

CITY COUNCIL MEETING

**July 24, 2012
7:00 P.M.**

AGENDA

City of



“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.)*

Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

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

- A. Flag Salute
- B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.
- C. Announcements, Appointments and Presentations:
 - 1. Announcements: None.
 - 2. Appointments: None.
 - 3. Presentations:
 - a. **Proclamation:** William Knight III Day – August 16, 2012.
- D. Agenda Modifications

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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

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.

- p. 5 A. **Approval of Corrected Minutes:** June 26, 2012 Meeting, July 3, 2012 Workshop, and July 10, 2012 Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #64020-64023 in the amount of \$7396.72. Accounts payable check/voucher #64026 in the amount \$500.00. Accounts Payable checks/vouchers #64024, 64025, and 64027-64105 (includes wire #39048946) in the amount of \$292,486.01. Accounts Payable checks/vouchers #64106-64111 in the amount of \$172,051.53. Void Checks: 64046 – duplicate invoice. Replaced with check #64106.
- p. 23 C. **AB12-108 – Resolution 2227** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Purchase Of Anue Wastewater Conditioning & Cleaning Systems For Lift Stations 7, 8, 20 & 21 From Correct Equipment.
- p. 27 D. **AB12-109 – Resolution 2228** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding A Professional Services Agreement To Whitney Equipment Company, Inc. For The Purchase And Installation Of Flygt Pumps At Lift Stations 3, 4, 6, 7, 8, 13 And A Spare.
- p. 41 E. **AB12-113 – Resolution 2229** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Mayor To Sign The Real Property Payment Voucher With Ocean Manor Apartments, LLC For The Right Of Way Acquisition Within The Main Street Intersection Improvements Project Limits.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

- p. 57 A. **AB12-103 – Resolution 2223** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting A Six-Year Transportation Improvement Program (2013-2018).

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

- p. 73 A. **AB12-49 – Resolution 2199** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Establishment Of The Eastown Utility Latecomer Agreement.
- p. 93 B. **AB12-111 – Resolution 2230** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The GMG Final Plat.

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**



PROCLAMATION

WHEREAS, William Knight III weighed only 1400 grams when he was born 12 weeks early and was placed on a ventilator for seven weeks due to underdeveloped lungs; and

WHEREAS, William Knight III was born with a congenital heart and lung defects which made life saving surgery necessary; and

WHEREAS, William Knight III had countless necessary medical procedures which left him with partially paralyzed vocal chords and a rare eating disorder which had him eating pureed food until he was five and made it difficult to gain weight; and

WHEREAS, William Knight III went through countless scans and four surgeries, two of which were open heart surgeries, with the most recent on November 30, 2011; and

WHEREAS, William Knight III has more heart surgeries in his future, and even though he has had severe health issues since before he was born it has not deterred him from becoming a fun loving, playful seven year old; and

WHEREAS, William Knight III will be Bonney Lake Chief for the Day on August 16, 2012; and represent the Bonney Lake Police Department at National Night Out and Bonney Lake Days.

NOW, THEREFORE, I, Mayor Neil Johnson, Jr., by virtue of the authority vested in me by the City of Bonney Lake, do hereby proclaim

***Thursday, August 16, 2012 as
William Knight III Day
and appointing him as honorary Chief for the Day***

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Bonney Lake to be affixed this 24th day of July, 2012.

Neil Johnson, Jr., Mayor

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CITY COUNCIL MEETING

June 26, 2012
7:00 P.M.

MINUTES

City of



“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

Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:02 p.m.

- A. Flag Salute: Mayor Johnson led the audience in the Pledge of Allegiance.
- B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Acting Police Lieutenant Kurt Alfano, Administrative Services Director/City Clerk Harwood Edvalson, Assistant City Attorney Kathleen Haggard, and Records & Information Specialist Susan Duis.

- C. Announcements, Appointments and Presentations:
 - 1. Announcements:
 - 2. Appointments:
 - 3. Presentations:
 - a. **Senator Pam Roach**: Legislative Session Wrap-up and Questions.

Mayor Johnson suggested the Council begin with citizen comments and return to Senator Roach’s presentation later, as she had just arrived at the Justice Center.

- D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearings: None.
- B. Citizen Comments:

Tina Lombard, 33824 7th Way SW, Federal Way, said her son, Robert ‘Hurricane’ Harris, drowned in Lake Tapps in September 2011. She said her son was a good kid and a strong athlete who was enjoying a day at the lake with family. She said the community gave her family amazing support, but her entire family was affected by Robert’s death. She said one to three people die each year in or along the shores of Lake Tapps. She suggested the City consider adding an emergency phone on the beach, providing a rope to mark where

people should swim, and provide more information to visitors on temperatures in the lake. She challenged the City to work towards having zero fatalities on the lake.

Sherrie Cinkovich, 18007 107th St E, Bonney Lake, spoke on behalf of Yvette and Lee Boggan, who were in attendance at the meeting. She said the Boggans' son, Quentin, died on Thursday, June 21st while swimming in Lake Tapps. She said there needs to be a lifeguard on duty at the swimming area and floating dock, at least during the summer months. She said something needs to be done, whether it is lifeguards, ropes, signs, or other measures, to stop something like this from happening again.

Leslie Duprie, 1715 Wright Ave, Sumner, spoke on behalf of a group who is planning a fundraiser for a sign in memory of Quentin Boggan. She said she spoke with Facilities & Special Projects Manager Gary Leaf, who suggested she present the idea to the Council. She said her group would like to work with the City to install a sign with information about swimming in Lake Tapps.

Mayor Johnson said when he first learned about the incident he and Councilmembers were at the Association of Washington Cities Conference. He said they spoke about options for a sign at the lake, and were planning to work with the Boggan family. He invited Ms. Duprie to contact staff to help with the process.

Jocelyn Lombard, Robert Harris' aunt, said it is important to spread awareness of the dangers on Lake Tapps. She urged the City to prevent another accident by whatever means available.

Dan Decker, 20107 70th St E, Bonney Lake, said Allan Yorke Park is open to everyone living inside or outside the city. He said he has lived in the area for 53 years and the only measure has been a 'no lifeguard on duty' sign at the park. He said the City should provide two lifeguards during the summer to protect visitors. He said the County should also hire lifeguards for the park at the north end of the lake, if they do not already do so.

At 7:18 p.m. Mayor Johnson called for a short recess. The Meeting resumed at 7:26 p.m.

Mayor Johnson asked Senator Pam Roach to provide her presentation. He said he had recently sent her a letter thanking her for helping to get federal funds for street lights on SR 410 in Eastown. He thanked Senator Roach on behalf of the City for her hard work.

I. C. 3. a. Senator Pam Roach: Legislative Session Wrap-Up and Questions.

Senator Roach said she has family in Bonney Lake and visits the area often. She said she is preparing information to send out to her constituents soon. She provided the Council with updates on her work as International Chair of the National Foundation of Women Legislators, and traveled to Taiwan, Canada, and Honduras. She summarized her work during the past legislative session. She said she was selected to attend the Republican National Convention in Florida. She said her office is always available to take questions, and offered to answer questions from the Council.

Councilmember Rackley said the City needs assistance and federal funding for transportation projects, such as the 192nd St corridor plan. Mayor Johnson said this project connects with the Rhodes Lake Road project and the Tehaleh planned community which will impact transportation on the plateau. Senator Roach mentioned project requests from other cities to help with pothole repairs, highway projects, etc. She said she

is very attuned to these local issues. Mayor Johnson thanked Senator Roach for attending and speaking with the Council.

- C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed the proposal to accept the West Tapps Hwy project as complete, and Resolution 2206 for the Senior Van. The committee reviewed its meeting notes. It also discussed staffing at the Senior Center, to increase the hours for several part-time employees to fill the duties of the Senior Services Assistant, who left the City in June.
- B. Community Development Committee: Councilmember McKibbin said the committee has not met since the last Council Meeting.
- C. Public Safety Committee: Councilmember Hamilton said the committee has not met since the last Council Meeting.
- D. Other Reports:

Pierce County Regional Council: Councilmember Hamilton attended the PCRC meeting on June 14, 2012. The PCRC approved the allocation of federal funds to Bonney Lake for the Angeline Road overlay project and Church Lake project. He said this is the first time that the PCRC has awarded funds to Bonney Lake that he is aware of. He thanked Ron Lucas from the City of Steilacoom and Buckley Mayor Pat Johnson for supporting the measure. Councilmember Rackley said small cities often get left out of PCRC funding and thanked Councilmember Hamilton for his work for the City.

Families First Coalition: Councilmember Watson said he attended the White River Families First Coalition meeting on Monday, June 25th. The group heard a report from the Department of Health and the Bonney Lake Library presented information on summer reading programs and new laptops available for job training.

IV. CONSENT AGENDA:

- A. **Approval of Accounts Payable and Utility Refund Checks/Vouchers**: Accounts Payable checks/vouchers #63818-63888 (includes wires #6052012, 38680129, 38777296) in the amount of \$755,145.08. Accounts Payable checks/vouchers AR refunds #63889-63890 in the amount of \$960.57. Accounts Payable checks/vouchers UB refunds #63891-63926 in the amount of \$2,586.00.
- B. **Approval of Payroll**: Payroll for June 1-15th, 2012 for checks 30518-30544 including Direct Deposits and Electronic Transfers in the amount of \$438,950.76.
- C. **AB12-95 – Resolution 2219** – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Memorandum Of Understanding With The Sumner School District To Renew The Interlocal Agreement For Support Of The Sumner Family Center For 2012.

- D. **AB12-98 – Resolution 2220** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Interlocal Agreement Between The City Of Bonney Lake, Washington And The City Of Enumclaw, Washington, For The Housing Of Inmates In The Enumclaw City Jail.
- E. **AB12-99 – Resolution 2221** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Interlocal Agreement Between The City Of Bonney Lake, Washington And The City Of Puyallup, Washington, For The Housing Of Inmates In The Puyallup City Jail.
- F. ~~**AB12-87** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The West Tapps Sidewalk And Watermain Improvements Project With Henderson Partners, LLC. Moved to Full Council Issues, Item D.~~
- G. **AB12-97** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Submit An Application For A 2012 WSDOT Pedestrian And Bicycle Program Grant.

Councilmember Watson requested that item AB12-87 be moved from the Consent Agenda, Item F. to Full Council Issues, Item D.

Councilmember Rackley moved to approve the Consent Agenda as amended. Councilmember Watson seconded the motion.

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

- A. **AB12-73 – Resolution 2206** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Accepting A Donation From The Bonney Lake/Lake Tapps Senior Citizens For The Purpose Of Purchasing A New Senior Services Van, And Authorizing The Mayor To Surplus Property In Accordance With The Provisions Outlined In BLMC 2.70.100.

Councilmember Rackley moved to approve Resolution 2206. Councilmember Watson seconded the motion.

Councilmember Lewis asked how the process works to ensure the new van arrives before the old van is sent to surplus. Councilmember McKibbin said the Finance Committee asked the same question. Administrative Services Director/City Clerk Edvalson said since the van is funded by the ER&R fund, the City can place the order for the new van

and wait until it is delivered before sending the old van to surplus. Councilmember Watson asked whether the City considered other options, such as selling the van itself. City Administrator Morrison said the Council could consider other options.

Deputy Mayor Swatman said the van was not scheduled to be replaced until 2015, but the maintenance costs have been significant for the old van, and the Senior Board was able to contribute extra funds to help make the purchase sooner. He said it is important to properly fund ER&R in the future, so future service costs are covered.

Councilmember Minton-Davis applauded the seniors and the Senior Board for their fundraising efforts. She said the City is providing some resources, but the seniors have an investment in the equipment. She said she hopes to see more collaborations like this in the future. Councilmember Rackley said the policy has changed so the van cannot be used for longer trips as it was in the past. Deputy Mayor Swatman said the ER&R fund was still not covering the maintenance costs. City Administrator Morrison said the department changed its policy for senior trips using the van because it was clear the van would not last until 2015 with these high-mileage trips. He said the City needs to evaluate vehicle use and maintenance policies.

Resolution 2206 approved 7 – 0.

- B. **AB12-100 – Resolution 2222** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor Sign A Hold Harmless Agreement With The Swiss Sportsmen’s Club Of Tacoma For The Use Of Their Firearms Training Facility.

Councilmember Lewis moved to approve Resolution 2222. Councilmember Watson seconded the motion.

Acting Police Lieutenant Alfano said this is a standard agreement for use of the facility.

Resolution 2222 approved 7 – 0.

- C. **AB12-101** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Set A Public Hearing For The 2013-2018 Six Year Transportation Improvement Program.

Councilmember Watson moved to approve motion AB12-101. Councilmember Rackley seconded the motion.

Administrative Services Director/City Clerk Edvalson said the hearing is scheduled for the July 10, 2012 regular meeting.

Motion approved 7 – 0.

- D. **AB12-87** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The West Tapps Sidewalk And Watermain Improvements Project With Henderson Partners, LLC. *Moved from Consent Agenda, item F.*

Councilmember Hamilton moved to approve motion AB12-87. Councilmember Watson seconded the motion.

Councilmember Watson asked why the project scope did not include new wheelchair ramps at the intersection of Bonney Lake Blvd and West Tapps Hwy. Director Grigsby said this intersection was not part of the project area, but if Council desired a separate project could be completed to retrofit the existing crossings. Mayor Johnson said he would review the costs and bring more information back to the Council.

Motion approved 7 – 0.

IX. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(1)(i), the Council adjourned to an Executive Session with the City Attorney at 8:11 p.m. for 10 minutes to discuss pending litigation. The Council returned to Chambers at 8:17 p.m. No action was taken.

X. ADJOURNMENT:

At 8:18 p.m., Councilmember Watson moved to adjourn the Council Meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the June 26, 2012 Meeting: None.

CITY COUNCIL WORKSHOP

July 3, 2012
5:30 P.M.

MINUTES

City of



"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

Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the workshop to order at 5:30 p.m.

II. ROLL CALL:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson. Councilmember Donn Lewis was absent.

Deputy Mayor Swatman moved to excuse Councilmember Lewis' absence. Councilmember Rackley seconded the motion.

Motion approved 6 – 0.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Interim Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Records & Information Specialist Susan Duis.

III. AGENDA ITEMS:

A. Council Open Discussion:

Allan Yorke Park Safety: Mayor Johnson said he has been working on various ideas to improve safety at the swimming area at Allan Yorke Park. He said he has received a lot of suggestions from the public, including a sign that tells the current water temperature, larger warning signs, a 9-1-1 call box, and additional language on the floating dock. He said some people feel that the floating dock itself is a safety concern. He said he plans to present more information to the Council at an upcoming workshop, and will also work with the family of Quentin Boggan on a memorial sign at the park. He said information on lake safety will be available at the City's booth at Bonney Lake Days, and he is working with area agencies to share information with school children each spring. He added that he plans to speak with State Representative Roach later in the week about the county-managed North Tapps Park. He said he has spoken with other cities that have lakes and water safety is a concern everywhere. Councilmember Hamilton said the Public Safety Committee discussed lifeguards at its last meeting. Police and fire staff stressed the importance of education in water safety. Councilmember Watson said the Bonney Lake Lowe's has offered to supply materials for a memorial sign.

Flood Control District: Mayor Johnson said he was elected to serve on the Flood Control District Advisory Committee for a two-year term. He said he will report back to the Council once meetings begin.

Pierce County Cities & Towns: Mayor Johnson said he attended the Pierce County Cities & Towns meeting on June 28th. He said the group is considering transitioning to more of a lobbying role for member cities. He said there may be opportunities for councilmembers to serve on committees to represent the organization.

Council Retreat: Councilmember Watson said he would like the Council to discuss the items brought up during the February Council Retreat, perhaps by holding another mid-year retreat. Mayor Johnson suggested the Council have an in-depth budget discussion at a meeting or workshop. The City Administrator said staff are still working on closing the books but should be able to provide a review of revenues and expenditures, as well as a revised budget projection, by mid-August. Council consensus was to add a budget discussion item to the August 21st Workshop.

Reed Property: Councilmember Watson asked for an update on the well exploration. Director Grigsby said the contractor dug about 1,000 feet deep without striking water, and the chances to find a sufficient water source on the property is very small. He said staff members are considering other potential sites around Lake Tapps, and he expects to have more information from legal consultant Tom Pors to report to Council in August. He said the existing well on the Reed property provides about 15,000 gallons per day, but the City needs about 2 million gallons per day for a water source. He said the City of Auburn plans to share their hydrogeologic data with Bonney Lake for other possible sites.

Safety Signs: Councilmember Watson said the City Attorney suggested engineering staff could draft a policy to allow citizens to place signs on their property at their own expense. Mayor Johnson said federal regulations about signage are more of a concern than costs. Director Grigsby said the Manual on Uniform Traffic Control Devices (MUTCD) discourages the use of 'children at play' signs, as they do not increase safety. In response to questions from Councilmember Watson, Director Grigsby said existing signs around the City were installed when requests were made in the past, with no formal process for deciding where signs should be placed. Councilmember Hamilton said the Public Safety Committee plans to work on a policy for the Council to consider. Director Grigsby said he would provide the committee members with information he has on safety signs. Councilmember Hamilton said if the end result is that these signs are not recommended, the City should at least be consistent and remove existing signs.

- B. **Review of Draft Minutes:** May 22, 2012 Meeting, June 5, 2012 Workshop, and June 12, 2012 Meeting.

The minutes were forwarded to the July 10, 2012 Meeting for action with no revisions.

- C. **Discussion:** AWC Conference Lessons Learned.

Deputy Mayor Swatman said he learned a lot from the Association of Washington Cities conference sessions and discussions with other cities. He said the City of Vancouver purchased a vacant commercial building for city offices, rather than building their own. He said he attended an interesting seminar on cloud computing, and said it is good to always look for ways to improve and get the most out of available resources. Councilmember Rackley said that many other cities are in dire financial straits, and he is concerned there will be a second economic downturn in the future. He said he wants to learn more about how liquor law changes could impact city revenues. Councilmember Watson said he attended a session on community events and summer programs. Councilmember Hamilton said he attended a seminar on innovation and how cities can

reinvent themselves. He said he also attended an interesting seminar on tourism. Councilmember Minton-Davis said she also attended the session on tourism, and is very interested in using tourism as an economic driver. She said she also attended a session by the City of Toledo, a very small town that hosts community events year-round.

D. **Discussion:** AB12-49 – Resolution 2199 – Establishing an Eastown Utility Latecomer Agreement (ULA).

Director Grigsby said since the June 26th Council Meeting, staff have received a signed copy of the Utility Latecomer Agreement from the Eastown Sewer Development Association LLC. The City has received easements for nearly the entire area, and the easements not yet received will not impact the backbone project. He said he is working with the State for an easement across their retention pond, which should not be an issue. He said the design is complete and the contract documents are ready to move forward with updated dates. He showed the parcels that would benefit from the project and contribute to the latecomer fee, noting that about 80% of those parcels are within the LLC. He said the LLC's representative, Roger Watt, has assured him that they are ready to provide the City with the check for the ULA fee per the agreement.

Councilmember Rackley asked about the next steps for the project. Director Grigsby said the City will hold a public hearing at the July 10th Council Meeting, and vote on the proposed utility latecomer agreement at the July 24th Meeting. He said although there is no formal process for ULAs, staff felt it made sense to hold a public hearing (as is done for LID projects). He said upon approval of the ULA, the City will move to acquire a revenue bond, and the construction project can be advertised 30 days after the ULA is approved. He said staff plan to 'fast track' the project advertising to get the request for bids published on September 1st. The tentative project timeline would be to award the project on October 21st, which would allow for construction to possibly begin in November, weather-permitting. If this timeline holds, he said the project could be complete by July 2013. He said developers could be working on properties in parallel with the City sewer project in anticipation of its completion.

Councilmember Hamilton asked for more information on the revenue bond. Councilmembers and staff discussed when the fee from the Eastown LLC was due to the City. Director Grigsby said the LLC will have 30 days after the Council approves the agreement. City Attorney Haggard said the language indicates that they have 30 days after the LLC signs the agreement (a deadline of July 17th). City Attorney Haggard said the City's obligation to construct the project is contingent on receiving the 5% fee from the LLC. She said the language is permissive, so the Council could approve the project after the July 17th date.

Deputy Mayor Swatman asked about the status of easements for the project. Director Grigsby said the City received the last easement needed for the the project on July 2nd and it has been recorded. He said there is no requirement for the city to negotiate or condemn property for the backbone project. He said the only potential issues he is aware of relate to the former Compass Pointe properties and the WSDOT property. He said most of the easements run along future road right-of-ways.

Director Grigsby said the City will hold a public hearing on the Eastown ULA on July 10th, which has been posted as usual by the City Clerk's office. He said he also contacted property owners that he had contact information for. Deputy Mayor Swatman said this is a large project and he wants to get input from the property owners. He asked whether the

bond could be expanded to include other projects, such as the Public Works Facility. Director Grigsby said that is an option though it would be simpler to have separate bonds for different projects.

Council consensus was to forward proposed Resolution 2199 to the July 10th Meeting for a public hearing and to the July 24th Meeting for action.

E. **Discussion:** AB12-96 – Pavement Preservation/Management: New Revenue Sources Proposed by Pierce County.

Director Grigsby presented information on funding availability for street projects and maintenance. He said all cities are hurting due to decreased gas tax revenues and REET funds. He said the Association of Washington Cities (AWC) has provided information on options, including setting up a Transportation Benefit District (TBD), increasing vehicle licensing fees, and setting a local transportation sales tax. He explained how the three options function and the potential revenues and limitations of each. He said Pierce County has asked cities whether they would be interesting in considering these revenue streams, and whether they would support a county-wide benefit district or tax.

Director Grigsby said he is working on a list of questions, including how these new revenue sources would impact the City's existing Transportation Impact Fees, and what costs would be associated with administering the programs.

Mayor Johnson said the City can set up its own TBD. He said if the County decides to set up a TBD and the City does not already have one in place, it would have to go along with the County district. He said other cities have opted to form a TBD so their fees are not controlled by the County. Director Grigsby said some cities have formed a TBD but have not passed an ordinance to collect any fees, which is also an option.

Councilmembers discussed options to form a TBD or to raise fees through licensing fees or sales taxes. City Administrator Morrison confirmed that the issue would have to be on the ballot if the fees are over \$20 or if the Council wants to pursue increased sales taxes. City Attorney Haggard said the gas tax option can only be implemented on a county-wide level. She said any funds raised through a TBD must be used for the transportation district itself.

Council consensus was to continue discussion of a Transportation Benefit District at a future meeting. Director Grigsby said he would contact Pierce County and let them know the City is considering creating its own Transportation Benefit District. City Administrator Morrison said the City could consider also supporting the county-wide gas tax of \$0.0375, which would go to a vote. It would provide the City with a share of gas tax funds.

F. **Discussion:** AB12-104 – Resolution 2224 – Professional Services Agreement with Shea-Carr-Jewell to Update the Transportation Plan.

City Administrator Morrison said this item was on the Planning Commission's work plan. He said the City sent a request for proposals and interviewed four firms before recommending Shea, Carr, and Jewell, who has done work for the City in the past. He said the project includes two phases; to update the comprehensive plan element, and to update the Transportation Impact Fees and concurrency program. He said the process will result in more information for the Council to consider transportation fees in the future.

Councilmember Hamilton said the City needs to revise its code or do something to perform annual traffic counts. Director Grigsby said the City does not do yearly traffic counts and is not certain why the code calls for annual updates. He said normally these counts are performed every 5-6 years when the Transportation element of the Comprehensive Plan is updated.

Community Development Director Vodopich noted that this update will also include the County Urban Growth Area (CUGA) and the southern service areas, which the City attempted to annex previously. He said including these areas in the plan update will demonstrate how the City is planning to annex these areas in the future.

- G. **Discussion:** AB12-107 – Cancellation of August 7, 2012 Council Workshop to allow for Participation in National Night Out Against Crime Celebrations.

Interim Police Chief Powers said the department plans to hold events at Lake Debra Jane and Sky Island this year, including a concert and movie at Lake Debra Jane. She said National Night Out is a positive event for the community, and encouraged all councilmembers to attend. The majority of Councilmembers indicated they plan to attend the event. Interim Chief Powers also distributed copies of the Police Department's 2011 year-end report.

IV. EXECUTIVE SESSION: None.

V. ADJOURNMENT:

At 7:22 p.m., Councilmember Watson moved to adjourn the Council Meeting. Councilmember Hamilton seconded the motion.

Motion to adjourn approved 6 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the July 3, 2012 Workshop:

- § Interim Police Chief Dana Powers – *Bonney Lake Police Department 2011 Year End Report* – City of Bonney Lake.

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CITY COUNCIL MEETING

July 10, 2012
7:00 P.M.

MINUTES

City of



“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

Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:03 p.m.

- A. Flag Salute: Mayor Johnson led the audience in the Pledge of Allegiance.
- B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson. Councilmember Donn Lewis was absent.

Deputy Mayor Swatman moved to excuse Councilmember Lewis’ absence. Councilmember Rackley seconded the motion.

Motion approved 6 – 0.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Interim Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, and Records & Information Specialist Susan Duis.

- C. Announcements, Appointments and Presentations:
 - 1. Announcements: None.
 - 2. Appointments: None.
 - 3. Presentations: None.
- D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearings:
 - 1. **AB12-49 – Resolution 2199** – Authorizing Establishment of the Easttown Utility Latecomer Agreement (ULA).

Mayor Johnson opened the public hearing at 7:04 p.m.

Roger Watt, 22719 SR 410 E, Bonney Lake, said he represents the eighteen members of the Easttown Development Association LLC. He said the group has specific requests regarding the Easttown sewer project. He said the Council believes it is easy

for the property owners to raise the \$201,000 fee for the Utility Latecomer Agreement, but some property owners could not participate in the LLC due to financial reasons, and other owners did not respond to requests to participate. He said three parcels totaling over 40 acres are not participating in the LLC, but 81% of the acres are represented in the LLC and helped raise the ULA fee.

Mr. Watt said the LLC group has concerns about potential inequity in the ULA. He said the LLC members have been assured that the station is designed to only benefit the identified parcels. However, he said other properties can benefit from the sewer system later on by connecting to the system as it extends.

Finally, Mr. Watt said the LLC has questions about the deadline to submit the ULA fee to the City. He said the LLC's understanding, based on conversations with City staff, is that they will have 30 days after the Council approves the agreement to submit the fee. He said the Council's discussions at the July 3rd Workshop indicate that some believe it must be submitted earlier. He said the contract is not complete until both parties have signed it. He said the LLC will not make payment to the City until it has the approved and fully executed contract in hand.

Mr. Watt said the LLC requests that the Council approve the Eastown ULA and secure the City's portion of the funding so the project can move forward. He asked the City to provide clarification of paragraph 4 and to provide assurances that if additional properties are added to the service area during the life of the 20-year agreement, those new properties will be required to pay their share of the costs for the backbone project. He said if this is not possible, the City should provide the reason to the LLC. He asked the City to also clarify the 30-day time period and asked why the LLC should issue a check to the City before the Council has approved the contract. He said the LLC has no intention to delay the project, and he is prepared to issue the check on the day the Mayor signs the contract. He provided a copy of his written statement to the City Clerk. Mayor Johnson said someone would be in contact with Mr. Watt about his questions.

The hearing was closed at 7:17 p.m.

2. **AB12-102 – Resolution 2223** – Adopting a Six-Year Transportation Improvement Program (2013-2018).

Mayor Johnson opened the public hearing at 7:17 p.m.

Marian Betzer, 19812 82nd St Ct E, Bonney Lake, asked for clarification on funding allocation for the Safe Routes grant funds. She said she understood that the grant is to be split with half going to sidewalks and half going to the Fennel Creek Trail project. She said the proposed transportation program lists \$500,000 for Fennel Creek, and \$1,500,000 for the Angeline Road 'missing link' sidewalk project. She said there is a lot of momentum for the Fennel Creek Trail project, and the Council has given unanimous support for the project. She said the budgeted amount would build only a half-mile of trail. She said it is important to move forward and the dedicated funds need to remain allocated to the Fennel Creek Trail. Mayor Johnson said he had received Ms. Betzer's email earlier in the day and is working on responses to her questions.

Mayor Johnson closed the public hearing at 7:21 p.m.**B. Citizen Comments:**

Winona Jacobsen, 9100 189th Ave Ct E, Bonney Lake, thanked Mayor Johnson for providing a temporary space for the Greater Bonney Lake Historical Society (GBLHS). The group is inventorying a large gift from the Alfred and Elma Milotte estate. She described the background of these wildlife photographers, who won several academy awards for their Disney nature films. She said the Historical Society received a surprise donation of 60 boxes of films, documents, and objects from the estate. She said historians from museums in Alaska and Washington believe the Historic Society may have largest collection of Milotte items anywhere. She showed some examples of the collection and invited the council to visit the group to look at the items. Mrs. Jacobsen said the Milotte's were important members of the Bonney Lake community. She said the historic society needs a permanent location for this historic resource; otherwise they may have to give the collection to another entity.

David Bowen, 22523 SR 410 E, Bonney Lake, said it was a privilege for the Bonney Lake community to have the Milotte's as neighbors.

Russ McCallion, Assistant Chief, East Pierce Fire & Rescue, provided the Council with information on the proposed maintenance and operation levy on the August 7th ballot. He described the fire district's funding sources and revenues losses between 2009 and 2013. He explained what the proposed levy would cost the average home owner.

Mr. McCallion thanked the Police Department staff for their work at the Summer Splash event at Lake Tapps on July 7th. Mayor Johnson said if the event is held at Allan Yorke Park again next year, the City would be happy to participate with the department's event. Mr. McCallion said the fire district is applying to participate in a program to improve cardiac arrest survival rates in the area.

Melissa Thomason, 7422 207th Ave E, Bonney Lake, suggested that the Fire Department could offer water safety training along with their regular CPR courses. She said other changes, such as hiring lifeguards for the swimming area, may take time. In the meantime she said other changes can be made, such as training for the community. Mayor Johnson said he would talk with East Pierce Fire & Rescue about training options. He said the City plans to provide information on water safety at its booth at Bonney Lake Days.

Dan Decker, 20401 70th St E, Bonney Lake, said some councilmembers indicated in a newspaper article that signs work better than lifeguards for safety. He said he was a lifeguard and instructor in the past and lifeguards can save lives. He said the young man who died in Lake Tapps could have been saved if there had been a life guard on duty. He said lifeguards are the most important thing to have in the water, and said the city should think before considering adding more signs.

C. Correspondence: None.**III. COUNCIL COMMITTEE REPORTS****A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and viewed a presentation on an iPad agenda application from iCompass.**

The committee also discussed Eastown bond financing and the Transportation Benefit District, both of which will be brought forward for future council discussions.

- B. Community Development Committee: Councilmember McKibbin said the committee met on July 3rd and forwarded three items to the current Meeting consent agenda.
- C. Public Safety Committee: Councilmember Hamilton said the committee met on July 2nd and discussed safety on Lake Tapps. They heard from fire and police department staff about the drowning incident. He said he and Councilmember Watson both feel that signage is important to warn swimmers of the potential dangers. He said the water in Lake Tapps is cold and dark. He said the committee plans to continue these discussions, and invited the public to attend future Public Safety Committee meetings.

He said the committee also discussed a policy to provide an option for the public to request and pay for child safety signs to be installed in their neighborhood. The committee also received an update on fireworks from Independence Day from Interim Chief Powers, who said it was a relatively quiet year.

D. Other Reports:

Swimming Area Safety Plan: Mayor Johnson said he will have detailed plan of recommendations for safety changes at the park at the next workshop. Councilmember Hamilton said education is very important. He said Interim Chief Powers expressed frustration at the Public Safety Committee meeting with her attempts to provide water safety training in the school districts. Mayor Johnson said he has contacted all three area school districts, the Cascade Water Alliance, Pierce County, and fire and police departments to work together on a message about water safety. Mayor Johnson showed a poster, provided by Melissa Thomason, that was signed by area youth in support of a lifeguard at the city park.

Park Board Update: Councilmember Watson said he and Councilmember Minton-Davis attended the Park Board meeting on July 9th. The board discussed the Dike 13 project, the Allan Yorke Park sport court rehabilitation project, input from the parks summits and options for a park bond. The board also discussed lake safety issues and plans to work with area schools on training options. The board also discussed possible uses of the Reed Property.

Chief For a Day: Councilmember Watson said there will be a ‘flapjack fundraiser’ at Bonney Lake Applebee’s on Saturday, July 14th to benefit the Chief for a Day program. He said he plans to attend.

IV. **CONSENT AGENDA:**

- A. **Approval of Corrected Minutes:** May 22, 2012 Meeting, June 5, 2012 Workshop, and June 12, 2012 Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/voucher #63927-63930 in the amount of \$1,608.71. Accounts Payable checks/vouchers #63931-63965 (includes wires #950111, 20120604, 20120615) in the amount of \$76,842.56. Accounts Payable checks/vouchers #63966-64011 in the amount of \$626,062.69. Accounts Payable checks/vouchers #64012-64018 in the amount of

\$6,759.86. Accounts Payable checks/vouchers # 64019 in the amount of \$1,814,741.07. Accounts Payable - Voided Checks #55667 in the amount of \$1,105.96. Voided Checks #54545 in the amount of \$172.00. Voided Check #63998 in the amount of \$6501.89.

- C. **Approval of Payroll:** Payroll for June 16-30th, 2012 for checks 30545-30577 including Direct Deposits and Electronic Transfers in the amount of \$690,580.26.
- D. **AB12-104 – Resolution 2224** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Shea-Carr-Jewell To Update The Transportation Element Of The Comprehensive Plan.
- E. **AB12-105 – Resolution 2225** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizes Professional Service Agreement To KPG Engineering For The West Tapps Highway Overlay And Survey Project.
- F. **AB12-106 – Resolution 2226** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizes Professional Service Agreement To KPG Engineering For The Church Lake Road Overlay And Survey Project.
- G. **AB12-107** – A Motion Of The Bonney Lake City Council Canceling The August 7, 2012 Council Workshop To Allow For Participation In National Night Out Against Crime Celebrations.

Councilmember Rackley moved to approve the Consent Agenda. Councilmember Watson seconded the motion.

Consent Agenda approved 6 – 0.

- V. **FINANCE COMMITTEE ISSUES:** None.
- VI. **COMMUNITY DEVELOPMENT ISSUES:** None.
- VII. **PUBLIC SAFETY COMMITTEE ISSUES:** None.
- VIII. **FULL COUNCIL ISSUES:** None.
- IX. **EXECUTIVE SESSION:** None.
- X. **ADJOURNMENT:**

At 7:57 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

Motion to adjourn approved 6 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the July 10, 2012 Meeting:

- § Russ McCallion – *Information about the Maintenance and Operation Levy Special Election August 7, 2012* – East Pierce Fire & Rescue.
- § Roger Watt – *Presentation to Council at 7/10/2012 Public Hearing* – Eastown Sewer Development Association, LLC.
- § Marian Betzer – *re: AB12-102 Resolution 2223 Adopting a Six-Year Transportation Improvement Program (2013-2018)* – Bonney Lake Citizen.

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

Department/Staff Contact: PW / Charles Simpson	Meeting/Workshop Date: 24 July 2012	Agenda Bill Number: AB12-108
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2227	Councilmember Sponsor: Randy McKibbin

Agenda Subject: Award the Authorization to Purchase Anue Wastewater Conditioning & Cleaning Systems for Sewer Lift Stations 7, 8, 20 and 21 from Correct Equipment.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Purchase of Anue Wastewater Conditioning & Cleaning Systems For Sewer Lift Stations 7, 8, 20 And 21 From Correct Equipment.

Administrative Recommendation: Approve

Background Summary: The City purchased and installed Anue Wastewater Conditioning & Cleaning System for Lift Station 12, 14, 18 and 19 in 2011. The device acts as a sprinkler system that provides a mechanical solution which will increase aerobic activity; as well as automate the cleaning of Fats, Oils and Greases. The system accomplishes 4 beneficial factors: Agitation, Oxygenation, Homogenization and Cleaning; which eliminated weekly cleaning of mats in wet well and reduced the need for odor control at that site. City staff will install Anue systems at Lift Stations. Required expenditure includes sales tax, but Freight is to be determined.

Attachments: Resolution, quote, sole source letter.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$16,000	\$16,000	\$14,874.48	\$1,125.52
Budget Explanation: 402.000.035.535.50.48.06- R&M Lift Station Improvements Revenue: SDC Revenue			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Community Development Date: 17 July 2012	<i>Approvals:</i> Chair/Councilmember Randy McKibbin Councilmember James Rackley Councilmember Katrina Minton-Davis	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
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	Forward to:	Consent Agenda: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
Commission/Board Review:											
Hearing Examiner Review:											

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

APPROVALS		
Director: <i>Dan Grigsby</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE PURCHASE OF ANUE WASTEWATER CONDITIONING & CLEANING SYSTEMS FOR LIFT STATIONS 7, 8, 20 & 21 FROM CORRECT EQUIPMENT.

WHEREAS, The City of Bonney Lake has determined that Correct Equipment is the Sole Source vendor for this cleaning system. The City of Bonney Lake purchased and installed Anue Wastewater Conditioning and Cleaning systems at Lift Station 12, 14, 18 and 19 and this system has eliminated weekly cleaning of the mats that form on top of the wet well and eliminated 90% of the chemical used for odor control.

WHEREAS, RCW 39.04.280(1), (a) and (b) authorize the City to waive competitive bidding requirements for purchases that are clearly limited to a single source of supply; and purchases involving special factors or marketing conditions.

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to authorize the Purchase of Anue Wastewater Conditioning & Cleaning Systems from Correct Equipment in the amount of \$14,874.48 which includes Sales Tax, and Freight to be determined.

PASSED and adopted by the City Council this 24th day of July, 2012.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



5621 Palmer Way Suite A
 Carlsbad, CA 92010
 Phone: +1-760-476-9090
 Fax: 1.800.276.0722

1. The system kit, which is composed of the EP and HS "washing" systems (feed mast, head assembly and mounting bracket) **supplied by AWT.**
2. The parts to complete the installation of the kit are application-specific and are **sourced locally by the contractor.**
3. Labor required to complete the installation **performed by the contractor.**
4. Installation supervision and certification by Anue or a certified Anue representative (Correct Equipment) **supplied by Anue as an option and NOT part of the system.**



Summary of Costs

Item	Part Number	Description	Qty	List Price	Total Price
1	EP-1115AH	Well cleaning system: 1.5", composite rotating head, 316 SS hatch mount bracket, and feed mast	2	\$3,997	\$7,994
2	HS-515H	Well cleaning system: 2.0", 316 SS, non-rotating head, hatch mount bracket, and feed mast	2	\$2,795	\$5,590
3	Additional parts for Installation- not supplied; see below		Purchased Locally		Not applicable
4	Installation Labor- supplied; see below		Local labor		Not applicable
Sub Total:					\$13,584.00
Sales and Duty Tax					TBD
Shipping (F.O.B. Carlsbad, CA)					TBD
TOTAL:					\$13,584
5	OPTIONAL: Supervision & Certification by Correct Equipment (this means we help you instal)				\$ 2,100
TOTAL with OPTIONAL SUPERVISION					\$15,684



Memo

Date : June 26, 2012
To : Don Morrison – City Manager
Dan Grigsby – Public Works Director
From : Charles Simpson – Assistant Public Works Director
Re : Sole source – Correct Equipment for Anue System

Purposed Source: Correct Equipment

Scope of Work: Provide services and equipment to for the installation of the Anue System into sewer lift stations at a cost of \$14,874.48.

Exclusive Capability: In 2011 we contracted with Correct Equipment for the purchase and installation of the Anue system in four of our sewer lift stations. We would like to continue the installation of this equipment in four more of our lift stations, 7, 8, 20, and 21. Correct Equipment is the only vendor within the state of Washington that provides this equipment. The equipment is designed to increase oxygenation, surface agitation for the break down and prevention of FOG formation, and reduces the cleaning time of each lift station by staff.

Funding Source: Yearly O&M budget line item 4021-000-035-535-50-48-06 R&M Lift Stations Improvements

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

Department/Staff Contact: PW / Charles Simpson	Meeting/Workshop Date: 24 July 2012	Agenda Bill Number: AB12-109
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2228	Councilmember Sponsor: Randy McKibbin

Agenda Subject: Award Professional Services Agreement with Whitney Equipment Company, Inc. (Sole Source) for Purchase and Installation of Flygt Pumps at Lift Stations 3, 4, 6, 7, 8, 13 and a spare.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Professional Services Agreement With Whitney Equipmment Company For Purchase And Installation On Flygt Pumps At Lift Stations 3, 4, 6, 7, 8, 13 And A Spare.

Administrative Recommendation: Approve

Background Summary: The City has chosen to outfit all of its sewer lift stations with Flygt pumps since 1987. Lift Stations 3, 4, 6, 7, 8 and 13 have pumps that are over 25 years old, which leak, are severely worn and have never been rebuilt. It is in the City's best interest to replace these pumps at this time. Whitney Equipment is the only authorized dealership in the State of Washington to sell and service Flygt Pumps.
Attachments: Resolution, Quotes, Agreement, Warranty Information and Sole Source letter.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$92,500.00	\$92,500.00	\$92,500.00	\$0
\$92,500.00	\$76,626.82	\$32,210.04	\$44,416.78

Budget Explanation: 402.101.035.594.35.65.01-CIP Replacements and Unscheduled Projects- \$92,500
402.000.035.535.50.48.03-R&M Replacements & Unscheduled Projects- \$32,210
Revenue: O & M Rates

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development Date: 17 July 2012	<i>Approvals:</i> Chair/Councilmember Randy McKibbin Councilmember James Rackley Councilmember Katrina Minton-Davis	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

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

APPROVALS		
Director:	Mayor:	Date Reviewed

Dan Grigsby

Neil Johnson Jr.

by City Attorney:
(if applicable):

RESOLUTION NO. 2228

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED A PROFESSIONAL SERVICES AGREEMENT TO WHITNEY EQUIPMENT COMPANY, INC. FOR THE PURCHASE AND INSTALLATION OF FLYGT PUMPS AT LIFT STATIONS 3, 4, 6, 7, 8, 13 AND A SPARE.

WHEREAS, The City has determined that Whitney Equipment is the Sole Source vendor as, they are the only factory authorized company to perform work on Flygt Pumps. The City of Bonney Lake has Flygt pumps throughout the sewer lift stations. The pumps are over twenty five years old, and all of the pumps leak, are severely worn and have never been rebuilt. It is in the City's best interest to replace these pumps at this time.

WHEREAS, RCW 39.04.280(1), (a) and (b) authorize the City to waive competitive bidding requirements for purchases that are clearly limited to a single source of supply; and purchases involving special factors or marketing conditions.

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign a professional services agreement with Whitney Equipment Company Inc in the amount of \$124,710.04 which includes Sales Tax.

PASSED and adopted by the City Council this 24th day of July, 2012.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Lift Stations 3,4,6,7,8

<u>Quantity</u>	<u>Price Each</u>	<u>Item Description</u>	<u>Price</u>
8	5081.44	NP 3102.190~462 (Cast Iron Adaptive Impeller) 5 HP/ 460 V/ 3 PH FM Motor 50-feet Subcab 12/7 AWG 20-22MM	\$ 40,651.52
2	7920.64	NP 3127.095~488 (High Chrome Impeller) 10 HP/ 460 V/3 PH FM Motor 50 feet subcab 8/3-2-1 GC 27.1-29.1MM	\$ 15,841.28
10	393.00	Mini-CAS Units	\$ 3,930.00
<i>Total</i>			\$ 60,422.80
Startup Estimate			\$ 5,472.00
Freight Estimate			\$ 1,894.75
			\$ 67,789.55
Tax @ 9.4%			\$ 6,372.22
Total			\$ 74,161.77

Lift Stations 13

<u>Quantity</u>	<u>Price Each</u>	<u>Item Description</u>	<u>Price</u>
2	14379.00	NP 3153.095~433(Hard Iron) 20 HP/ 460 V/ 3 PH 50-feet Subcab	\$ 28,758.00
2	414.00	Mini-CAS Units	\$ 828.00
<i>Total</i>			\$ 29,586.00
Startup Estimate			\$ 515.00
Freight Estimate			\$ 672.00
			\$ 30,773.00
Tax @ 9.4%			\$ 2,892.66
Total			\$ 33,665.66

Lift Station - Spare

<u>Quantity</u>	<u>Price Each</u>	<u>Item Description</u>	<u>Price</u>
1	14379.00	NP 3153.095~433(Hard Iron) 20 HP/ 460 V/ 3 PH 50-feet Subcab	\$ 14,379.00
1	414.00	Mini-CAS Units	\$ 414.00
<i>Total</i>			\$ 14,793.00
Startup Estimate			\$ 303.00
Freight Estimate			\$ 336.00
			\$ 15,432.00
Tax @ 9.4%			\$ 1,450.61
Total			\$ 16,882.61

Grand Total \$ 124,710.04

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of July, 2012, by and between the City of Bonney Lake (" City") and Whitney Equipment Company, Inc. (" Consultant").

The parties hereby agree as follows:

- 1. Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- 2. Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
- 3. Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this

section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the

City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Insurance

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

13. Prevailing Wage

CONTRACTOR shall pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers, or mechanics for work related to the Project is shown on Exhibit C, attached hereto and incorporated herein by this reference. Prior to the CITY making any payment to CONTRACTOR under this Agreement, CONTRACTOR and each subcontractor shall submit to the CITY a Statement of Intent to Pay Prevailing Wages approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040. Prior to release of the sums retained pursuant to section 17 of this Agreement [“Retainage”], CONTRACTOR and each subcontractor shall submit to the City an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.

14. Subletting or Assigning. The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

15. Entire Agreement. This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

16. Waiver. Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party’s right to demand strict performance of that or any other provision of this Agreement any time thereafter.

17. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

18. Execution and Acceptance. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By:  _____
Benjamin Scrace, After-Market Mgr.

Attachments:

- Exhibit A: Scope of Work
- Exhibit B: Quotes
- Exhibit C: Prevailing Wages

Whitney Equipment Company Inc

Manufactures' Representative

21222 30th Dr SE, Ste 110
Bothell, WA 98021
Phone 425-486-9499 Fax 425-485-7409

Name: Curt Roundtree
Company: City of Bonney Lake
Email: croundtree@ci.bonney-lake.wa.us
Phone: 2532615246
Reg: Flygt Pumps located at Stations 3/4/6/7/8

Quotation

DATE: 07/17/2012

Budgetary Quote

18026r1 - Bonney Lake

Quotation valid for 30 days

Prepared by: **Ben Scrace**
Mobile: 206-963-0332
bscrace@weci.com

Comments or Special Instructions: Curt, per your request here is the replacement quote for the following lift stations:
SSLS-3, -4, -6, -7, -8 along with 3153.095 pump replacements for LS #13 & #18. Please let me know if you have any questions. Thank you for your continued selection and support of Whitney Equipment and Flygt pumps.

Quantity	Description	EACH	TOTAL
	Lift Stations: 3, 4, 6, 7 (2 Pumps ea.)		
8	NP 3102.190~462 (Cast Iron Adaptive Impeller) 5 HP/ 460 V/ 3 PH FM Motor 50-feet subcab 12/7 AWG 20-22MM	\$5,081.44	\$40,651.52
	Lift Stations: 8 (2 Pumps)		
2	NP 3127.095~488 (Hard Iron Impeller) 10 HP/ 460 V/ 3 PH FM Motor 50-feet subcab 8/3-2-1 GC 27.1-29.1MM	\$7,920.64	\$15,841.28
	Lift Stations: 13 (2 Pumps), 18 (1 Pumps)		
3	NP 3153.095~434 (Hard Iron Impeller) 20 HP/ 460 V/ 3 PH FM Motor 50-feet subcab 8/3-2-1 GC 27.1-19.1MM	\$14,379.30	\$43,137.90
13	mini-CAS w/ base	\$357.63	\$4,649.19
13	30' Lifting System, includes 2' chain with 28' guide cable	\$44.00	\$572.00

NOTES: 1) 5-Days of startu and installation assistance qutoed.

Total:	\$104,851.89
Start-up Estimate:	\$5,472.00
Freight Estimate:	\$2,779.40
Tax (9.4%):	\$10,631.71

TOTAL: \$123,735.00

Please make purchase orders out to: Whitney Equipment Company Inc.

Freight: Included - FOB Destination
Terms: Net 30 days & per attached terms and conditions.

Lead Time: 8-10 weeks ARO
Sales and/or use tax not included

Copy: Chris Porter - Whitney Equipment

Warranty



General Information

Issued: 4/01

Supersedes: 6/94

1

ITT FLYGT 5 YEAR (10,000 HOUR) PUMP WARRANTY MUNICIPAL: PERMANENT INSTALLATIONS

For the period defined below, ITT FLYGT offers a Commercial Warranty to the original End Purchaser against defects in workmanship and material covering Parts and Labor on its pumps when used in permanent installations, in compliance with the requirements of the ITT FLYGT Catalog and Technical Manual specifications, for use in Sewage Collection Systems or for intermittent (40% duty cycle or less) pumping of Raw Sewage, Municipal Wastewater, Potable or Raw Water, Storm Water or similar, abrasive free non-corrosive liquids ("Qualified Liquids").

ITT FLYGT Pumps used with Qualified Liquids in Sewage Lift Stations are Warranted for 5 years. ITT FLYGT pumps used for Sewage Treatment Processing or for more continuous (41% duty cycle or more) pumping of Qualified Liquids are Warranted for 10,000 hours of operation. Warranty begins on the date of shipment from ITT FLYGT. ITT FLYGT will pay the following share of the cost of replacement parts and labor provided the Pump, with Cable attached, is returned prepaid to an Authorized ITT FLYGT Service Facility for repairs. Cutting Plates and Impellers for FP Pumps are not included in this warranty.

	<u>TIME AFTER SHIPMENT</u>		
Months:	0-18	19-39	40-60
Hours:	0-3000	3000-6500	6500-10,000
Warranty:	100%	50%	25%

Unless otherwise specified by ITT FLYGT Corporate Headquarters, time after shipment shall be determined from shipping date, to date of receipt of defective product (or Warranty Claim) by ITT FLYGT or any of ITT FLYGT's Authorized Service Facilities.

Start-up report and electrical System Schematics (including Bills of Material) will be required to support any Warranty Claims. This Warranty shall not apply to any Product or Part of Product which has been subjected to misuse, accident, negligence, used in a manner contrary to ITT FLYGT's printed instructions or damaged due to a defective power supply, improper electrical protection or faulty installation or repair. The 5 year (or 10,000 hour) Warranty applies to the following Accessories if originally purchased with the pumps: Discharge Connection, Access Cover, HDL Valve, Guide Bar Bracket(s) and Pump Power Cable(s).

IMPORTANT: For warranty purposes, Monitoring devices supplied with specific pumps for protection must be connected and utilized. Failure to do so will invalidate the warranty.

ITT FLYGT's sole obligation under this Warranty shall be to Repair, Replace or Grant a Credit Reimbursement at its discretion, through its Warranty Processing Procedures for defective products when returned prepaid to ITT FLYGT and upon ITT FLYGT's exclusive examination found to be defective. Products repaired or replaced under this warranty will be returned freight prepaid.

ITT FLYGT neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment. Any enlargement or modification of this Warranty by a Representative, or other Selling Agent shall become his exclusive responsibility.

ITT Flygt will not be held responsible for travel expenses, rented equipment, outside contractor's fees, unauthorized repair shop expenses, or for pumps purchased or used without ITT Flygt supplied cable or controls unless suitable for the purpose and equal to ITT Flygt cables or controls. The warranties made herein by ITT Flygt are in lieu of any and all other warranties, expressed or implied and the implied warranties of merchantability and fitness for a particular purpose are hereby expressly disclaimed. ITT Flygt assumes no liability for loss of use or for any direct, indirect or consequential damages of any kind in respect to the use or operation of ITT Flygt products, or any equipment or accessories in connection therewith.

THE ITT FLYGT CORPORATION
FUS 4-2001



Memo

Date: June 19, 2012

To: Don Morrison – City Administrator

Via: Dan Grigsby – Public Works Director

From: Charles Simpson – Assistant Public Works Director

Re: Sole Source Purchase – Whitney Equipment Co. Flygt Motor and Pump (unit)

Purposed Source: Whitney Equipment Co.

Scope of Work: To purchase Flygt motor/pump and installation for sewer lift station use.

Exclusive Capability: The City has chosen to outfit all of its sewer lift stations with Flygt pumps since 1987. This allows the sewer crews to have uniformity and interchangeable parts on hand. Whitney Equipment is the only authorized dealership in the State of Washington to sell and service Flygt Pumps. Use of other manufacturers, pumps /motors would possibly require a redesign of the rail system and discharge piping within the wet well.

We are continuing our program of routine maintenance throughout the lift stations motors/pumps. The following motor/pumps have been in service since 1987 and have far exceeded their life expectancy in lift stations 3, 4, 6, 7, 8, 13 and a spare. In 2012, we plan to replace eight 5 hp/460V 3pH FM motor/pumps, two 10 hp/460V 3 PH FM motor/pumps, and three 20 hp/460V 3PH motor/pumps. This will complete the replacement of all 20 hp motor/pumps in our 22 lift stations.

Funding Source: Yearly O&M Sewer budget line item 402-000-035-535-50-48-03 – Unscheduled Projects
CIP budget line item 402-101-035-594-35-60-01 Const Cap Assets –Unscheduled Projects.

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 24 July 2012	Agenda Bill Number: AB12-113
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2229	Councilmember Sponsor: Randy McKibbin

Agenda Subject: Authorize the Kindercare ROW purchase for SR410 & Main Street Intersection

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize The Kindercare Row Purchase For Sr410 & Main Street Intersection.

Administrative Recommendation:

Background Summary: The Public Works Department is in negotiations with three property owners in relation to the improvements necessary for the SR 410 and Main Street Intersection Improvement Project. Ocean Manor Apartments, LLC owns the property where the Kindercare business is located and they are the first of the three properties to agree to the fair market assessed terms (for more detail on all three properties please see AB12-16). Cascade Right of Way Services has deemed the 913 square feet to have a Fair Market value of \$18.07 per square foot for a total of \$16,500 and Just Compensation for the landscaping improvements completed in the past on this land of \$900.00. The total compensation for the land purchased comes to \$17,400.00

Attachments: Resolution 2229, Offer Letter; Maps (within Offer Letter)

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$70,000	\$43,720	\$17,400	\$26,320
Budget Explanation: 301.050.032.595.20.63.01 Main Street/SR 410 Intersection Sidewalks- ROW Revenue: Fransiscan Medical Health Center Share & Available TIF			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Community Development Date: 17 July 2012	<i>Approvals:</i> Chair/Councilmember Randy McKibbin Councilmember James Rackley Councilmember Katrina Minton-Davis	<table style="width: 100%; border: none;"> <tr> <td style="padding: 0 5px;">Yes</td> <td style="padding: 0 5px;">No</td> </tr> <tr> <td style="text-align: center; padding: 0 5px;"><input checked="" type="checkbox"/></td> <td style="text-align: center; padding: 0 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center; padding: 0 5px;"><input checked="" type="checkbox"/></td> <td style="text-align: center; padding: 0 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center; padding: 0 5px;"><input checked="" type="checkbox"/></td> <td style="text-align: center; padding: 0 5px;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Forward to:	<table style="width: 100%; border: none;"> <tr> <td style="padding: 0 10px;">Consent</td> <td style="padding: 0 10px;"><input checked="" type="checkbox"/> Yes</td> <td style="padding: 0 10px;"><input type="checkbox"/> No</td> </tr> <tr> <td style="padding: 0 10px;">Agenda:</td> <td colspan="2"></td> </tr> </table>			Consent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Agenda:				
Consent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No									
Agenda:											
Commission/Board Review:											
Hearing Examiner Review:											

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

APPROVALS		
Director: Dan Grigsby, P. E.	Mayor: Neil Johnson Jr.	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE MAYOR TO SIGN THE REAL PROPERTY PAYMENT VOUCHER WITH OCEAN MANOR APARTMENTS, LLC FOR THE RIGHT OF WAY ACQUISITION WITHIN THE MAIN STREET INTERSECTION IMPROVEMENTS PROJECT LIMITS.

WHEREAS, the City Council approved the design contract for the Main Street and SR 410 Intersection Improvements Project by Resolution 2162 on October, 25, 2011; and

WHEREAS, the design has identified several partial property acquisitions required to construct the improvements proposed in the design; and

WHEREAS, Ocean Manor Apartments, LLC has agreed on the offer for the 913 square feet of land and past landscaping improvements per fair market assessment;

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the Real Property Payment Voucher with Ocean Manor Apartments, LLC for the sum of \$17,400.

PASSED and adopted by the City Council this 24th day of July 2012.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

May 29, 2012

Ocean Manor Apartments, LLC
201 Covina Avenue, Suite #1
Long Beach, CA 90803-1843

RE: Offer Letter
Tax ID#: 5640001774
Project Name: SR 410 – Main Street Improvements

Dear Property Owner:

The City of Bonney Lake has plans for the SR 410 – Main Street Improvement Project as noted above. As part of the project, the City needs to acquire a portion of your property and/or property rights for the construction and implementation of street improvements.

Cascade Right-of-Way Services has been contracted by the City of Bonney Lake to assist in acquiring the property needed. Therefore, the sender of this letter is the City's agent in completing this transaction.

Your property has been examined by a qualified real estate appraiser. They have considered all the elements which contribute to the present value of your property. Their considerations are predicated upon applicable Federal and State laws relating to Fair Market Value and Just Compensation. By law, they must disregard any general increase or decrease in value caused by the project itself.

Based upon the market value estimated for your property, the City of Bonney Lake offers **Seventeen Thousand Four Hundred and 00/100 Dollars (\$17,400.00)** for the needed property and/or property rights: This offer is described as follows:

913 SF in Fee Simple Title	\$16,500.00
<u>Improvements (landscaping pavement contribute)</u>	<u>\$900.00</u>
TOTAL JUST COMPENSATION:	\$17,400.00

You may wish to employ professional services to evaluate the City's offer. If you do so, we suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the City's offer. The City will reimburse up to \$750 of your evaluation costs upon submission of the bills or paid receipts.

Should you decide to accept the offer, you can sign the attached documents necessary for the completion of this transaction, and we will forward them on to the City of Bonney Lake for processing. Payment for your property and/or property rights will be made available to you or your lender by certified mail approximately 45 days after you accept the City of Bonney Lake's offer (**depending on your lender, it may take 3 to 6 months to obtain a partial release of your loan**). The "payment date" is the date on which payment is made available to you or your lender. On that date, the City of Bonney Lake becomes owner of the property purchased and responsible for its control and management. If property taxes are due at the time you accept the offer, you may be required to sign a Transfer of Lien form, which will transfer any taxes owed to the remaining property.

The Internal Revenue Service (IRS) requires that the City obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction. You will be required to complete a W-9 form and provide it to the department's agent upon acceptance of the City's offer. If you want additional information, please contact an IRS office.

Donations are gratefully accepted. The City of Bonney Lake can use your support by donating the portion of your property needed to complete this project. Your generosity will make a difference in your community and will help reduce project costs. If you wish to take this opportunity, please complete and return the attached form. Your donation may be tax deductible. However, if you wish to use the donation for a tax deduction, you will need to seek the advice of an accountant or from the Internal Revenue Service regarding their current rules for donations and valuation. The undersigned agent is not authorized to explain or discuss your tax benefit.

If mutual agreement regarding this offer cannot eventually be reached through voluntary negotiations, the City, acting in the public interest, will use its right of eminent domain to acquire the above-referenced property or property rights for public use. In conformity with the Washington State Constitution and laws, the City Attorney will file a condemnation suit and arrange a trial to determine the just compensation to be paid for the property. This action would be taken to ensure that your rights as an individual property owner and the right of all city taxpayers are equally protected.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. To assist you in this acquisition process, we have enclosed for your information brochures entitled "Transportation Property Needs and You" and "The Law of Real Estate Agency". We hope the information will assist you in reaching a decision. Please feel free to direct any questions you may have to **Brian Fagernes (360) 791-1188**. To achieve the accelerated schedule, the City of Bonney Lake requires a response to this offer by June 30, 2012.

Sincerely,

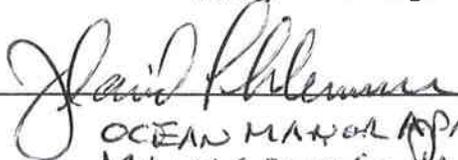
Cascade Right-of-Way Services, Inc.



Brian R. Fagernes
Managing Broker

Attachments: Warranty Deed, Road Construction Agreement, Real Property Voucher Agreement, W-9, Excise Tax Affidavit, Right of Way Plan, Pamphlet Entitled "The Law of Real Estate Agency" and Pamphlet Entitled "Transportation Property Needs and You"

Receipt of this letter is hereby acknowledged: (Signature does not mean acceptance of this offer)

By:  Date: 6/19/12
OCEAN MARINA APARTMENTS LLC
MANAGING PARTNER

Real Property Payment Voucher

**City of Bonney Lake
Public Works Department
PO Box 7380
Bonney Lake, WA 98391-0944**

Claimant(s)

Ocean Manor Apartments, LLC
201 Covina Avenue, Suite #1
Long Beach, CA 90803-1843

Title, Project, Parcel

SR 410 – Main Street Improvements
County Assessor No. 5640001774

A full, complete, and final payment for settlement for the title or interest conveyed or released as fully set forth in the Statutory Warranty Deed dated 6/19/12.

913 SF in Fee Simple Title	\$16,500.00
<u>Improvements (landscaping pavement contribute)</u>	<u>\$900.00</u>
TOTAL JUST COMPENSATION:	\$17,400.00

I/we hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Bonney Lake, that the same or any part thereof has not been paid, and that I/we am/are authorized to sign for the claimant.


By: MANAGING PARTNER
Ocean Manor Apartments, LLC

City of Bonney Lake

Date

After recording return to:

City of Bonney Lake Public Works
City Hall Annex
PO Box 7380
Bonney Lake, WA 98391-0944
Attention: John Woodcock, P.E.

STATUTORY WARRANTY DEED

Grantor(s): Ocean Manor Apartments, LLC a California Limited Liability Company
Grantee: City of Bonney Lake, a Municipal Corporation
Abbreviated Legal: Ptn Parcel A of BLA No. 8912070450
Tax Parcel No.: 5640001774

THE GRANTOR(S), Ocean Manor Apartments, LLC a California Limited Liability Company, for and in consideration of mutual benefits and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom, do(es) by these presents warrant, grant, and convey to the City of Bonney Lake , a Municipal Corporation, for the use of the public, the following described real estate situated in the City of Bonney Lake, Washington, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, together with any after-acquired title therein, to wit:

See Attached Exhibit "A"

The undersigned hereby agree(s) to surrender occupancy of the lands and/or rights herein conveyed, on the date of acceptance of this instrument by the City of Bonney Lake.

David Clemens

By: MANAGING MEMBER
OCEAN MANOR APARTMENTS LLC

State of _____)
County of _____)

On this _____ day of _____, 2012, before me personally appeared _____, to me known to be the managing member of _____ LLC, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.

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

SEE ATTACHED CA ACKNOWLEDGMENT
(Print Name)

(Signature)

Notary Public in and for the State of _____

Residing at _____

My Appointment Expires: _____

Accepted by:

City of Bonney Lake

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 19, 2012 before me, _____ ,
DATE

Erin Surinck, Notary Public ,
NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared James David Shlemmer ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Erin Surinck

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

Statutory Warranty Deed
TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

3
NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: Managing Partner

June 19, 2012
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Ocean Manor Apartments LLC

N/A
SIGNER(S) OTHER THAN NAMED ABOVE

Exhibit "A"

NEW RIGHT OF WAY DESCRIPTION FOR 5640001774

BEGINNING AT THE NORTHWEST CORNER OF PIERCE COUNTY PARCEL NO. 5640001774, SAID POINT BEING 30.00 FEET LEFT OF STATION 11+13.28 OF CITY OF BONNEY LAKE RIGHT OF WAY PLANS FOR C-LINE (MAIN STREET) DATED DECEMBER 2011; THENCE S 88°45'03" E ALONG THE NORTH LINE OF SAID PARCEL NO. 5640001774 FOR 10.28 FEET; THENCE S 01°12'45" W FOR 33.44 FEET; THENCE N 88°23'00" W FOR 8.39 FEET; THENCE S 09°11'04" W FOR 15.02 FEET; THENCE N 80°48'56" W FOR 1.34 FEET; THENCE S 07°59'59" W FOR 28.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS S 80°47'11" E FOR 60.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°00'30" FOR AN ARC DISTANCE OF 15.85 FEET; THENCE S 19°52'06" E 15.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE ROUTE 410 AND 60 FEET LEFT OF STATION 293+76.88 OF STATE ROUTE 410; THENCE N 42°05'48" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY FOR 2.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS N 47°54'12" E FOR 46.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°50'56" FOR AN ARC DISTANCE OF 49.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS N 70°14'52" W FOR 230.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°55'09" FOR AN ARC DISTANCE OF 59.89 FEET TO THE POINT OF BEGINNING.

PIERCE COUNTY, WASHINGTON.

ESCROW AGREEMENT

Attn: Robin LaCroix
Lakewood Escrow
10524 Bridgeport Way SW
Lakewood, WA 98499

Title Company: Rainier Title Insurance Company
Reference No. 632521
Project Parcel No. 5640001774
Project Title. SR 410 – Main Street Improvements

DATE: 6/19/12

The City of Bonney Lake Public Works and the undersigned mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The undersigned grantors hereby authorize the issuance of a City warrant payable solely to the above-named Escrow Agent, for our benefit.
2. Receive the Statutory Warranty Deed handed herewith from me/us as grantor(s) to the City of Bonney Lake as grantee, conveying the lands described in your above-referenced Preliminary Commitment.
3. Receive the sum of \$17,400.00 in the form of a City warrant that you are instructed to distribute as follows:

Pay and eliminate of record all encumbrances on said premises shown in Pacific Northwest Title Company Preliminary Commitment #632521, and supplements dated _____ together with any other encumbrances appearing of record against said premises, on statement of holder or holder's representative prior to closing, except those noted in paragraph _____

4. Note: All escrow and recording fees shall be paid by the City.
5. The City of Bonney Lake, at its discretion, reserves the right to withdraw the funds for this transaction from escrow and close this transaction independently or deposit said funds with the Clerk of the Court if deemed necessary.

6. When ready to vest title in the City of Bonney Lake, record instrument shown in instruction 2 above and prepare CLOSING DETAIL STATEMENT as explained on the reverse hereof.

7. Remit the balance by your check to: 201 COVINA AVE #1, LONG BEACH, CA 90803 with your CLOSING DETAIL STATEMENT.

8. Issue standard form Owner's policy of title insurance in the sum of \$17,400.00 insuring the City of Bonney Lake as owner of the estate conveyed.

9. Upon closing, mail recorded instruments, title policy, and copy of CLOSING DETAIL STATEMENT to the City of Bonney Lake Public Works Department, PO Box 7380, Bonney Lake, WA 98391-0944

By: 
MANAGING PARTNER

Ocean Manor Apartments, LLC

CITY OF BONNEY LAKE
Public Works Department

By: _____
Name

Title

CLOSING DETAIL STATEMENT

As indicated on the Escrow Instructions, the Escrow Agent shall furnish, upon the completion of the escrow transaction, a CLOSING DETAIL STATEMENT that will show thereon:

- (a) The date of receipt and total amount of escrowed funds.
- (b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City.
- (c) The date on which the City's grantor is notified that the Escrow Agent is ready to disburse funds to the City's grantor.
- (d) Date of closing of the escrow.
- (e) Detail of a mortgage payoff that includes:
 - Principal unpaid balance and date.
 - Accrued interest and dates for which interest is paid.
 - Prepayment penalty assessed, if any.
 - Offset of reserves held by mortgagee.
 - Net amount paid to mortgagee and date.
- (f) Sums, if any, withheld from distribution to City's grantors at time of closing, and for what reason.
- (g) Endorsements to the effect that:
 - 1. The statement has been read by the City's grantor, approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.
 - 2. The closing officer certifies that the statement is true and correct.

In case the Escrow Agent has withheld funds from distribution to the City's grantors for any reason, the Escrow Agent shall furnish to the City copies of correspondence transmitting such withheld funds at the time of their final disposition.



REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW - CHAPTER 458-61 WAC

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name

Form with sections 1 and 2 for Seller/Grantor and Buyer/Grantee information, including names, addresses, and phone numbers.

Section 3: Send all property tax correspondence to... and List all real and personal property tax parcel account numbers.

Section 4: Street address of property and location information (County OR, city of Bonney Lake).

See Attached Legal Description

Section 5: Enter Abstract Use Categories and exemption information.

Section 6: YES/NO table for property designations and continuation notices.

Section 7: List all personal property included in selling price and tax calculation table.

Section 8: I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. Includes signature lines for Grantor and Agent.

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

**ROAD CONSTRUCTION AGREEMENT
BETWEEN
CITY OF BONNEY LAKE PUBLIC WORKS
AND**

Property Owner: Ocean Manor Apartments, LLC
201 Covina Avenue, Suite #1
Long Beach, CA 90803-1843

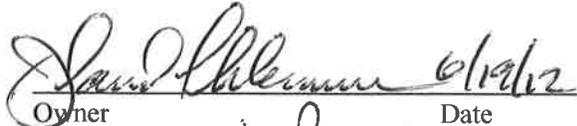
Project: SR 410 – Main Street Improvements
Assessors Parcel ID #: 5640001774

(This agreement may be supplemental to the written terms of a deed but shall not be in any conflict therewith. It shall also serve to protect the interests of the City and property owners where no deed is necessary. It is intended to cover details of construction in matters open to doubt or susceptible to misunderstanding and no liability nor obligation shall exist except as stated herein or in the deed)

The undersigned hereby agree to the following conditions for the construction of the project named and described above:

1. The City agrees to maintain access to the subject property at all times during construction of the driveway approach.
2. It is understood and agreed between the parties that the sale of the 913 square feet of right-of-way shall not impact redevelopment or change in use of the subject property.

Right of Entry. The property owners agree to allow the City and/or its assigns the right to work outside the limits of the right of way to accomplish the above and is temporary and will terminate on completion thereof. This imparts no right to park vehicles for any length of time on the owners' property. The City of Bonney Lake agrees to indemnify and hold the landowner harmless from all claims and causes of action of any nature whatsoever arising out of the right of entry by the City or its contractors.



 Owner Date
 MANAGING PARTNER
 OCEAN MANOR APARTMENTS LLC

 Owner Date

 City of Bonney Lake Date



 R/W Agent Date
 6/27/12

NEW RIGHT OF WAY DESCRIPTION FOR 5640001774

BEGINNING AT THE NORTHWEST CORNER OF PIERCE COUNTY PARCEL NO. 5640001774, SAID POINT BEING 30.00 FEET LEFT OF STATION 11+13.28 OF CITY OF BONNEY LAKE RIGHT OF WAY PLANS FOR C-LINE (MAIN STREET) DATED DECEMBER 2011; THENCE S 88°45'03" E ALONG THE NORTH LINE OF SAID PARCEL NO. 5640001774 FOR 10.28 FEET; THENCE S 01°12'45" W FOR 33.44 FEET; THENCE N 88°23'00" W FOR 8.39 FEET; THENCE S 09°11'04" W FOR 15.02 FEET; THENCE N 80°48'56 " W FOR 1.34 FEET; THENCE S 07°59'59" W FOR 28.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS S 80°47'11" E FOR 60.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°00'30" FOR AN ARC DISTANCE OF 15.85 FEET; THENCE S 19°52'06" E 15.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE ROUTE 410 AND 60 FEET LEFT OF STATION 293+76.88 OF STATE ROUTE 410; THENCE N 42°05'48" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY FOR 2.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS N 47°54'12" E FOR 46.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°50'56" FOR AN ARC DISTANCE OF 49.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS N 70°14'52" W FOR 230.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°55'09" FOR AN ARC DISTANCE OF 59.89 FEET TO THE POINT OF BEGINNING.

PIERCE COUNTY, WASHINGTON.

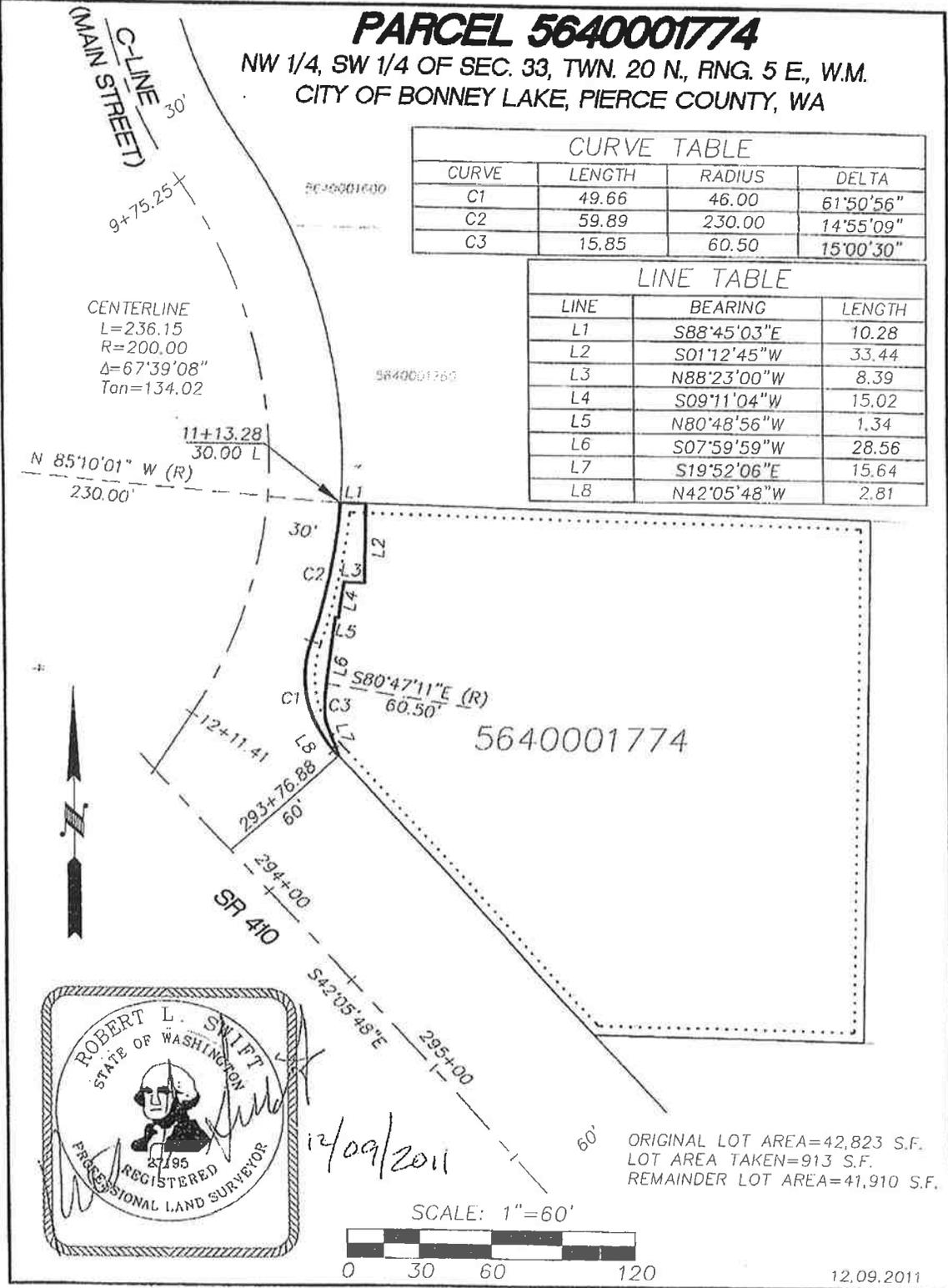


12/09/2011

PARCEL 5640001774
 NW 1/4, SW 1/4 OF SEC. 33, TWN. 20 N., RNG. 5 E., W.M.
 CITY OF BONNEY LAKE, PIERCE COUNTY, WA

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	49.66	46.00	61°50'56"
C2	59.89	230.00	14°55'09"
C3	15.85	60.50	15°00'30"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°45'03"E	10.28
L2	S01°12'45"W	33.44
L3	N88°23'00"W	8.39
L4	S09°11'04"W	15.02
L5	N80°48'56"W	1.34
L6	S07°59'59"W	28.56
L7	S19°52'06"E	15.64
L8	N42°05'48"W	2.81



ORIGINAL LOT AREA=42,823 S.F.
 LOT AREA TAKEN=913 S.F.
 REMAINDER LOT AREA=41,910 S.F.

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 24 July 2012	Agenda Bill Number: AB12-103
Agenda Item Type: Public Hearing	Ordinance/Resolution Number: 2223	Councilmember Sponsor: Randy McKibben

Agenda Subject: Approve the 2013-2018 Six Year Transportation Improvement Program (TIP)

Full Title/Motion: n/a .

Administrative Recommendation: Recommend Approval

Background Summary: At the June 26, 2012 City Council Meeting, the Council approved holding a Public Hearing for the 6- Year Transportation Inmprovement Program. On July 10, 2012, the City Council held the Public Hearing for the 6 - Year TIP in accordance with RCW 35.77.010
Attachments: Resolution 2223, 6 - Year Transportation Improvement Program (2013 - 2018), Maps,

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
N/A			
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Community Development <i>Approvals:</i> Date: 3 July 2012		Yes	No
		Chair/Councilmember Randy McKibben	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember James Rackley	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Katrina Minton-Davis	<input type="checkbox"/>	<input type="checkbox"/>
	Forward to:	Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s): July 10, 2012
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director: <i>Dan Grigsby, P.E.</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable):

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RESOLUTION NO. 2223

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (2013-2018)

WHEREAS, City Officials are directed by RCW 35.77.010 to adopt a 6-Year Street Transportation Program; and

WHEREAS, such a plan was prepared and submitted to the Mayor and City Council; and

WHEREAS, a public hearing was held on July 10, 2012 with subsequent Council discussion and direction

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

By the City Council of the City of Bonney Lake, Pierce County, that the six-Year Street Transportation Improvement Program for the years 2013-2018 be approved as a guide for the improvement of the streets of the City of Bonney Lake.

PASSED by the City Council this 24th day of July, 2012.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

CITY OF BONNEY LAKE

Public Works Department

Six Year Transportation Improvement Program (2013-2018)

List project categories

Category A – Intersection Improvements (\$3,490,000)

Traffic signalization and channelization improvements at intersections. To be funded by city TIF/REET/Gas Tax/COR funds, WSDOT, federal or state grant funding, and/or developer mitigation.

Category B - Arterial Roadway Major Improvements (\$10,000,000)

Major roadway improvements, for Collector and Minor Arterial Classified roadways including right of way acquisition when required. To be funded by city TIF/REET/Gas Tax/COR funds, state or federal grant/loan funding, developer mitigation, and/or WSDOT participation. Projects often combine improvements for environmental compliance, storm drainage, domestic water and sanitary sewer system extensions, roadway widening, bridge, curb, gutter, sidewalks, traffic signalization, lane channelization, street lighting, landscaping, street trees, etc. Also included will be a community involvement element.

The project phases are as follows:

- Pre-Design/Planning by city or city consultant
- Environmental Permitting by city or city consultant
- Right-of-Way acquisition by the city.
- Design that produces construction plans and specifications by city consultants
- Advertise and Award construction project by the city
- Construction by contractor
- Construction Management
- Project Completion, Closeout, and Acceptance

Category C - Road Reconstruction, Overlay, Chip Seal, Sidewalk (\$3,321,000)

Roadway maintenance and/or reconstruction of existing pavement with minor drainage, shoulder improvements, signing and channelization, and new sidewalks. Project funded by city, state/federal grant funds, and potential developer mitigation.

Category D - Transportation Studies (\$150,000)

Transportation or traffic studies including computer traffic modeling and Comprehensive Plan Sub Area Planning to be funded by city and performed by consultants.

Category E - Trail Projects (\$2,000,000)

Non-motorized transportation facilities including walking trails, bicycle routes, and sidewalk facilities to the enhance pedestrian and bicycle safety and mobility.

Six Year Transportation Improvement Program

Category "A" – Intersection Improvements

No.	Project description	Funding Source	Estimated Cost
A - 1	SR 410 at Veterans Memorial Drive (Ph 2) (signal upgrade and additional turn lanes with project B-3)	Dev/TIF	\$ 750,000
A - 2	SR 410 at 225 th Avenue E (new signal and additional turn lanes)	Developer	\$ 750,000
A - 3	199 th Ave at 109 th Street E (new signal and additional turn lanes; Entrance to BLHS and Mountain View Middle School)	Developer	\$ 250,000
A - 4	Veterans Memorial Drive at Angeline Rd E (new signal and additional turn lanes)	Dev/TIF	\$ 520,000
A - 5	SR 410 at 214 th Ave E (signal upgrade and additional left turn lane on SR 410, 214 th Ave. E widening)	Dev/TIF/WSDOT	\$ 750,000
A - 6	Church Lake Rd at West Tapps HWY E (new signal and additional turn lanes)	Dev/TIF	\$ 580,000
A - 7	SR 410 at 192 nd Ave E. Phase 1-A (new signal arm and additional turn lanes)	TIF/Dev/Grant	\$ 410,000
Category "A" Total			<u>\$ 3,490,000</u>

Six Year Transportation Improvement Program

Category "B" Arterial Roadway Major Improvements

No.	Project description	Funding Source	Estimated Cost
B – 1	SR 410 & Veterans Memorial Drive (Phase 2 - additional turn lanes on SR 410 and widen to 5 lanes on VMD with project A-1)	Dev/TIF/Grant	\$4,150,000
B – 2	Myers Road from SR 410 to 81 st Street (install 1,000 ft of soldier pile retaining wall to address erosion)	City	\$2,000,000
B – 3	214 th from SR 410 to 96 th St E (widen to 5 lanes; In front of Home Depot and Rite Aide with project A-5)	Dev/TIF/City	\$1,350,000
B – 4	214 th from SR 410 to Southern City Limits (widen to 5 lanes with project A-5)	Dev/TIF/City	\$2,500,000

Category "B" Total **\$10,000,000**

Six Year Transportation Improvement Program

Category "C" Roadway reconstruction, asphalt overlay, or chip seal

Year	Project description	Funding Source	Estimated Cost
2013			
	Street Reconstruction Program	City	\$103,000
	Overlay Program	City	\$103,000
	Chip Seal Program (Seven Miles)	City	\$206,000
	Sidewalk Improvements	City	\$103,000
2014			
	Street Reconstruction Program	City	\$106,000
	Overlay Program	City	\$106,000
	Chip Seal Program (Seven Miles)	City	\$212,000
	Sidewalk Improvements	City	\$106,000
2015			
	Street Reconstruction Program	City	\$109,000
	Overlay Program	City	\$109,000
	Chip Seal Program (Seven Miles)	City	\$218,000
	Sidewalk Improvements	City	\$109,000
2016			
	Street Reconstruction Program	City	\$112,000
	Overlay Program	City	\$112,000
	Chip Seal Program (Seven Miles)	City	\$225,000
	Sidewalk Improvements	City	\$112,000
2017			
	Street Reconstruction Program	City	\$115,000
	Overlay Program	City	\$115,000
	Chip Seal Program (Seven Miles)	City	\$232,000
	Sidewalk Improvements	City	\$115,000
2018			
	Street Reconstruction Program	City	\$118,000
	Overlay Program	City	\$118,000
	Chip Seal Program (Seven Miles)	City	\$239,000
	Sidewalk Improvements	City	\$118,000
Category "C" Total			<u>\$ 3,321,000</u>

Six Year Transportation Improvement Program

Category "D" Transportation Studies

Year	Project description	Funding Source	Estimated Cost
2018	Update City Transportation Plan (update City wide demographics, traffic counts, and Traffic Model)	City	\$150,000
Category "D" Total			<u>\$150,000</u>

Category "E" Multimodal Projects

Project description	Funding Source	Estimated Cost
SR410-Angeline Rd Missing Link	City/Grant	\$1,500,000
Fennel Creek Trail Project	City/Grant	\$500,000
Category "E" Total		<u>\$2,000,000</u>

TOTAL PROGRAM COST **\$18,961,000**

Six Year Transportation Improvement Program

SR410 E at Veterans Memorial Dr E (Ph 2)



City of Bonney Lake

Map 1

- SR410 E at Veterans Memorial Dr E (Phase 2)
Dev/TIF \$ 750,000
(signal upgrade and additional turn lanes with project B-1)
- SR410 E and Veterans Memorial Dr E
Dev/TIF/Grant \$4,150,000
(Phase 2 - additional turn lanes on SR 410 and widen to 5 lanes on VMD with project A-1)



100

Feet



June 19, 2012

Six Year Transportation Improvement Program

SR410 E at 225th AVCT E



City of Bonney Lake

Map 2

- SR410 E at 225th AVCT E
Developer \$750,000
(new signal and additional turn lanes)

--- Bonney Lake City Limits



300

Feet



June 19, 2012

Six Year Transportation Improvement Program

199th Ave E at 109th St E



City of Bonney Lake

Map 3

- 199th Ave E at 109th St E
Developer \$250,000
(new signal and additional turn lanes; Entrance to BLHS and Mountain View Middle School)

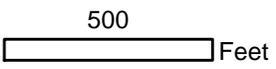
--- Bonney Lake City Limits



Bonney Lake High School

A-3

Mountain View Middle School



June 19, 2012

Six Year Transportation Improvement Program

Veterans Memorial Dr E at Angeline Rd E



City of Bonney Lake

Map 4

- Veterans Memorial Dr E at Angeline Rd E
Dev/TIF \$520,000
(new signal and additional turn lanes)

--- Bonney Lake City Limits



300

Feet



June 19, 2012

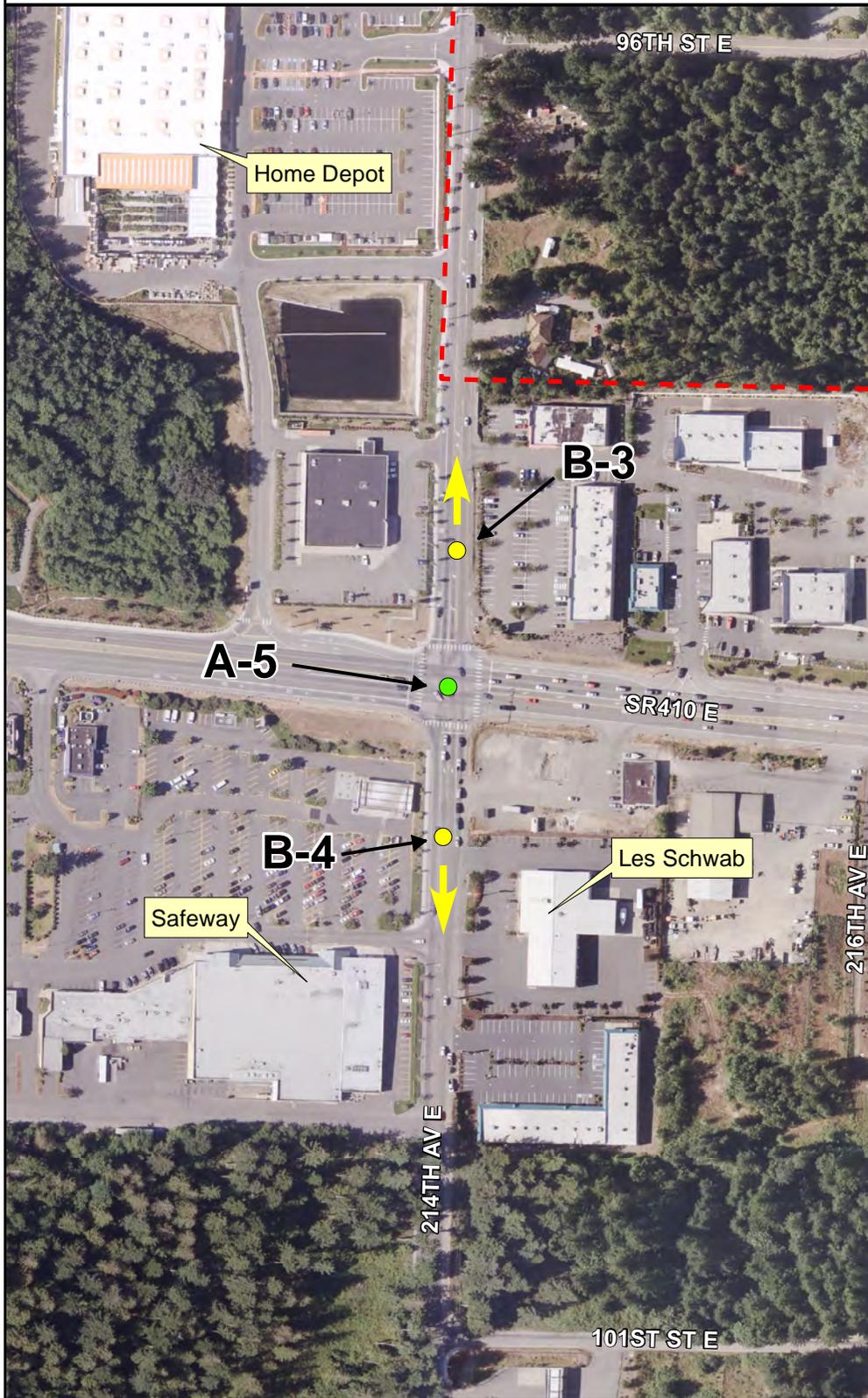
Six Year Transportation Improvement Program

SR410 E at 214th Ave E



City of Bonney Lake

Map 5



- SR410 E at 214th Ave E
Dev/TIF/WSDOT \$750,000
(signal upgrade and additional left turn lane on SR 410 E, 214th Ave E widening)
- 214th Ave E from SR410 E to 96th St E
Dev/TIF/City \$1,350,000
(widen to 5 lanes; In front of Home Depot and Rite Aide with project A-5)
- 214th Ave E from SR410 E to Southern City Limits
Dev/TIF/City \$2,500,000
(widen to 5 lanes with project A-5)

--- Bonney Lake City Limits

300

Feet



June 19, 2012

Six Year Transportation Improvement Program

Church Lake Rd E at West Tapps HWY E



City of Bonney Lake

Map 6

- Church Lake Rd E at West Tapps HWY E
Dev/TIF \$580,000
(new signal and additional turn lanes)



300

Feet



June 19, 2012

Six Year Transportation Improvement Program

SR410 E at 192nd Ave E Phase 1-A



City of Bonney Lake

Map 7

- SR410 E at 192nd Ave E Phase 1-A
TIF/Dev/Grant \$410,000
(new signal arm and additional turn lanes)



300

Feet



June 19, 2012

Six Year Transportation Improvement Program

Myers Rd E from SR410 E to 81st St E



City of Bonney Lake

Map 8

Myers Rd E from SR410 E to 81st St E
City \$2,000,000
(install 1,000 ft of soldier pile retaining wall to address erosion)



1,000 ft
Soldier Pile
Retainign Wall

B-2

Stor-N-Lok

Hillcrest Estates

Text

Lakes Place
Office Building

300
Feet



June 19, 2012

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

Department/Staff Contact: PW / Director Dan Grigsby	Meeting/Workshop Date: 24 July 2012	Agenda Bill Number: AB12-49
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2199	Councilmember Sponsor:

Agenda Subject: ESTABLISH EASTOWN UTILITY LATECOMER AGREEMENT (ULA)

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Relating To Creation Of A Sewer Utility Latecomer Agreement In Eastown.

Administrative Recommendation: Recommend Adoption

Background Summary: The City Council approved a non-binding MOU with the Eastown Sewer Development Association LLC to build a sewer system extension into Eastown with Resolution 2165 on October 18, 2011. This resolution will authorize the Mayor to enter into a ULA with the Association. A Public Hearing will be held at the City Council meeting on July 10 prior to forwarding this Resolution to the City Council for action on July 24.

Attachments: Resolution 2199; EASTOWN Utility Latecomer Agreement; Eastown Sewer Easement Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Other	<i>Approvals:</i>	Yes No
	Date:	Chair/Councilmember Randy McKibbin	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Katrina Minton-Davis	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Jim Rackley	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent	
		Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION			
Workshop Date(s):	3APR2012, 17APR2012, 3JUL2012	Public Hearing Date(s):	10 July 2012
Meeting Date(s):	18OCT2011, 24JUL 2012	Tabled to Date:	

APPROVALS		
Director: <i>DAN GRIGSBY</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING ESTABLISHMENT OF THE EASTOWN UTILITY LATECOMER AGREEMENT

Whereas, the City Council approved a non-binding Memorandum Of Understanding with the Eastown Sewer Development Association LLC to build a sewer system extension into Eastown with Resolution 2165 on October 18, 2011; and,

Whereas, the City and Eastown Sewer Development Association LLC now desire to enter into a Utility Latecomer Agreement for the purpose of building an extension of the City sewer system into Eastown; and,

Whereas, the terms of this agreement are as set forth in the attached Utility Latecomer Agreement;

Now therefore, be it resolved; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the Eastown Sewer Development Financing Contract and Utility Latecomer Agreement.

PASSED by the City Council this 24th day of July, 2012.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

When recorded please return to:
Don Morrison
City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98391

DOCUMENT TITLE:
Sewer Development Financing Contract

REFERENCE NUMBERS OF DOCUMENTS RELEASED:
N/A

GRANTOR/GRANTEE:
Eastown Sewer Development LLC/City of Bonney Lake

ABBREVIATED LEGAL DESCRIPTION: EASTOWN UTILITY LATECOMER
AGREEMENT

TAX PARCEL/RECORDING NUMBERS: See tax parcel numbers on EXHIBIT D

EASTOWN SEWER DEVELOPMENT FINANCING CONTRACT AND UTILITY LATECOMER AGREEMENT

WHEREAS, the City of Bonney Lake (“City”) and the Eastown Sewer Development Association L.L.C. (“Association”) and its individual members, in recognition of the individual and public benefit to be served by installing a sanitary sewer system in the area of Bonney Lake known as Eastown, executed a Memorandum of Understanding (MOU) in Resolution 2165 on October 18, 2011, expressing their intentions to execute a Sewer Development Financing Contract (“Agreement”); and

WHEREAS, installing sewer service in Eastown will augment the city’s utility rate base, implement the comprehensive plan of the city by extending utility infrastructure and stimulating commercial development in Eastown, and benefit the sewer utility’s efficiency and economy of scale; and

WHEREAS, the City has completed plans and specifications for the development of a sewer lift station and associated sewer system infrastructure in Eastown; and

WHEREAS, Chapter 35.91.020 RCW gives cities the authority to contract with private property owners for construction of utility infrastructure, to assess benefitted properties for pro rata share of construction costs, and to collect reimbursements from property owners who connect to the system within twenty (20) years; and

WHEREAS, the RCW and Bonney Lake Municipal Code (“**BLMC**”) Chapter 13.16 authorize the City to partner with interested parties in financing development of utilities, and to receive latecomer reimbursements for City expenditures on same; and

WHEREAS, the Code provides that no financing arrangement may be approved in which the city participation amounts to more than 95 percent of the total construction costs as determined by the Engineers Estimate.

NOW THEREFORE, the undersigned agree upon all of the following terms:

1. Construction Project. The City shall be responsible for the construction of sanitary sewer infrastructure in Eastown, including a lift station and associated infrastructure (hereinafter referred to the Eastown Sewer Development Project, or “**Project**”). The Project shall consist of a new sewer lift station, a north/south gravity main to the lift station starting on the South Side of SR 410, and a pressure/gravity line along 96th Street East connecting to the existing sewer system. A map indicating the location of construction work is attached as **Exhibit A** to this Agreement. The City shall have sole discretion and authority to manage the Project and direct the work, including the granting of change orders or alteration of designs where appropriate.
2. Public works laws. The City shall manage the Project as a public works project, abiding by all applicable requirements of Title 39 RCW, including competitive bidding, bonding, retainage, and the payment of prevailing wages.
3. Association’s contribution. The City’s obligation to construct the Project shall be contingent upon the Association’s upfront payment to the City of five percent (5%) of the total estimated Project construction costs within thirty (30) days of the Association’s execution of this Agreement. The Association’s payment shall be made in cash to the City’s Finance Director. Failure to make the payment within thirty (30) days shall render this Agreement void and of no further effect, and shall nullify the City’s obligation to construct the Project. The Association’s contribution, payable within thirty (30) days of execution of this Agreement, shall be two hundred and one thousand one hundred and five dollars (\$201,105.00), the amount calculated as 5% of the Engineer’s Estimate of four million twenty-two thousand one-hundred dollars (\$4,022,100.00), pursuant to BLMC § 13.60.030E. However, should the actual construction costs be less than the Engineer’s Estimate, the \$201,105 amount shall be reduced a proportional amount, but no event shall the reduced amount be less than one hundred seventy-eight thousand dollars (\$178,000). A refund of any reduced amount shall be provided to the Association at project close-out.
4. Assessments recorded. Upon Final Completion of the Project, the City shall record latecomer assessments against all benefiting properties in the assessment reimbursement area (“Latecomer Fees”), including the properties belonging to Association members. The total costs for the Project, including all costs eligible for reimbursement under this agreement, shall be as itemized in **Exhibit B**, including the proportionate share of the

total project costs paid by the City and the Association respectively. The assessment reimbursement area, showing the benefiting properties to be served by the Eastown sewer lift station, is depicted on **Exhibit C** map to this Agreement. **Exhibit D** to this agreement summarizes the initial amount of the Latecomer Fee for each benefiting property; however, each year these fees shall be adjusted by the accrued revenue bond interest with a minimum of five years interest to be paid by each latecomer. The latecomer assessments shall require the property owners to contribute their pro-rata share of the construction costs of the Project, payable at the time the property owner is issued a building permit on his or her property or at other such time as allowed by the BLMC. The City shall not allow any owner of a parcel within the assessment reimbursement area to connect to the city sewer system or otherwise utilize the system improvements as described herein without such owner or owners having first paid to the City the latecomer assessment due for that parcel or parcels.

5. Connection costs. Each property owner in the Eastown area, including the members of the Association, shall be required to pay the all costs and fees applicable for connecting their properties to the sewer system, including the costs of designing and constructing the connection, the Latecomer Fee, system development charges, and any other fees established by the BLMC in effect at the time of connection.
6. Assessment calculation. The pro-rata shares included in the latecomer assessments shall be calculated according to the square footage of the property seeking connection to the system, as follows:

Latecomer Fee = Parcel Net Square footage X Total Project Cost per square foot

- Parcel Net Square Footage = Pierce County Assessor parcel square footage less future public road right-of-way square footage on that parcel
 - Total Project Cost includes design, pre-construction, and construction costs (currently estimated at \$4,850,190).
 - Total Project Cost per square foot = Total Project Cost / Total net square footage in the assessment reimbursement area
 - Square footage conversion to acres will be used for the Assessment Rolls
7. Form of assessment. Latecomer assessments recorded against the properties shall substantially take the form of **Exhibit E** to this Agreement, provided, however, that the City has sole discretion to alter the form of assessments as necessary.
 8. Interest. Each parcel's Latecomer Fee and LLC Reimbursement assessment shall accrue interest at a per annum rate equivalent to the rate on the Revenue Bond secured to finance this Project, provided that any property owner may avoid paying accrued interest by paying in full the assessed Latecomer Fee within six (6) months of its recording against the Property or before January first of the following year, whichever comes first.

9. Allocation of latecomer reimbursements. The City shall be entitled to all reimbursement received from Latecomer Fees less the amount owed to the Association. At time of receipt of each Latecomer Fee, the City shall remit to the Association 5% of the Engineers Estimate of construction costs, as determined in paragraph 3 above and as assessed to each parcel on a pro-rata basis per Exhibit F. The City shall issue the 5% amount due within sixty (60) days after receipt of each Latecomer Fee payment. Payment shall be made to the Association at the address of the Association as set forth hereinafter, or at such other address as the Association shall notify the City. If such payments are returned to the City unclaimed, and if through reasonable efforts the City is unable to locate the Association, or if the Association dissolves or otherwise becomes defunct within the 20 year reimbursement period, the City shall retain all sums then received in a separate fund for two years, and shall release the funds when contacted by any individual or entity with standing to claim the funds. After expiration of the two year period, the Association's right to the collected latecomer fee shall expire and the City shall be deemed owner of the funds. The Association shall keep the City continually updated with information regarding the current contact information. If the Association fails in this duty and the City is not able through reasonable efforts to determine the rightful recipient of latecomer assessments, the City may collect any reimbursement and deposit those funds into an appropriate capital fund of the City. The City will record a certificate of payment and release of assessment for the entire reimbursement area when all the property owners have paid their assessments or upon expiration of the twenty-year reimbursement period.
10. Assignment. The Association may at any time assign its right to receive latecomer reimbursements to the individual or entity of its choosing, provided that it immediately notifies the City in writing of such assignment, and complies with the notification requirements of Section 9 above. Under no circumstances will the City be responsible for deciding or settling any disputes with regard to the proper recipient of latecomer reimbursements, or have any liability for transfer of funds to a recipient. In the event of a dispute, the City may transfer the funds into an escrow account designated by the parties to the dispute. The City may also, at its option, commence an interpleader action joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper parties, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to withhold its reasonable attorney's fees and costs from such payment.
11. Joint defense. The City and the Association jointly agree to defend, or pay the cost of such defense, and indemnify the City against any lawsuits attacking the validity of this Agreement. Costs shall be apportioned based on the pro rata contribution of each party to the Extension, as defined in the Utility Extension Agreement. Notwithstanding the foregoing, at any time after it becomes apparent that litigation may ensue, either party may inform the other in writing that it intends terminate this Agreement, at which time its obligation to defend or pay the cost of defense shall cease. The Association's termination of this Agreement shall not relieve any of its property owner members of the obligation to pay any latecomer assessments due.

12. Administrative fee. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from said facility, and in addition to the amount agreed to be collected by the City in this paragraph, a sum equal to five percent (5%) of the Engineers Estimate to be collected from the owner or owners of said properties connecting to or using said facility, which sum shall be used by the City to defray the cost of contract administration, labor, bookkeeping, and accounting, pursuant to the terms of this Agreement. This fee shall be pro-rated to all property owners based on their net benefitting area.
13. Costs. The Parties shall bear their own costs and expenses including, without limitation, attorneys' fees and costs related to this Agreement, the latecomer assessments, and the agreements contemplated herein.
14. Preliminary assessment notices. Prior to this Agreement being recorded, the City shall send a map of the Assessment Reimbursement Area (Exhibit C), a preliminary calculation of the assessments due (Exhibit D), and a description of the property owners' rights and options, by certified mail to the property owners of record within the assessment reimbursement area pursuant to BLMC 13.16.050(J)(2). Appeals of the assessment shall be made in accordance with this Code section.
15. City's right to terminate. The City shall have the right, in its sole and absolute discretion, to terminate this Agreement based upon testimony received during City Council appeal hearings held in accordance with Section 14 above.
16. Term of Agreement. This Agreement shall be effective for a period of twenty (20) years following the issuance of the Certificate of Final Completion to the construction contractor, or until every benefited property owner in the assessment reimbursement area has paid the latecomer assessment, whichever is sooner.
17. Timing. The parties agree to use their best efforts to move forward with the Project in anticipation of construction beginning in the latter half of 2012.
18. Governing law and venue. Disputes arising under this Agreement shall be brought in Pierce County Superior Court and adjudicated under the laws of the State of Washington.
19. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all of the parties hereto.
20. Agreement runs with the land. The terms of this Agreement shall run with the land and bind subsequent owners of the properties affected.
21. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.

22. Attorneys' Fees. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.
23. Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.
24. Exhibits. All exhibits attached hereto are incorporated by reference.
25. Counterparts. This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.
26. Agreement date. For purposes of calculation of all time periods described in this Agreement, all phrases such as "the date of this Agreement" or "the date of execution of this Agreement" or any other like phrase referring to the date of the Agreement, shall mean and refer to the date the Bonney Lake City Council approves this Agreement.
27. Recording. This Agreement shall be recorded with the Pierce County Auditor within thirty (30) days of execution by the City. The City shall pay the costs of recording.

IN WITNESS THEREOF, this Agreement has been approved by the City Council of the City of Bonney Lake as of the _____ day of _____, 2012.

CITY OF BONNEY LAKE

By: Neil Johnson, Jr., Mayor

SUMMARY OF EXHIBITS

Exhibit A

Map indicating the location of the construction work.

Exhibit B

The total costs for the Project, including all costs eligible for reimbursement under this agreement, including the proportionate share of the total project costs paid by the City and the Association respectively.

Exhibit C

Map showing location of benefiting parcels/Assessment Reimbursement Area.

Exhibit D

Summary of the initial amount of the Latecomer Fee for each benefitting property, not including accrued revenue bond interest with a minimum five years interest to be paid by each latecomer.

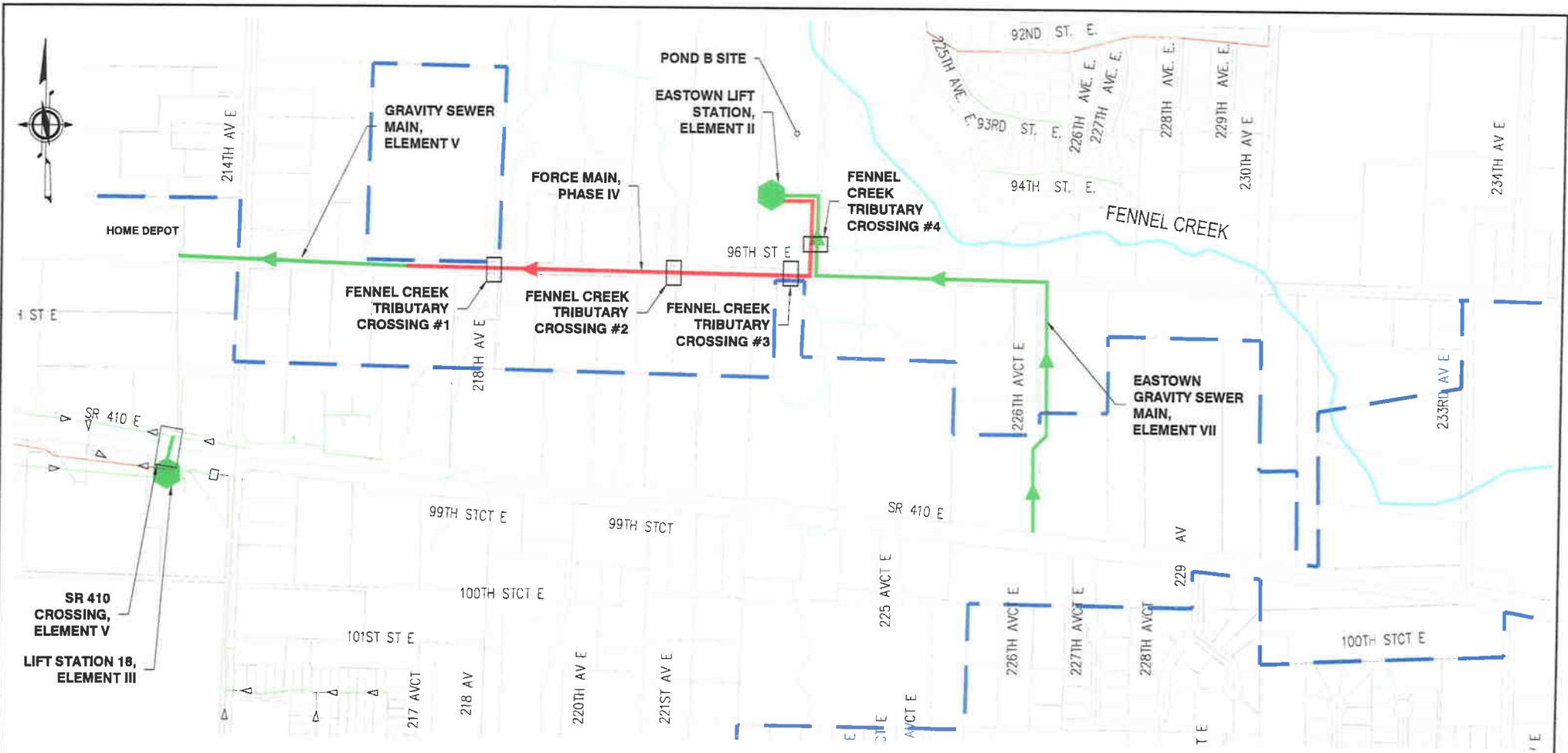
Exhibit E

(Latecomer assessment standard form.)

NOTICE OF ADDITIONAL SEWER CONNECTION CHARGES

Exhibit F

Pro-rata share of received latecomer fees to be distributed to the Association.



LEGEND

- PROPOSED GRAVITY SEWER
- PROPOSED FORCE MAIN
- LIFT STATION
- FENNEL CREEK TRIBUTARY CROSSING
- BONNEY LAKE CITY LIMITS
- BONNEY LAKE SEWER SERVICE AREA

0 1" 2"

DRAWING IS NOT TO SCALE
1" BAR IS NOT 2" LONG

**EXHIBIT D
PROPOSED EASTOWN SEWER SYSTEM**

1" = 500'



4/2018/BON-EXHIBIT D

EASTOWN SEWER SYSTEM - LATECOMER FEE - PRELIMINARY COST SUMMARY

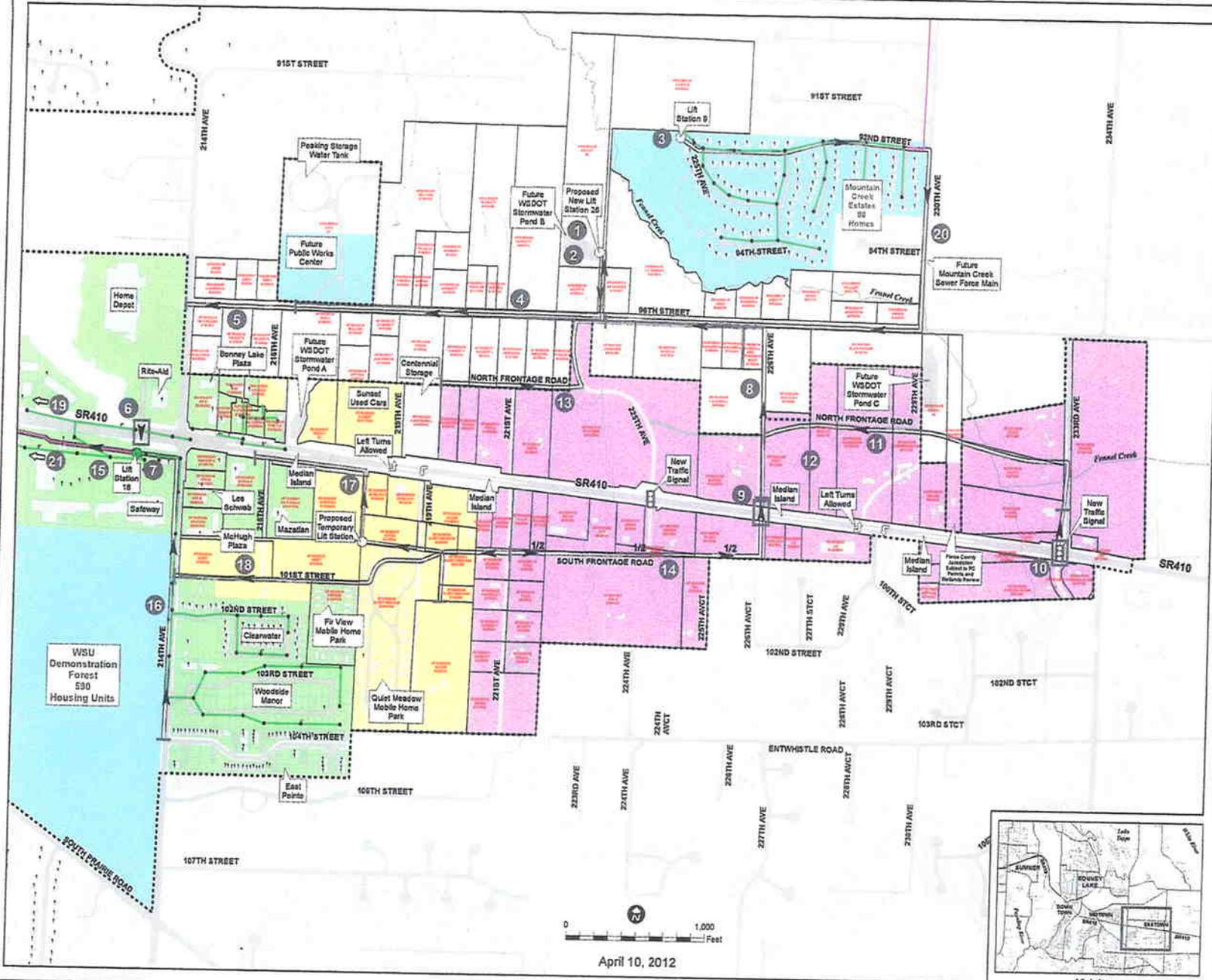
<u>Phase</u>	<u>Project Number</u>	<u>Resolution Number</u>	<u>PO Number</u>	<u>Award Amount</u>	<u>Actual Amount</u>	<u>TOTAL</u>
						April 4, 2012
<u>Planning In 2005</u>	35310019					
Eastown Sub-Area Plan (Parametrix) -- Sewer Element		1360	24681	\$80,700	\$68,793	\$68,793
Eastown Sewer Details (RH2)		1504	24967	\$25,000	\$21,214	\$90,007
<u>Sewer Line Easements</u>	35310050					
Easement Dedications - Recording Fees = 216th Ave - Caldwell					\$1,499	\$91,506
Cash =				\$9,256	\$9,256	\$100,762
Mitigation =	Pave street and driveway; Bushes planted on Eastern property line					
216th Ave - West						
Cash =				\$6,003	\$6,003	\$106,765
Mitigation =	Pave street and driveway; Bushes planted on Eastern property line					
Kontos Easement						
Mitigation:	Reroute existing utility lines through Lift Station 9 in Mountain Creek Sub-division					
Survey =		2119		\$5,574	\$4,539	\$111,304
Utility Trench and Pipe =		2118		\$32,750	\$32,735	\$144,039
PSE Charge =				\$3,228	\$3,228	\$147,267
Century Link Charge =				\$491	\$491	\$147,758
Total Kontos Easement Cost =					\$40,993	
<u>Purchase Land from WSDOT for Sewer Lift Station</u>	35310050					
Paid to WSDOT for 9,000 s.f.		2163		\$10,950	\$10,950	\$158,708
Archaeological Survey				\$4,886	\$4,886	\$163,594
Professional Services for Pond B Purchase		2099		\$5,205	\$5,205	\$168,799
Paid to WSDOT staff for Review		2098		\$3,000	\$3,115	\$171,914

Exhibit B

<u>Phase</u>	<u>Project Number</u>	<u>Resolution Number</u>	<u>PO Number</u>	<u>Award Amount</u>	<u>Actual Amount</u>	<u>TOTAL</u>
Design	35310050					
Sewer Lift Station - RH2		2058	31683 / 031457	\$370,350	\$370,350	\$542,264
225th Ave. Boring - Parametrix (Preliminary Plan)			30745	\$4,482	\$4,482	\$546,746
Legal description - Parametrix (May 2010)					\$966	\$547,711
Review of electrical sewer lift station standards (Parametrix)					\$4,274	\$551,985
226th Ave. Boring - Parametrix (Final Design)					\$15,000	\$566,985
Total Design Costs					\$395,072	
Construction	35310050					
Sewer Lift Station Upstream sewer lines from SR410 to the lift station Downstream sewer lines from LS to 214th Ave Boring under SR410 at Safeway Lift Station 18 Pump Replacement				\$3,677,100	TBD	\$4,244,085
Other Costs to be Paid for By City:						
Electrical Utility Service Charge =				\$50,000		\$4,294,085
Deep Sewer Construction Surcharge =				\$100,000		\$4,394,085
Boring under SR410 at 226th Avenue				\$195,000		\$4,589,085
Total Engineer's Estimate for Construction				\$4,022,100		
5% of Engineer's Estimate (ULA Agreement Amount)				\$201,105	???	
City 5% Fee (BLMC 13.16.050(F)) to Administer the Latecomer Fee Collection and ULA Agreement				\$201,105		\$4,790,190
Bond Underwriter/Origination Fee				\$60,000		\$4,850,190
Bond Reserve				\$0		\$4,850,190
TOTAL ULA COSTS						\$4,850,190
Note:						
1. Did not include any City staff time.						
2. Bond Reserve. \$350,000 set aside in City Account for twenty years.						
3. BLMC 13.16.050 (F): The city's administration fee for a latecomer agreement shall be 10 percent and shall be charged to the latecomer.						
Proposed Ordinance: The city's administration fee for a latecomer agreement shall be 5 percent of actual construction costs and shall be charged to the all latecomers.						

EASTOWN PROPERTIES CURRENTLY WITHOUT BONNEY LAKE SEWER SERVICE

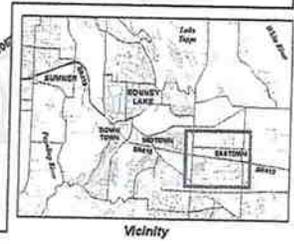
Overlaid on Easttown Future Sewer Projects and Roads Base Map



- EXISTING SEWER SERVICE**
- Existing Bonney Lake Sewer Customer
 - Manhole
 - ⊕ Lift Station
 - Sewer Force Main
 - Sewer Gravity Main
 - Easttown Tax Parcels with:
 - Parcel Number
 - Owner
 - Assessed Value
 - Bonney Lake Sewer Service Currently Provided to Existing Lift Station 18
 - No Bonney Lake Sewer Service Currently Available; Future Lift Station 26 Service
 - No Bonney Lake Sewer Service Currently Available; Future Existing Lift Station 18 Service
 - No Bonney Lake Sewer Service Currently Available; Future Rebuild/Expanded Lift Station 18 Service
 - No Development Planned; Existing Septic System will be used in the Future
- FUTURE SEWER PROJECTS**
- ⑫ Future Sewer Project Number
 - Lift Station
 - SR410 Highway Crossing
 - Project Start/Stop
 - Flow Direction
 - Gravity Main
 - Force Main
- FUTURE ROADS BASE MAP**
- SR410 Median Islands
 - Future Public Roads
 - Future Private Roads
 - Tax Parcels
 - Building
 - Paved Road
 - Bonney Lake City Limits
 - Fennel Creek & Tributaries



April 10, 2012



**EASTOWN - UTILITY LATECOMER AGREEMENT (ULA) -
Sewer Preliminary Assessment Roll**

Number of Properties	Map ID	TAX PARCEL	Parcel Size Acres	Future Public Street	Public Street Length Feet	Share of Street Width Feet	Public Street Credit Sq. Ft.	Public Street Credit Acres	Net ULA Benefit Area Acres	Preliminary Assessment \$	Parcel Owner	
Updated 4 April 2012												
EASTOWN NORTHERN SEWER SERVICE AREA			North side of SR410	Total ROW Width = 57 ft.							Northern Sewer Service Area Pro-Rata Cost	
						1 Acre =	43,560			\$31,601	\$/Acre (See Calculation Below)	
1	10	0519022020	3.12						0.00	\$0	CENTENNIAL STORAGE I LLC	
2	11	0519026003	1.77						1.77	\$55,931	HOLMQUIST ALBERT R & LONNA M	
3	12	0519026002	1.83						1.83	\$57,717	TAHERI MOHAMMAD & GABRIELLE	
4	13	0519026001	3.65	221st Ave	611	28.5	17,414	0.40	3.25	\$102,712	THOLA MARY JO	
5	14	0519022023	3.49	221st Ave	611	28.5	17,414	0.40	3.09	\$97,656	Compass Pointe Development SMITH DICKIE EASTOWN LLC	
6	15	0519021032	20.83	225th Ave	1032	57.0	58,824	1.35	18.29	\$577,878		
					470	Various	51,975	1.19			(Less 225th Ave Turn Lanes - North Side of SR410)	
7	16	0519021058	5.54	226th Ave	506	28.5	14,421	0.33	5.21	\$164,610	BOWEN DAVID W	
8	17	0519021060	5.52	226th Ave	506	28.5	14,421	0.33	5.08	\$160,584	WATT ROGER	
					164	28.5	4,674	0.11				
9	18	0519021061	4.87						4.87	\$153,896	BESOLA MARK L	
10	19	0519021043	9.56	229th Ave	378	57.0	21,546	0.49	9.07	\$286,479	MAGRUDER VERLIN & DELORES	
11	20	0519021044	4.66	229th Ave	237	57.0	13,509	0.31	4.04	\$0	CLINKINGBEARD MARK W & KATHLEEN R	
					674	20.0	13,480	0.31			CLINKINGBEARD MARK W & KATHLEEN R	
12	21	0519016004	2.00						2.00	\$63,203	MILLER RAYMOND E & MARY K	
13	125A	0519012016 (3.55 Ac Total)	1.278						1.28	\$40,380	ARONSON ERICK A & KAREN J (Commercially Zoned)	
14	22	0519012035	5.05						5.05	\$159,588	CASEY & JOEL LLC (Clark Family)	
15	23	0519012036	5.04						5.04	\$159,271	CLARK FAMILY HOLDINGS LLC	
16	24	0519012037	5.35						5.35	\$169,068	CLARK FAMILY HOLDINGS LLC	
17	25	0519012033	18.12						18.12	\$572,619	FREEHE HAZEL E TTEE	
18	26	0519012024	0.39						0.39	\$12,331	KIM HAN KUK & CHONG SUK	
19	70	0519012040	1.90						1.90	\$60,043	STOBIE - AUBURN COMMERCIAL DEVELOPMENT INC	
20	71	0519012030	0.45						0.45	\$14,221	GIFFORD GRANT R & CHRISTINE A	
21	72A	0519012031--0519012042	5.65						5.65	\$178,548	STOBIE - AUBURN COMMERCIAL DEVELOPMENT INC	
	72B	0519012043	1.04						1.04	\$32,866	STOBIE - AUBURN COMMERCIAL DEVELOPMENT INC	
22	73	0519012039	0.7700						0.77	\$24,333	CLARK FAMILY HOLDINGS LLC	
		NORTHERN TOTAL =	111.87						103.53	\$3,271,618		
			67.6%									
NOTE: Actual cost depends on actual scope of work and actual construction costs...To Be Determined!!												

**EASTOWN - UTILITY LATECOMER AGREEMENT (ULA) -
Sewer Preliminary Assessment Roll**

Number of Properties	Map ID	TAX PARCEL	Parcel Size Acres	Future Public Street	Public Street Length Feet	Share of Street Width Feet	Public Street Credit Sq. Ft.	Public Street Credit Acres	Net ULA Benefit Area Acres	Preliminary Assessment \$	Parcel Owner
EASTOWN SOUTHERN SEWER SERVICE AREA			South Side of SR410		Total ROW Width =		57 ft.				
						1 Acre =	43,560			\$31,601	\$/Acre (See Calculation Below)
1	46	0519026029	1.11						1.11	\$35,078	JENSEN DANIEL
2	47	0519026030	1.40	221st Ave	426	28.5	12,141	0.28	1.12	\$35,434	JENSEN DANIEL
3	48	0519026031	1.04	221st Ave	426	28.5	12,141	0.28	0.76	\$24,054	F & M GROUP LLC
4	49	0519026032	1.04						1.04	\$32,862	FREEMAN WILLIAM E
5	50	0519026008	1.15	221st Ave	220	28.5	6,270	0.14	1.01	\$31,793	SIEBENS MACHINE INC
6	51	0519026012	1.25	221st Ave	220	28.5	6,270	0.14	1.11	\$34,953	TUNG CHEE N & KATHERINE
7	52	0519026009	1.25	221st Ave	217	28.5	6,185	0.14	1.11	\$35,015	CORBALLEY CARL L & LESLIE TRACY
8	53	0519026013	1.25	221st Ave	217	28.5	6,185	0.14	1.11	\$35,015	TUNG CHEE N & KATHERINA
9	54	0519026010	1.25	221st Ave	221	28.5	6,299	0.14	1.11	\$34,932	PARROTT WILLIAM & RON SEVERSON
10	55	0519026014	1.25	221st Ave	221	28.5	6,299	0.14	1.11	\$34,932	BOBBITT RONALD K
11	56	0519026011	1.25	221st Ave	219	28.5	6,242	0.14	1.11	\$34,974	PARROTT WILLIAM & MARCELLA
12	57	0519026015	1.24	221st Ave	219	28.5	6,242	0.14	1.10	\$34,655	TIDBALL GARRY L & ROSEANA G
13	58	0519022046	4.99	221st Ave	437	57.0	24,909	0.57	4.42	\$139,621	KRUSE LENNART & PATRICIA R
14	59	0519021012	2.06						2.06	\$65,096	WOOD J SCOTT
15	60	0519021069	2.39						2.39	\$75,528	MCCARTHY VINCENT J JR
16	61	0519021011	1.38						1.38	\$43,610	JONES HELEN
17	62	0519021008	1.93	225th Ave	298	Various	35,370	0.81	1.12	\$35,328	BOWEN, BRIAN & ANGELINA
18	63	0519021068	0.60	225th Ave	45	90.0	4,050	0.09	0.51	\$16,023	(Less 225th Ave Turn Lanes - South Side of SR410) JONES HELEN
											(Less 225th Ave Turn Lanes - South Side of SR410)
19	64	0519021067	15.76						15.76	\$498,039	OGLE Mary C/O Donna Rowell
20	65	0519021009	2.69	225th Ave Ct	650	57.0	37,050	0.85	2.60	\$82,070	TILL MILTON D & IMOGENE J
21	66	0519025030	3.30	226th Ave	250	28.5	7,125	0.16	3.14	\$99,116	FAUST TRUST
22	67	0519025029	0.83	226th Ave	250	28.5	7,125	0.16	0.67	\$21,060	CARLSON ROBERT TTEE
23	68	0519025028	0.31						0.31	\$9,951	LN REAL ESTATE LLC
24	69	0519025027	2.83						2.83	\$89,432	LN REAL ESTATE LLC - Lumber Store
		SOUTHERN TOTAL =	53.56					4.36	49.95	\$1,578,572	
			32.4%								
										TBD	
		NORTHERN AND SOUTHERN AREA TOTAL =	165.43						153.48	\$4,850,190	TOTAL PRELIMINARY ASSESSMENT AMOUNT
			100%							\$31,601	Preliminary Assessment Rate = \$/Acre

Exhibit E
Latecomer assessment standard form.

NOTICE OF ADDITIONAL SEWER CONNECTION CHARGES

WHEREAS, the owner of the property located at [address], Bonney Lake, Washington, having the Tax Parcel Number _____, is subject to the terms of a Sewer Development Financing Contract and Utility Latecomer Agreement (“Agreement”) executed between the City of Bonney Lake and the Eastown Sewer Development Association LLC; and,

WHEREAS, pursuant to Chapter 35.91 RCW and Chapter 13.16 of the Bonney Lake Municipal Code, and the Agreement, a “latecomer” assessment shall be due, equivalent to the pro rata share of Project costs, in the following amount:

[insert \$\$]

Said sum shall be payable at the time of building permitting, connection to the public sewer system, or at other such time as the City may determine. Said sum shall be due in addition to other fees and charges due pursuant to the Bonney Lake Municipal Code.

Signed this ____ day of _____, 20??.

Administrator Don Morrison, Bonney Lake City

EASTOWN - UTILITY LATECOMER AGREEMENT (ULA)

Reimbursement Schedule to Eastown Sewer System Association LLC

Number of Properties	Map ID	TAX PARCEL	Parcel Size Acres	Future Public Street	Public Street Length Feet	Share of Street Width Feet	Public Street Credit Sq. Ft.	Public Street Credit Acres	Net ULA Benefit Area Acres	Preliminary Assessment \$	Parcel Owner
Updated 4 April 2012											
EASTOWN NORTHERN SEWER SERVICE AREA			North side of SR410	Total ROW Width = 57 ft.							Northern Sewer Service Area Pro-Rata Cost
						1 Acre =	43,560			\$1,310	\$/Acre (See Calculation Below)
1	10	0519022020	3.12						0.00	\$0	CENTENNIAL STORAGE I LLC
2	11	0519026003	1.77						1.77	\$2,319	HOLMQUIST ALBERT R & LONNA M
3	12	0519026002	1.83						1.83	\$2,393	TAHERI MOHAMMAD & GABRIELLE
4	13	0519026001	3.65	221st Ave	611	28.5	17,414	0.40	3.25	\$4,259	THOLA MARY JO
5	14	0519022023	3.49	221st Ave	611	28.5	17,414	0.40	3.09	\$4,049	Compass Pointe Development SMITH DICKIE EASTOWN LLC
6	15	0519021032	20.83	225th Ave	1032	57.0	58,824	1.35	18.29	\$23,960	
					470	Various	51,975	1.19			(Less 225th Ave Turn Lanes - North Side of SR410)
7	16	0519021058	5.54	226th Ave	506	28.5	14,421	0.33	5.21	\$6,825	BOWEN DAVID W
8	17	0519021060	5.52	226th Ave	506	28.5	14,421	0.33	5.08	\$6,658	WATT ROGER
					164	28.5	4,674	0.11			
9	18	0519021061	4.87						4.87	\$6,381	BESOLA MARK L
10	19	0519021043	9.56	229th Ave	378	57.0	21,546	0.49	9.07	\$11,878	MAGRUDER VERLIN & DELORES
11	20	0519021044	4.66	229th Ave	237	57.0	13,509	0.31	4.04	\$5,294	CLINKINGBEARD MARK W & KATHLEEN R
					674	20.0	13,480	0.31			\$0
12	21	0519016004	2.00						2.00	\$2,621	MILLER RAYMOND E & MARY K
13	125A	0519012016 (3.55 Ac Total)	1.278						1.28	\$1,674	ARONSON ERICK A & KAREN J (Commercially Zoned)
14	22	0519012035	5.05						5.05	\$6,617	CASEY & JOEL LLC (Clark Family)
15	23	0519012036	5.04						5.04	\$6,604	CLARK FAMILY HOLDINGS LLC
16	24	0519012037	5.35						5.35	\$7,010	CLARK FAMILY HOLDINGS LLC
17	25	0519012033	18.12						18.12	\$23,742	FREEHE HAZEL E TTEE
18	26	0519012024	0.39						0.39	\$511	KIM HAN KUK & CHONG SUK
19	70	0519012040	1.90						1.90	\$2,489	STOBIE - AUBURN COMMERCIAL DEVELOPMENT INC
20	71	0519012030	0.45						0.45	\$590	GIFFORD GRANT R & CHRISTINE A
21	72A	0519012031-0519012042	5.65						5.65	\$7,403	STOBIE - AUBURN COMMERCIAL DEVELOPMENT INC
	72B	0519012043	1.04						1.04	\$1,363	STOBIE - AUBURN COMMERCIAL DEVELOPMENT INC
22	73	0519012039	0.7700						0.77	\$1,009	CLARK FAMILY HOLDINGS LLC
		NORTHERN TOTAL =	111.87						103.53	\$135,648	
			67.6%								
NOTE: Actual cost depends on actual scope of work and actual construction costs...To Be Determined!!											

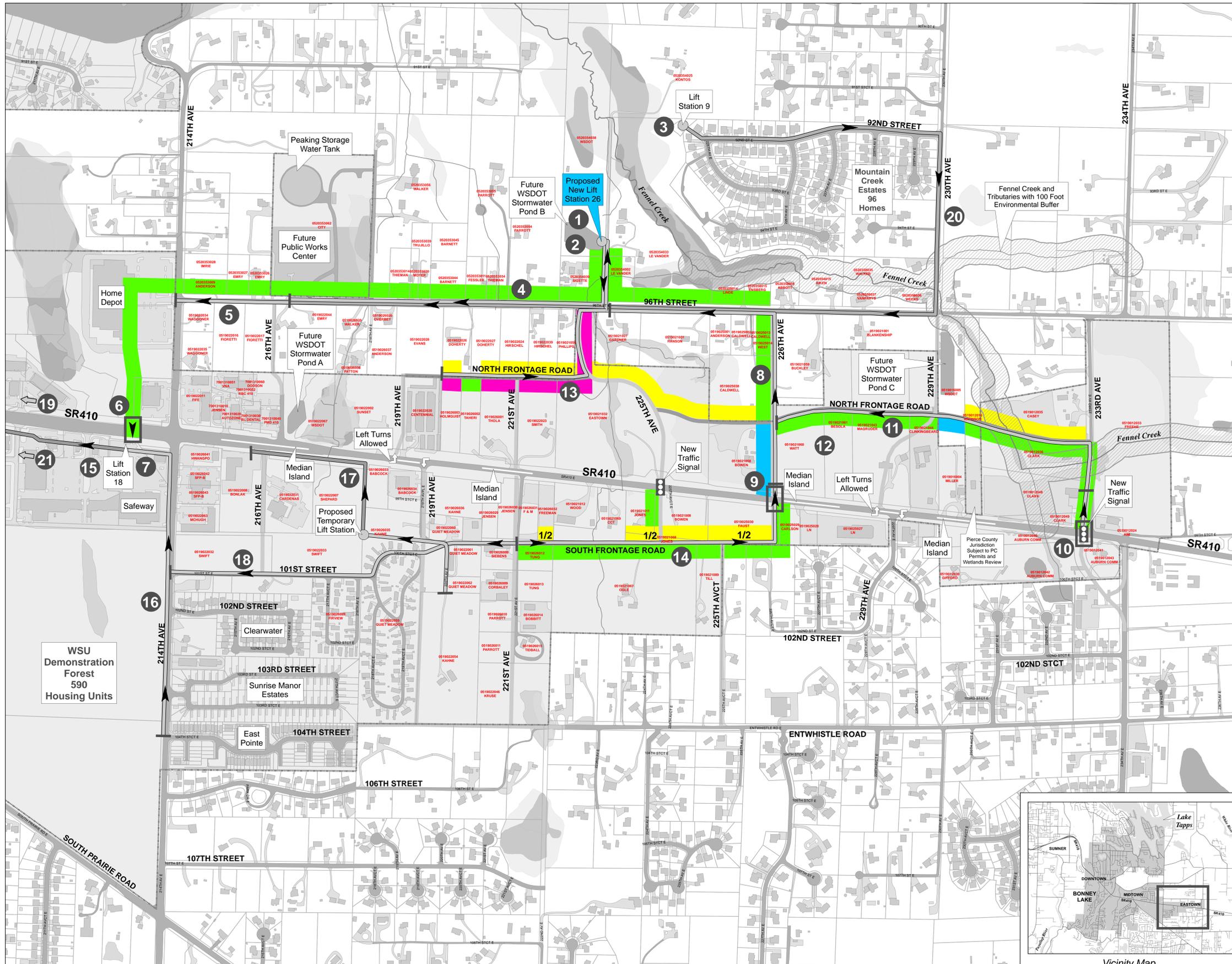
EASTOWN - UTILITY LATECOMER AGREEMENT (ULA)

Reimbursement Schedule to Eastown Sewer System Association LLC

Number of Properties	Map ID	TAX PARCEL	Parcel Size Acres	Future Public Street	Public Street Length Feet	Share of Street Width Feet	Public Street Credit Sq. Ft.	Public Street Credit Acres	Net ULA Benefit Area Acres	Preliminary Assessment \$	Parcel Owner
EASTOWN SOUTHERN SEWER SERVICE AREA			South Side of SR410		Total ROW Width = 57 ft.						
						1 Acre =	43,560			\$1,310	\$/Acre (See Calculation Below)
1	46	0519026029	1.11						1.11	\$1,454	JENSEN DANIEL
2	47	0519026030	1.40	221st Ave	426	28.5	12,141	0.28	1.12	\$1,469	JENSEN DANIEL
3	48	0519026031	1.04	221st Ave	426	28.5	12,141	0.28	0.76	\$997	F & M GROUP LLC
4	49	0519026032	1.04						1.04	\$1,363	FREEMAN WILLIAM E
5	50	0519026008	1.15	221st Ave	220	28.5	6,270	0.14	1.01	\$1,318	SIEBENS MACHINE INC
6	51	0519026012	1.25	221st Ave	220	28.5	6,270	0.14	1.11	\$1,449	TUNG CHEE N & KATHERINE
7	52	0519026009	1.25	221st Ave	217	28.5	6,185	0.14	1.11	\$1,452	CORBALEY CARL L & LESLIE TRACY
8	53	0519026013	1.25	221st Ave	217	28.5	6,185	0.14	1.11	\$1,452	TUNG CHEE N & KATHERINA
9	54	0519026010	1.25	221st Ave	221	28.5	6,299	0.14	1.11	\$1,448	PARROTT WILLIAM & RON SEVERSON
10	55	0519026014	1.25	221st Ave	221	28.5	6,299	0.14	1.11	\$1,448	BOBBITT RONALD K
11	56	0519026011	1.25	221st Ave	219	28.5	6,242	0.14	1.11	\$1,450	PARROTT WILLIAM & MARCELLA
12	57	0519026015	1.24	221st Ave	219	28.5	6,242	0.14	1.10	\$1,437	TIDBALL GARRY L & ROSEANA G
13	58	0519022046	4.99	221st Ave	437	57.0	24,909	0.57	4.42	\$5,789	KRUSE LENNART & PATRICIA R
14	59	0519021012	2.06						2.06	\$2,699	WOOD J SCOTT
15	60	0519021069	2.39						2.39	\$3,132	MCCARTHY VINCENT J JR
16	61	0519021011	1.38						1.38	\$1,808	JONES HELEN
17	62	0519021008	1.93	225th Ave	298	Various	35,370	0.81	1.12	\$1,465	BOWEN, BRIAN & ANGELINA
											(Less 225th Ave Turn Lanes - South Side of SR410)
18	63	0519021068	0.60	225th Ave	45	90.0	4,050	0.09	0.51	\$664	JONES HELEN
											(Less 225th Ave Turn Lanes - South Side of SR410)
19	64	0519021067	15.76						15.76	\$20,650	OGLE Mary C/O Donna Rowell
20	65	0519021009	2.69	225th Ave Ct	650	57.0	37,050	0.85	2.60	\$3,403	TILL MILTON D & IMOGENE J
21	66	0519025030	3.30	226th Ave	250	28.5	7,125	0.16	3.14	\$4,110	FAUST TRUST
22	67	0519025029	0.83	226th Ave	250	28.5	7,125	0.16	0.67	\$873	CARLSON ROBERT TTEE
23	68	0519025028	0.31						0.31	\$413	LN REAL ESTATE LLC
24	69	0519025027	2.83						2.83	\$3,714	LN REAL ESTATE LLC - Lumber Store
		SOUTHERN TOTAL =	53.56					4.36	49.96	\$65,457	
			32.4%								
		NORTHERN AND SOUTHERN AREA TOTAL =	165.43						153.48	\$201,105	ULA - 5% Reimbursement Amount to LLC
			100%							\$1,310	Preliminary Assessment Rate = \$/Acre

EASTOWN SEWER & FRONTAGE ROAD EASEMENTS

Overlaid on Easttown Future Sewer Projects and Roads Base Map



EASEMENTS

- Sewer Easement Acquired
- Sewer Easement Acquisition in Progress
- Sewer Easement Not Provided
- Frontage Road Easement Not Provided

FUTURE SEWER PROJECTS

- 12 Future Sewer Project Number
- Lift Station
- SR410 Highway Crossing
- Project Start/Stop
- Flow Direction
- Gravity Main
- Force Main
- Mountain Creek Force Main

FUTURE ROADS BASE MAP

- SR410 Median Islands
- Future Public Roads
- Future Private Roads
- Tax Parcels
- Building
- Paved Road
- Other Impervious Surface
- Stormwater Pond
- Bonney Lake City Limits

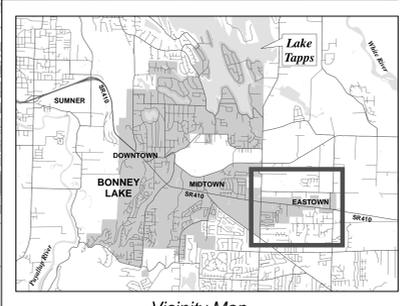
FENNEL CREEK & WETLANDS

- Fennel Creek
- Fennel Creek Tributaries
- Fennel Creek 100 Foot Buffer
- CWI Wetlands
- Supplemental Wetland Inventory
- National Wetlands Inventory

0 1,000
Feet

Scale

June 23, 2011



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

Department/Staff Contact: Community Development / John P. Vodopich, AICP	Meeting/Workshop Date: 24 July 2012	Agenda Bill Number: AB12-111
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2230	Councilmember Sponsor:

Agenda Subject: Approval of the GMG final plat.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving The Gmg Final Plat.

Administrative Recommendation: Approve

Background Summary: The GMG plat was one of several Pierce County preliminary plats that the City inherited when Bonney Lake annexed this area. It was one of four plats that was conditioned on a traffic light being built at 214th Ave. E. and Kelly Lake Rd. This traffic light is currently under construction must be completed prior to building permits being issued for this or any of the three other plats associated with this traffic light condition. City Council would not normally receive the final plat for approval until signatures from all departments were placed on the mylar. However, bank ownership has created a situation in which the applicant wishes to have approval prior to submitting bonds associated with the plat. Staff finds that this request is reasonable and we would not allow recording of the plat until Council approves the plat and the appropriate bonds and documentation are approved. The outstanding documents are: The bonds for infrastructure, landscaping and wetland mitigation.

Attachments: Resolution 2230 & Staff Report.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review: December 4, 2007			

COUNCIL ACTION	
Workshop Date(s): July 17, 2012	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director: <i>John P. Vodopich, AICP</i>	Mayor:	Date Reviewed by City Attorney: July 17, 2012 (if applicable):

RESOLUTION NO. 2230

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING
THE GMG FINAL PLAT**

WHEREAS, Applicant REO Asset Management NW and owner East West Bank seek final plat approval for a 54-lot single-family residential subdivision entitled the “GMG Plat”; and

WHEREAS, the GMG Plat received preliminary plat approval from Pierce County on December 4, 2007, prior to the property being annexed into the City; and

WHEREAS, a condition of preliminary plat approval was installation of a traffic signal at the intersection of 214th Avenue East and Kelly Road East, which traffic signal is currently under construction; and

WHEREAS, the Applicant has requested that the Mayor approve the Final Plat so that the Applicant can obtain bonds and/or assignments of funds for maintenance of the infrastructure and landscaping; and

WHEREAS, Bonney Lake Municipal Code § 17.16.040 requires the City Council to make written findings that the criteria for final plat approval have been met; and

WHEREAS, the City Council finds that the GMG Plat is properly before the City Council for consideration, and that: (1) the Plat satisfies the subdivision criteria set forth in Chapter 17.16 BLMC; (2) the Final Plat addresses all conditions of preliminary plat approval; (3) the Plat makes appropriate provision for the public health, safety, and welfare for open spaces, drainage ways, streets, roads, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and safe walking conditions for school children; (4) as-built CAD drawings and the placement of street signs have been approved by the Public Works department; and (5) approval of the Plat would serve the public interest.

NOW, THEREFORE, the Bonney Lake City Council does hereby resolve that the GMG Final Plat is approved. The Mayor is authorized to sign the mylar to enable the Applicant to obtain bonds and/or assignments of funds for maintenance of the infrastructure and landscaping. The City Engineer and Community Development Director shall not sign off on the Final Plat, and the GMG Final Plat shall not be

recorded, until after the Applicant has obtained and submitted the required maintenance bonds.

PASSED by the City Council this 24th day of July, 2012.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney



July 11, 2012, Report to Council
GMG Final Plat; PLN-2010-01288

PROJECT DESCRIPTION:

The applicant seeks final plat approval for the GMG Plat. This final plat contains 54 single-family residential lots in an R-1 zone. The site also contains a public road system, a storm water tract A, two wetland tracts (B and D), and Tract E, a driveway for Lots 53 and 54.

The plat was approved by Pierce County December 4, 2007, and contained 49 conditions of approval. A related wetland variance was also approved by the County Hearing Examiner and contained 12 conditions of approval. The SEPA review contained one mitigation measure. The land was annexed to the City of Bonney Lake with an effective date of February 23, 2007, as Area 1-A, under Ordinance 1208, and zoned R-1, single family residential, under Ordinance 1209.

SPECIAL CIRCUMSTANCES:

The subject property is involved with complex financial issues related to bankruptcy, which has caused delays and difficulties for the applicant and City. The City took extra measures to work with the applicant to finalize this plat.

The usual procedure for final plats is to bring forward a completely signed copy of the mylar that is, with the Council's approval and mayor's signature, ready to record. The special circumstances surrounding this plat require a diversion from this normal procedure.

The applicant has requested that the City Council review and approve the final plat application which will allow the Mayor to sign the mylar. The applicant said the signature of the mayor on the mylar is necessary for the bank and team of attorneys controlling this project to allow the applicant to file bonds or assignments of funds for the infrastructure and landscaping.

The signatures of the City Engineer and the Community Development Director will not occur until the maintenance bonds are filed with the City. The City will not release the mylar for recording until the signatures of the City Engineer and Community Development Director are added to the mylar.

OWNER:

East West Bank
C/O Bo Zoubeidi
VP/Special Assets Officer
555 Montgomery Street
10th Floor
San Francisco, CA 94111
(415) 315-2840

CONTACT:

Jim Otness

(253) 377.7751

APPLICANT:

Keith Schlemlein, Agent
REO Asset Management NW,
Inc.
P.O. Box 1110
Sumner, WA 98390

"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."



SITE LOCATION:

The site is located at 7509 West Tapps Highway, southeast of Allen Yorke Park, north of Hemminger preliminary plat, east of Montanaro preliminary plat, and west of Highland Ridge preliminary plat, and approximately 125 feet east of West Tapps Highway. A future connection is proposed through the Hemminger plat to Church Lake Road E to the south. It is within the corporate limits of the City of Bonney Lake situated in the SW 1/4 of Section 27, Township 20, Range 5 East, Willamette Meridian. Parcel Numbers: 0520273026 & 0520273002.

DATE APPLICATION DEEMED COMPLETE:

The City deemed the final plat application complete on June 1, 2010.

STAFF FINDINGS:

1. The proposed final plat of GMG satisfies the subdivision criteria set forth in Section 17.16 BLMC. The proposed plat makes appropriate provision for the public health, safety, and welfare for open spaces, drainage ways, streets, roads, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and safe walking conditions.
2. The proposed final plat of GMG addresses all conditions of both Pierce County approvals for the subdivision and the wetland variance (WV).
3. The final plat submittal was as a Type 2 permit, which was declared complete on June 1, 2010.
4. As-built CAD drawings were approved by Public Works July 16, 2010.
5. Street signs were determined to be correctly created and adequately placed July 21, 2010.
6. The final plat is properly before the city council for consideration and a decision.

ADHERENCE WITH CONDITIONS OF APPROVAL

The following is from the conditions of approval of the hearing examiner report dated December 4, 2007:

1. The SEPA mitigating measures set forth in the Mitigated Determination of Non-Significance issued by the Pierce County Environmental Official on September 13, 2007, are hereby made conditions of approval as set forth hereinafter. Provided, however, that said mitigating conditions are not subject to change by the major amendment process, but must be changed by the Environmental Official through the SEPA process.

Finding: The mitigation measure reads as follows:

1. A fully-actuated traffic signal shall be installed at the intersection of 214th Avenue East and Kelly Road East. Construction of the signal shall be completed

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Community Development Department

to the satisfaction of Pierce County prior to issuance of any residential building permits in any phase of the plat.

Finding: This SEPA mitigation condition was shared by several plats in the county. No building permits may be issued in any of these former-county plats until the traffic light is installed (which is currently under construction).

2. The final plat for this proposal shall be submitted to the City of Bonney Lake Planning & Community Development Department for approval and signature within five (5) years of the effective date of the Hearing Examiner's decision on the Preliminary Plat, subject to the conditions for time extensions as outlined in BLMC Chapter 17.16.070(B).

Finding: The preliminary plat was approved December 4, 2007, and the final plat application was made May 19, 2010, which is less than five years from preliminary plat approval.

3. All requirements of the Bonney Lake Building Department must be met prior to the issuance of building permits for this proposal.

Finding: All work on the plat was performed under Bonney Lake permits. Further construction also will be made under permits issued by the City of Bonney Lake.

4. All on-site and off-site sanitary sewer improvements required by the City of Bonney Lake to provide sanitary sewer service for this plat shall be designed and constructed in accordance with the regulations and sanitary sewer standards prescribed by the City of Bonney Lake. Final plat approval shall not be granted by the county until such time as the City of Bonney Lake provides written notification that the required sanitary sewer improvements have been installed to the satisfaction of the City of Bonney Lake and that all applicable fees and connection charges have been paid.

Finding: All fees for installing and inspecting the water line were paid. Fees and connection charges are not paid; in this jurisdiction, fees for water and sewer system development charges are paid at the time of building permit, not at the time of final plat. All sewer improvements were installed and approved, as indicated in an e-mail dated August 10, 2010.

5. Fire flow requirements for one-and two-family dwellings are 750 gpm at 20 psi for 45 minutes except that 1,000 gpm at 20 psi for 60 minutes is required when the total floor area, including attached garages, covered porches, and upper story decks is 3,600 square feet or more. A fire hydrant shall be located within 350 of the middle of the street frontage of each lot, except that no hydrant is required on a dead-end street not exceeding 600 feet in length when a hydrant is

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installed at the intersection of the cross street. Spacing between the hydrants shall not exceed 700 feet.

Finding: The plat was constructed to city standard, which has a greater standard than the county. The city requires a fire flow of 1,000 gpm for one-and two-family structures; and a 3,600 SF residence requires 1,500 gpm. The city also requires 400 feet between hydrants instead of 350 feet to the middle of the street frontage of each lot and 600 feet instead of 700 feet between each hydrant. The condition as applied in the city removed the exception in the fourth line, and was authorized by the Fire Marshal to represent the condition as applied during construction rather than as approved by the hearing examiner.

6. Hydrant flow test results and water system "as built" plans shall be submitted to and approved by the Fire Prevention Bureau prior to the final plat approval. This requirement can be waived if a bond or other approved form of security in the amount of 125 percent of the estimated water system cost is posted.

Finding: The flow requirements were determined to be met July 21, 2010, and as built CAD drawings were submitted to and accepted by the city. Fire marshal approved the system in accordance with city standards, rather than county standards.

7. Prior to the issuance of any permits on this site (site development) or the initiation of any grading, clearing, filling, or vegetation removal, the project shall complete the requirements necessary to obtain approval and shall obtain Final Approval from the City of Bonney Lake.

Finding: A Land Clearing & Tree Removal Permit was issued under permit number PLN-2008-01087. The permit was issued July 7, 2008, and a site visit was conducted August 15, 2008, to verify wetland buffers were fenced to prevent sediment intrusion potentially caused by subsequent grading.

Also intended in this condition was the final wetland variance (WV) approval, as required by the county code. The variance was initially approved under County Permit Numbers 606088, 578944, and 611833 by the hearing examiner on December 4, 2007 and clarified on December 7, 2007. The approval included 12 additional conditions of approval for this subdivision, which were added to the city's final plat review:

- WV1. Storm water from the entrance road should be treated before being allowed to enter the Category III wetland or Type N2 drainage. Pre-treatment shall meet Pierce County standards and inspected by the City of Bonney Lake.



Finding: Stormwater will go through a storm water filter to the north before conveyance to the wetland buffer to the south. This was part of Civil Permit # CIV-2008-00115.

WV2. Sediment control shall be used within the Type N2 drainage if there is any surface water in the drainage during road construction.

Finding: Standard erosion controls were in place during all construction activities.

WV 3. The entrance road shall be adequately culverted to maintain pre-development flow through the Type N2 drainage.

Finding: Runoff is calculated to be the same as it was before the plat was developed. This issue was reviewed during the civil permit process.

WV 4. Prior to issuance of any permits or initiation of any vegetation removal, clearing, grading or filling associated with the entrance road off West Tapps Highway East, the City of Bonney Lake will inspect the wetland to insure that County standards of the approved plat are met.

Finding: The clearing limit was inspected and approved prior to substantial work.

WV 5. Disturbance shall not extend any closer to the Category III wetland than the current driveway exists, and shall be limited to within the proposed 50-foot public access and utility easement off of West Tapps Highway East.

Finding: The wetland buffer boundaries were set prior to construction to reduce or restrict accidental intrusion into the buffer. The entry into the plat is as shown on the plans.

WV 6. No pesticide use shall be allowed within the wetland or buffer areas.

Finding: No pesticides were used during plat construction. This condition extends beyond the limits of plat preparation; therefore, it is noted on the face of the plat on Page 3 of 6 of the plat, Number 14, for all future construction and residential uses to protect the wetland and its buffer.



WV 7. Impervious surfaces shall be minimized. The road shall be surfaced with pervious materials if possible.

Finding: Only impervious material was used for the roads.

WV 8. Best management practices shall be implemented during all phases of site development.

Finding: Best management practices were used during plat construction. This condition extends beyond the limits of plat preparation; therefore, it is noted on the face of the plat on Page 3 of 6 of the plat, Number 15, for all future construction and residential uses to protect the wetland and its buffer.

WV 9. The applicant shall retain and enhance (as roadway design allows) all native vegetation contained within the road easement. The City of Bonney Lake may require a wetland/buffer restoration/enhancement plan and associated application materials and review fees, if the city determines that it is warranted.

Finding: Native vegetation was not retained in the road rights-of-way, however street trees were installed along both sides of the street. Native vegetation within protected wetland buffers was retained.

WV 10. The applicant shall comply with all other local, state and federal regulations and obtain relevant permits. It is the sole responsibility of the applicant and contact other jurisdictions and secure any and all other permits required for this proposed project. This includes mitigation for any floodplain impacts.

Finding: No floodplain impacts were foreseen. All other permits were obtained.

WV 11. The decision set forth herein is based upon representations made and exhibits, including plans and proposals submitted at the hearing conducted by the hearing examiner. Any substantial change(s) or deviation(s) in such plans, proposals, or conditions of approval imposed shall be subject to the approval of the hearing examiner and may require further and additional hearings.

Finding: No modifications to the wetland variance were requested or approved.

WV 12. The authorization granted herein is subject to all applicable federal, state, and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances is a condition precedent to the approvals granted and is a continuing requirement of such approvals. By accepting this/these approvals, the applicant



Community Development Department

represents that the development and activities allowed will comply with such laws, regulations, and ordinances. If, during the term of the approval granted, the development and activities permitted do not comply with such laws, regulations, or ordinances, the applicant agrees to promptly bring such development or activities into compliance.

Finding: The applicant adequately complied with the conditions.

8. The storm water facilities for this development shall be designed to minimize impacts to water quality and quantity, and wetland and buffer habitat. All storm water shall be pretreated prior to its release into a natural system, and all storm water facilities shall be located outside of wetlands and wetland buffers. A copy of the storm water plans and calculations shall be submitted to and reviewed by the Environmental Biologist prior to the issuance of the Site Development Permit of Final Approval.

Finding: This was completed in conjunction with the civil permits, CIV-2008-00115 and -00116.

9. As is allowed per Section 18.E.10.080G., Pierce County requires the construction of a 2- or 3-rail, split rail, wood fence or Bonney Lake approved substitute fence along the buffer boundaries of the on-site wetland, fish or wildlife habitat conservation area. This is being required to distinguish the critical area from the developed portions of the site and help protect the wetland, fish or wildlife habitat conservation area from intrusion and other human impacts. The split rail fence shall be installed prior to final plat approval. The fence shall be maintained in perpetuity by the homeowner's association. Photographs of the installed fences shall be submitted to the City of Bonney Lake upon completion.

Finding: A split rail fence was installed and inspected on July 9, 2010. Because the fence will exist after the plat is recorded, a portion of this condition is noted on the face of the plat on Page 3 of 6 of the plat, Number 16, for all future construction and residential uses to protect the wetland and its buffer. Photographs were submitted with the July 14, 2010 Habitat Technologies report.

10. The applicant must comply with all other local, state, and federal regulation and obtain relevant permits. This includes the US Army Corps of Engineers and the Washington State Department of Ecology (DOE). **It is the sole responsibility of the applicant to contact the other jurisdictions and secure any and all other permits required for this proposed project.**

Finding: A NPDES was obtained from the Department of Ecology on August 11, 2008, permit number WAR-011008.

"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."



11. The following notes shall be included on the face of the final plat:

“Notice: This site contains critical wetlands, streams, and their buffers. Restrictions on the use or alteration of the site may exist due to natural conditions of the site and resulting regulations.

“The wetland and critical fish and wildlife habitat areas approval for this formal plat was recorded at __ on __ (date), recording number __.

“The on-site wetlands and streams were delineated by Chad Armour LLC on ____ and survey located by ESM Consulting Engineering, LLC.”

Finding: The first appears on Page 3 of 6 of the plat as number 5; the last appears as number 7. The middle statement was part of a standard county process to record habitat approvals; the city performs this act through recording the plat.

12. All grading and filling of land must utilize only clean fill, i.e., dirt or gravel. All other materials, including waste concrete and asphalt, are considered to be solid waste and permit approval must be obtained through the TPCHD prior to filling.

Finding: Clean fill was used for the plat.

13. Asbestos containing material must be removed prior to demolition and disposed in accordance with the requirements of the Puget Sound Clean Air Agency, Washington State Department of Labor and Industries, and the TPCHD.

Finding: A demolition permit was issued under permit number BLD-2008-04777, which was finalized January 29, 2009.

14. All demolition material, including but not limited to, wood waste, sheetrock, roofing material, and concrete, must go to a licensed solid waste handling or disposal facility.

Finding: A demolition permit was issued under permit number BLD-2008-04777, which was finalized January 29, 2009.

15. Should this project not be served by sanitary sewer, the TPCHD will require a review of potential adverse environmental impacts and justification for utilization of on-site sewage treatment and disposal. The TPCHD is in receipt of a plat subdivision review application and will forward the results of its review of that application to the environmental official once the review has been completed.



Finding: Sewer service is provided and connections were made to the existing manhole on West Tapps Highway. Extensions were provided into the plat and a manhole provided on the property line to the south for future sewer hook-ups for the property to the south, which is currently the Hemminger preliminary plat.

16. All wells that will not be included in the public water system for this project must be properly “decommissioned” per WAC 173-160 prior to final application approval. The TPCHD must be contacted 48 hours prior to any decommissioning activity at the site. Contact Rich Dickerson at 253.978.2885, TPCHD for further information regarding decommissioning wells.

Finding: The well was decommissioned by Richardson Well Drilling Company on April 8, 2010, and approved by the Tacoma-Pierce County Health Department on May 18, 2010.

17. A storm drainage plan must be submitted to the City of Bonney Lake Public Works Department as part of the site development plans. The drainage plans shall be in accordance with Ord. 2004-56S, Title 17A, Construction and Infrastructure Regulations – Site Development and Stormwater Drainage.

Finding: The city adopted Pierce County storm water criteria; the project plans submitted with the civil permit and the resultant installation conform to those requirements.

18. All work associated with stabilizing slopes and other disturbed areas shall be in accordance with the City of Bonney Lake Public Works Design & Construction Standards.

Finding: All work to stabilize slopes and disturbed areas was done in connection with the issued civil permits, CIV-2008-00115 and -00116.

19. All public roads within and providing access to this plat must conform to City of Bonney Lake Public Works Design & Construction Standards.

Finding: All roads were constructed under issued civil permits, CIV-2008-00115 and -00116, which require adherence to City of Bonney Lake codes and the Public Works Design & Construction Standards.

20. Because the plat has been annexed prior to preliminary plat approval and that Church Lake Road East will become a city maintained road, city development standards shall apply to the extent possible. Specifically, the city requests the following road standards apply:

- Minimum row width – 60 feet for local roads; 60 feet for collector roads.
- The intersection curb radius for a collector road is 25 feet/cul-de-sac bulb radius 55 feet.



- Vertical curb, gutter, and sidewalks (5-foot wide) required on both sides of internal plat roads.
- Local access roads – 50 foot minimum with 10 foot easements on both sides.
- Pavement width should be 26 feet including gutter

Finding: These city standards were used in review and installation of civil plans.

21. The project shall be subject to Bonney Lake traffic impact fees in place at time of building permit.

Finding: All impact fees are calculated with each building permit application.

22. To better provide future connectivity and prevent congestion to West Tapps Highway East, the development shall provide a 50-foot road access to the south. It is understood that the design of the Hemminger preliminary plat southeast of the project site, does not currently provide for access to the north. If this should change, the corresponding southeastern lot of the project site shall be converted to road/utility access in correspondence to the Hemminger Preliminary Plat. If the currently designed Hemminger preliminary plat is approved, the road/utility access shall replace the west 50 feet of lot 25.

Finding: The plat provides a 50-foot right-of-way that will connect to the property to the south, which is currently the Hemminger preliminary plat.

23. A minimum of 15 foot water and sewer easement shall be provided on the western and eastern edges of the project, extending inward from the property to the internal plat road.

Finding: A 15-foot easement on either side of the plat does not exist; however, the eastern 15 feet that was originally slated for the plat no longer is part of the plat. The western 15 feet of the plat is wetland and wetland buffers, through which sewer easements should not run. Ten-foot easements run along each side of each street for a total of 20 feet of easements.

24. The name of the preliminary plat shall be changed. The City of Bonney Lake is currently processing a final plat called "Legacy Park."

Finding: The plat name was changed to "GMG."



25. The city requests a copy of the already submitted traffic impact analysis in order to review for impacts to the city's road network.

Finding: The TIA was reviewed by Pierce County and sent to the city by e-mail on September 17, 2008.

26. Utility easements shall be provided on the face of the final plat which are necessary to the provision of water, power, sewer, natural gas and mail delivery to the lots within the subdivision. The affected purveyors should be contacted prior to development of the final plat for their specific easement requirements.

Finding: Purveyors were contacted by the applicant; 10-foot utility easements are shown adjacent to each street. The easements are described on Page 3 of 6 of the plat and purveyors listed in Notes 2, 3, and 4.

27. A landscaping plan shall be submitted to the Bonney Lake Planning and Community Development Department for review and approval prior to final plat approval.

Finding: The landscape plan was approved on January 21, 2010.

28. A note shall be placed on the final plat mylar which states:
"The residents of ___ for the life of the project shall maintain the landscaping tract. All plant materials shall be pruned and trimmed as necessary to maintain a healthy growing condition or to prevent limb failure. The landscaping tract shall be kept free of trash. Any plant material shall be replaced within the spring or fall growing season following the Plant loss but not greater than 180 days from the time of loss."

Finding: This appears on Page 3 of 6 of the plat as Number 8.

29. The project location is in very close proximity to several areas that have potential for possible archaeological discoveries. At this time, please recognize that historic sites may be exposed when such projects undertaken. We recommend an archaeologist be hired to oversee and evaluate the proposed location of the project and that a cultural resource report is completed. Any exposure of historical sites will need to be reported to the Puyallup Tribe immediately.

Finding: No archeological discoveries were found. Because this condition extends beyond the limits of plat preparation, a portion is noted on the face of the plat on Page 3 of 6 of the plat, Number 17, together with the instruction to contact the State of Washington for all future construction activities.



30. All storm water from this proposal shall be treated to the maximum extend possible, particularly for pollutants commonly associated with residential development (i.e. chemicals, fertilizers, metals, etc.), then this treated storm water should be infiltrated on the plat site if suitable soils exist. Some of the storm water generated from the site may be treated by amending the soil throughout the site with compost.

Finding: Infiltration was not possible with the soils in this area. The storm water is to be treated in a settlement pond. Downstream of the pond, the water will be treated again through another filter, according to the plans approved by the city engineer during the civil plan process.

31. Full water quality treatment and infiltration of stormwater instead of a stormwater discharge that may ultimately end up in Lake Tapps, and eventually the White and Puyallup Rivers, is necessary to minimize impacts to water quantity and qualify that salmonids and other aquatic life in these river systems need. Infiltration of stormwater is also the preferred option of treatment according to the Department of Ecology's Western Washington stormwater manual volume 1 (WDOE 2001, page 1-5). These recommended measures would also reduce the potential contribution of phosphorus from the developed plat to drainage areas that drain to Lake Tapps.

Finding: Infiltration was not possible with the soils in this area. The city engineer approved an alteration to this condition to accommodate the soil's inability to tolerate infiltration.

32. In the event that infiltration is not feasible, the tribe recommends that phosphorus and other discharges from development be regulated to insure no degradation of existing water quality to address water quality concerns.

Finding: All minerals and pollutants will be discharged according to the approved methods and plans.

33. Sidewalks shall be provided within the development and also along the frontage of the site. The district agrees with such plans and requests that the standard Pierce County impact fees be imposed and that sidewalks be a condition of development.

Finding: Sidewalks were provided within the plat and a narrow area at West Tapps Highway is developed with sidewalks adjacent to the plat boundary.

34. Streetlights shall be provided for increased visibility and safety.

Finding: The street lights were installed by Puget Sound Energy May, 2010.



35. Any discharge of sediment-laden runoff or other pollutants to Waters of the State is in violation of Chapter 90.48, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

Finding: Erosion controls in place during construction prevented sediment-laden runoff from leaving the site.

36. Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to storm water runoff from carrying soil and other pollutants into surface water or storm drains that lead to Waters of the State. Sand silt, clay particles, and soil will damage aquatic habitat and are considered pollutants.

Finding: The temporary erosion and sediment control plan (TESCP) was approved on May 19, 2008, installed, and is still operational around the wetlands. Because this condition extends beyond the limits of plat preparation, it is also noted on the face of the plat on Page 3 of 6 of the plat, Number 18, for all future construction and residential uses.

37. Proper disposal of construction debris must be on land in such a manner that debris cannot enter the wetlands, streams, and their buffers or cause water quality degradation of state waters.

Finding: The demolition permit was received, processed, and inspected by the city.

38. During construction, all releases of oils, hydraulic fluids, fuels, other petroleum products, paints, solvents, and other deleterious materials must be contained and removed in a manner that will prevent their discharge to waters and soils of the state. The cleanup of spills should take precedence over other work on the site.

Finding: No spills were reported during construction. Because this condition extends beyond the limits of plat preparation, it is also noted on the face of the plat on Page 3 of 6 of the plat, Number 20, for all future construction and residential uses.

39. Soil in stockpiles should be stabilized or protected with sediment-trapping measures to prevent soil loss. All exposed areas of final grade or areas that are not scheduled for work, whether at final grade or otherwise, shall not remain exposed and un-worked for more than two days, between October 1 and April 30. Between May 1 and September 30, no soils shall remain exposed and un-worked for more than 7 days.

Finding: Erosion control measures were in place during construction; no violation of the standards was reported.



40. Clearing limits and/or any easements or required buffers should be identified and marked in the field, prior to the start of any clearing, grading, or construction. Some suggested methods are staking and flagging or high visibility fencing.

Finding: Clearing limits were checked in the field before construction began and again after clearing was completed.

41. A permanent vegetative cover should be established on denuded areas at final grade if they are not otherwise permanently stabilized.

Finding: The areas are seeded and all grass is growing to stabilize areas that were disturbed during plat construction.

42. Properties adjacent to the site of a land disturbance should be protected from sediment deposition through the use of buffers or other perimeter controls, such as filter fence or sediment basins.

Finding: Filter fencing was placed at the outer limits of land work to protect neighbors and wetlands.

43. All temporary erosion control systems should be designed to contain the runoff from the developed two-year, 24-hour design storm without eroding.

Finding: The TESCP was approved May 19, 2008, installed, and is still operational.

44. Provision should be made to minimize the tracking of sediment by construction vehicles onto paved public roads. If sediment is deposited, it should be cleaned every day by shoveling or sweeping. Water cleaning should only be done after the area has been shoveled out or swept.

Finding: Adequate controls were maintained throughout development of the plat.

45. Wash water from paint and wall finishing equipment should be disposed of in a way which will not adversely impact Waters of the State. Untreated disposal of this wastewater is a violation of State water quality laws and statutes and as such would be subject to enforcement action.

Finding: No violation of water quality issues was reported.

46. This project will disturb one or more acres of soil surface area and already has potential to discharge stormwater off the site to Waters of the State. The owners must obtain coverage



Community Development Department

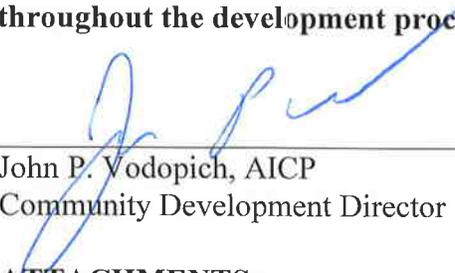
under a construction Stormwater National Pollution Discharge Elimination System (NPDES) permit before the start of any clearing, grading, or construction activities on the site.

Finding: An NPDES was obtained from the state August 11, 2008.

47. Thirty tree units per acre be preserved and/or planted. Prior to final plat approval, a final tree conservation plan must be submitted to staff for review and approval.

Finding: The calculation was examined before the landscape plan was approved January 21, 2010, to verify 30 tree units were preserved and/or planted as required.

Conditions 48 and 49 are technical statements of the hearing examiner that the decision was based on representations made and that the applicant is subject to all applicable laws throughout the development process.



John P. Vodopich, AICP
Community Development Director

July 11, 2012

Date

ATTACHMENTS:

- Final Plat Map

GMG PLAT

A PORTION OF THE SE 1/4 OF SW 1/4 OF SECTION 27,
TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.,
CITY OF BONNEY LAKE
PIERCE COUNTY, WASHINGTON

DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED PROPERTY, DEDICATE THESE LOTS TO THE PURCHASERS THEREOF. WE DEDICATE THE ROADS AND THOSE EASEMENTS NOT SPECIFICALLY DESIGNATED HEREIN AS PRIVATE TO THE USE OF THE PUBLIC FOREVER AND HEREBY GRANT TO THE PUBLIC THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF THE STREETS.

FURTHERMORE, THE OWNERS AND SUBSEQUENT PURCHASERS WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SUCH ROADS AS SHOWN HEREIN.

THIS SUBDIVISION HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND.

EAST WEST BANK

BY: [Signature] TITLE: FVP

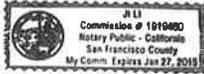
ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF SAN FRANCISCO } SS

ON THIS 3rd DAY OF July, 2012, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED MICHELLE LY TO ME KNOWN TO BE THE FVP/REG MANAGER OF EAST WEST BANK THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID BANK FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, RESIDING AT San Francisco
MY COMMISSION EXPIRES: Jan 27, 2015



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT ENTITLED "GMG PLAT" IS BASED UPON A SURVEY OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M., THAT ALL COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON, THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.

Rick A. Foxworthy 7-9-12
RICK A. FOXWORTHY, PROFESSIONAL LAND SURVEYOR DATE
CERTIFICATE NO. 35142



APPROVALS

PUBLIC WORKS DEPARTMENT

ALL CONSTRUCTION OF PUBLIC UTILITIES, INCLUDING WATER, SEWER, SIDEWALKS, AND STORMWATER HAS BEEN COMPLETED OR BONDED TO INSURE COMPLETION IN CONFORMANCE WITH CITY OF BONNEY LAKE STANDARDS AND REQUIREMENTS. BONDS WITH THE PROPER AMOUNTS HAVE BEEN POSTED TO COVER MAINTENANCE OF THE PUBLIC IMPROVEMENTS FOR TWO YEARS, AND ALL CONDITIONS OF PRELIMINARY PLAT HAVE BEEN COMPLIED WITH.

CITY ENGINEER _____ DATE _____

PIERCE COUNTY FIRE PROTECTION

WE HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED, SUBJECT TO COMPLIANCE WITH ALL CURRENT REQUIREMENTS OF THE FIRE PREVENTION BUREAU.

FIRE MARSHAL, DISTRICT 22 _____ DATE _____

CITY COUNCIL

I, THE UNDERSIGNED MAYOR, ON BEHALF OF THE CITY COUNCIL OF BONNEY LAKE, WASHINGTON, HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED AND ACCEPT SUCH DEDICATIONS AND EASEMENTS AS MAY BE INCLUDED THEREON.

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

COMMUNITY DEVELOPMENT DEPARTMENT

I HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE CITY OF BONNEY LAKE COMPREHENSIVE PLAN, ZONING CODE, ENVIRONMENTAL REGULATIONS AND ALL CONDITIONS OF THE PRELIMINARY PLAT HAVE BEEN COMPLIED WITH.

DIRECTOR, COMMUNITY DEVELOPMENT DEPARTMENT _____ DATE _____

ASSESSOR/TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

ACCOUNT NO. 0520273026

ASSESSOR/TREASURER, PIERCE COUNTY, WASHINGTON _____ DATE _____

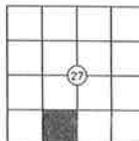
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2012, AT _____ MINUTES PAST _____ M., AT THE REQUEST OF _____ RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON.

RECORDING NUMBER _____

PIERCE COUNTY AUDITOR _____

FEED BY _____



SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.

ESM CONSULTING ENGINEERS LLC

181 S 393rd St
Bldg C, Ste 210
Federal Way, WA 98003
www.esmcivil.com

FEDERAL WAY (253) 838-8113
EVERETT (425) 297-9900

Civil Engineering Public Works	Land Surveying Project Management	Land Planning Landscape Architecture
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JOB NO. Agenda Packet p. 41 of 116

DRAWN: DLR/CAF SHEET 1 OF 6

GMG PLAT

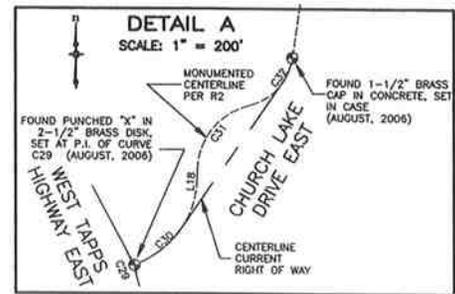
A PORTION OF THE SE 1/4 OF SW 1/4 OF SECTION 27,
TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.,
CITY OF BONNEY LAKE
PIERCE COUNTY, WASHINGTON

LEGAL DESCRIPTION

PARCEL A
THE WEST 12 AND 1/2 ACRES OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;
EXCEPT ANY PORTION THEREOF LYING WITHIN THE SOUTH 667.5 FEET OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, AS CONVEYED BY OUI CLAIM DEEDS RECORDED UNDER RECORDING NOS. 201105130555 AND 201105130556 WHICH WERE CONVEYED IN CONJUNCTION WITH BOUNDARY LINE AGREEMENT RECORDED UNDER RECORDING NO. 201105130557.

PARCEL B
A NON-EXCLUSIVE EASEMENT FOR VEHICULAR, PEDESTRIAN AND UTILITY ACCESS AS MORE FULLY SET FORTH AND DESCRIBED IN DOCUMENT RECORDED FEBRUARY 6, 2008, UNDER RECORDING NO. 200802060539 AND AS AMENDED BY DOCUMENT RECORDED APRIL 8, 2010 UNDER RECORDING NO. 201004060409, RECORDS OF PIERCE COUNTY, WASHINGTON.

ALL SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



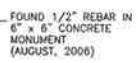
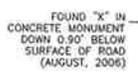
SCALE: 1" = 200'



INDEX TO SHEETS

- (R1) = PLAT OF LAKEVIEW TERRACE/PDD RECORDED UNDER RECORDING NO. 9702140228
- (R2) = PLAT OF CHURCH LAKE WATERFRONT TRACTS - DIVISION NO. 1 RECORDED UNDER RECORDING NO. 1931505

SITE SPECIFIC BASIS OF BEARINGS FOR THIS SURVEY:
N 01'23'31" E 264.39' (R1)
N 01'12'16" E 264.27' (R1)
N 1322.19' (R1)
N 1322.13' (R1)



ADDRESS TABLE

ALL ADDRESSES ARE BONNEY LAKE, WA 98391

LOT	ADDRESS
1	7706 202nd AVENUE EAST
2	7710 202nd AVENUE EAST
3	7714 202nd AVENUE EAST
4	20201 77th STREET COURT EAST OR 7709 202nd AVENUE EAST
5	20203 77th STREET COURT EAST
6	20205 77th STREET COURT EAST
7	20209 77th STREET COURT EAST
8	20301 77th STREET COURT EAST
9	20305 77th STREET COURT EAST
10	20309 77th STREET COURT EAST
11	20311 77th STREET COURT EAST
12	20315 77th STREET COURT EAST OR 7707 204th AVENUE EAST
13	20316 78th STREET COURT EAST OR 7715 204th AVENUE EAST
14	20312 78th STREET COURT EAST
15	20310 78th STREET COURT EAST
16	20306 78th STREET COURT EAST
17	20302 78th STREET COURT EAST
18	20208 78th STREET COURT EAST
19	20206 78th STREET COURT EAST
20	20204 78th STREET COURT EAST
21	20202 78th STREET COURT EAST OR 7713 202nd AVENUE EAST
22	20201 78th STREET COURT EAST
23	20203 78th STREET COURT EAST
24	20205 78th STREET COURT EAST
25	20207 78th STREET COURT EAST
26	20209 78th STREET COURT EAST
27	20301 78th STREET COURT EAST

LOT	ADDRESS
28	20305 78th STREET COURT EAST
29	20307 78th STREET COURT EAST
30	20311 78th STREET COURT EAST
31	20315 78th STREET COURT EAST OR 7805 204th AVENUE EAST
32	7806 204th AVENUE EAST
33	7802 204th AVENUE EAST
34	7716 204th AVENUE EAST
35	7714 204th AVENUE EAST
36	7710 204th AVENUE EAST
37	7706 204th AVENUE EAST
38	7702 204th AVENUE EAST
39	20316 77th STREET COURT EAST
40	20312 77th STREET COURT EAST
41	20310 77th STREET COURT EAST
42	20306 77th STREET COURT EAST
43	20302 77th STREET COURT EAST
44	20206 77th STREET COURT EAST
45	20204 77th STREET COURT EAST
46	7614 202nd AVENUE EAST OR 20202 77th STREET COURT EAST
47	7610 202nd AVENUE EAST
48	7606 202nd AVENUE EAST
49	7602 202nd AVENUE EAST
50	20205 78th STREET COURT EAST
51	20209 78th STREET COURT EAST
52	20301 78th STREET COURT EAST
53	20305 78th STREET COURT EAST
54	20309 78th STREET COURT EAST

TRACT A	NO ADDRESS
TRACT B	NO ADDRESS
TRACT C	NO ADDRESS
TRACT D	NO ADDRESS

PROJECT BASIS OF BEARINGS

WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE; N 01'23'31" E, AS OBSERVED BY GPS OBSERVATION BETWEEN THE SOUTHWEST SECTION CORNER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST, DESCRIBED AS A CONCRETE MONUMENT SCRIBED WITH AN "X", AND THE WEST QUARTER-CORNER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST DESCRIBED AS 2 3/8" REBAR WELDED TOGETHER AND SET IN CONCRETE.

SURVEY INSTRUMENTATION

SURVEYING PERFORMED IN CONJUNCTION WITH THIS RECORD OF SURVEY UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES:
10" TOTAL STATION MAINTAINED TO MANUFACTURER'S SPECIFICATIONS AS REQUIRED BY WAC-332-130-100

THREE DUAL FREQUENCY SURVEY GRADE GPS UNITS UTILIZING RAPID STATIC AND POST PROCESSING TECHNIQUES
PROCEDURE USED: FIELD TRAVERSE AND GPS WITH ACCURACY MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-090

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C29	15'03"30"	378.30	99.42	50.00
C30	68'33"03"	218.49	261.41	
C31	74'26"00"	158.00	205.26	
C32	67'37"57"	135.03	159.39	

LINE	BEARING	LENGTH
L18	N 01'17'08" E	20.20 (ESM)
L18	N 1'01'40" E	20.20 (R2)



ESM CONSULTING ENGINEERS LLC
181 S 333rd St
Bldg C, Ste 210
Federal Way, WA 98003
www.esmcivil.com

Civil Engineering
Public Works

Land Surveying
Project Management

Land Planning
Landscape Architecture

JOB NO. 1497-001-009-003 DATE: 2012-06-29
DRAWN: DLR/CAF SHEET 2 OF 6

GMG PLAT

A PORTION OF THE SE 1/4 OF SW 1/4 OF SECTION 27,
TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.,
CITY OF BONNEY LAKE
PIERCE COUNTY, WASHINGTON

NOTES

- 1) A REBAR AND PLASTIC CAP MARKED "ESM, LLC 29294/29281" SHALL BE SET AT ALL REAR LOT CORNERS AND LOT ANGLE POINTS, EXCEPT AS NOTED. THERE MAY BE INSTANCES WHERE A PK NAIL AND BRASS TAG MARKED "LS 29294/LS 29281" ARE SET AT REAR CORNERS OR LOT ANGLE POINTS WHEN AN OBSTACLE PREVENTS SETTING A REBAR AND CAP. IN THE EVENT THAT A NON-REMOVABLE OBSTACLE PREVENTS THE SETTING OF THE ACTUAL PROPERTY CORNER, A STAMPED 2" ALUMINUM CAP WILL BE SET ON THE PROPERTY LINE AS AN OFFSET TO THE ACTUAL CORNER WITH THE DISTANCE TO THE ACTUAL CORNER NOTED THEREON. THE INTERSECTION OF LOT LINES WITH STREET IMPROVEMENTS SHALL BE REFERENCED BY A PK NAIL AND BRASS TAG MARKED "LS 29294/LS 29281" SET IN THE TOP OF CURB OR THICKENED EDGE OF ASPHALT ON THE EXTENSION OF THE LOT LINE.
- 2) A PRIVATE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY COMPANY, QWEST PIERCE TELEPHONE, COMCAST, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON ALL PRIVATE STREETS, ALLEYS AND PRIVATE ACCESS TRACTS, THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS AND 5 FEET PARALLEL WITH AND ADJOINING ALLEYS AND PRIVATE ACCESS TRACTS. FURTHER EASEMENTS ARE RESERVED OVER PRIVATE LANDS FOR VAULTS, PEDESTALS AND RELATED FACILITIES ("VAULT EASEMENTS") ADJACENT TO THE 5 FOOT WIDE UTILITY EASEMENT RESERVED IN THE PRECEDING SENTENCE AS FOLLOWS: THE VAULT EASEMENT MAY OCCUPY UP TO AN ADDITIONAL 5 FEET IN WIDTH (FOR A TOTAL WIDTH OF 10 FEET) WITH THE LENGTH OF EACH VAULT EASEMENT SHALL BE "AS INSTALLED" DURING THE UTILITY'S INITIAL INSTALLATION OF FACILITIES. THE EASEMENTS ARE RESERVED AND GRANTED IN ORDER TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES, WIRES, VAULTS AND PEDESTALS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION, STREET LIGHTS AND UTILITY SERVICE TOGETHER WITH THE GAS TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS OR DATA TRANSMISSION USES SHALL BE PLACED OR PERMITTED TO BE PLACED WITHIN THIS EASEMENT UNLESS THE SAME SHALL BE UNDERGROUND. NO PERMANENT STRUCTURE SHALL BE PLACED WITHIN THE EASEMENTS WITHOUT PERMISSION FROM EASEMENT OWNERS.
- 3) AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF BONNEY LAKE AND OTHER UTILITY PROVIDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FOR PUBLIC AND PRIVATE STORM DRAINAGE, WATER SERVICE, IRRIGATION, AND OTHER UTILITIES UNDER AND UPON THE 10 FEET OF LOTS AND TRACTS ADJACENT TO AND ABUTTING PUBLIC STREETS OR ROADS, PARALLEL WITH AND ADJOINING EXISTING OR PROPOSED ACCESS RIGHT OF WAY AS DEPICTED HEREIN, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION, AND OTHER PROPERTY, WITH UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED, ALSO HEREBY GRANTED IS THE RIGHT TO USE ALL STREET AND ROAD RIGHTS OF WAY FOR THE SAME PURPOSES. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.
- 4) THE 10 FOOT WIDE EASEMENT ADJOINING STREETS MAY CONTAIN PRIVATE STORM DRAINAGE SYSTEMS AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS ON FILE AT THE CITY OF BONNEY LAKE. THE MAINTENANCE OF THESE PRIVATE STORM DRAINAGE SYSTEMS SHALL BE THE RESPONSIBILITY OF THOSE LOT OWNERS BENEFITTING FROM SAID SYSTEMS.
- 5) THIS SITE CONTAINS CRITICAL WETLANDS, STREAMS AND THEIR BUFFERS. RESTRICTIONS ON USE OR ALTERATION OF THE SITE MAY EXIST DUE TO NATURAL CONDITIONS OF THE SITE AND RESULTING REGULATIONS.
- 6) PROPERTIES ADJACENT TO THE SITE OF A LAND DISTURBANCE SHOULD BE PROTECTED FROM SEDIMENT DEPOSITION THROUGH THE USE OF BUFFERS OR OTHER PERIMETER CONTROLS, SUCH AS FILTER FENCE OR SEDIMENT BASINS.
- 7) THE ONSITE WETLANDS AND STREAMS WERE DELINEATED BY CHAD ARMOUR LLC ON JULY 19, 2006 AND FEBRUARY 16, 2007 AND SURVEY LOCATED BY ESM CONSULTING ENGINEERS, LLC.
- 8) THE RESIDENTS OF THIS PLAT FOR THE LIFE OF THE PROJECT SHALL MAINTAIN THE LANDSCAPING WITHIN TRACT C. ALL PLANT MATERIAL SHALL BE PRUNED AND TRIMMED AS NECESSARY TO MAINTAIN A HEALTHY GROWING CONDITION OR TO PREVENT LIMB FAILURE. THE TRACT SHALL BE KEPT FREE OF TRASH. ANY PLANT MATERIAL SHALL BE REPLACED WITHIN THE SPRING OR FALL GROWING SEASON FOLLOWING PLANT LOSS, BUT NOT GREATER THAN 180 DAYS FROM TIME OF LOSS.
- 9) TRACT A IS DEDICATED AND CONVEYED TO THE CITY OF BONNEY LAKE UPON THE RECORDING OF THIS PLAT FOR STORM DRAINAGE FACILITY PURPOSES. THE CITY OF BONNEY LAKE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACT, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 2 AND 3.
- 10) TRACTS B AND D ARE DEDICATED AND CONVEYED TO THE CITY OF BONNEY LAKE UPON THE RECORDING OF THIS PLAT FOR OPEN SPACE AND SENSITIVE AREA PURPOSES. SAID TRACTS CONTAIN WETLANDS THAT HAVE BEEN MITIGATED AND/OR RESTORED PER THE BUFFER MITIGATION PLAN APPROVED AND ON FILE AT THE CITY OF BONNEY LAKE. THE CITY OF BONNEY LAKE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACT, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 2 AND 3.
- 11) TRACT C IS GRANTED AND CONVEYED TO THE HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT FOR PARK PURPOSES. SAID HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACT, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 2 AND 3. A 15 FOOT EASEMENT ACROSS TRACT C FOR ACCESS TO TRACT B IS ESTABLISHED UPON THE RECORDING OF THIS PLAT.
- 12) TRACT E IS GRANTED AND CONVEYED TO THE OWNERS OF LOTS 53 AND 54 ADJOINING SAID TRACTS AND OBTAINING THEIR ACCESS TO THE PUBLIC ROADS OVER SAID TRACT AS EQUAL AND UNDIVIDED OWNERSHIP UPON THE RECORDING OF THIS PLAT FOR JOINT USE DRIVEWAY PURPOSES. SAID OWNERS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT, AND THE MAINTENANCE, REPAIR AND REPLACEMENT OF ANY IMPROVEMENTS CONTAINED THEREIN, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 2 AND 3. THE ENTIRETY OF SAID TRACT IS SUBJECT TO AN EASEMENT FOR UTILITIES AND PUBLIC FIRE ACCESS. PARKING IS PROHIBITED WITHIN SAID TRACT AND IT MUST REMAIN CLEAR OF ANY OBSTRUCTIONS.
- 13) A 5 FOOT WIDE PRIVATE STORM DRAINAGE EASEMENT ACROSS LOTS 46, 47 AND 48 IS ESTABLISHED UPON THE RECORDING OF THIS PLAT. THE MAINTENANCE OF THE PRIVATE STORM DRAINAGE SYSTEM CONTAINED IN SAID EASEMENT SHALL BE THE RESPONSIBILITY OF THOSE LOT OWNERS BENEFITTING FROM SAID SYSTEM.
- 14) NO PESTICIDE USE SHALL BE ALLOWED WITHIN THE WETLAND OR BUFFER AREAS.
- 15) BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED DURING ALL PHASES OF SITE DEVELOPMENT.
- 16) AS IS ALLOWED PER SECTION 18.E.10.0600, PIERCE COUNTY REQUIRES THE CONSTRUCTION OF A 2- OR 3-RAIL SPLIT RAIL WOOD FENCE. THIS IS BEING REQUIRED TO DISTINGUISH THE CRITICAL AREA FROM THE DEVELOPED PORTIONS OF THE SITE AND HELP PROTECT THE WETLAND, FISH OR WILDLIFE HABITAT CONSERVATION AREA FROM INTRUSION AND OTHER HUMAN IMPACTS. THE FENCE SHALL BE MAINTAINED IN PERPETUITY BY THE HOMEOWNER'S ASSOCIATION.
- 17) THE PROJECT LOCATION IS IN VERY CLOSE PROXIMITY TO SEVERAL AREAS THAT HAVE POTENTIAL FOR POSSIBLE ARCHAEOLOGICAL DISCOVERIES. ANY EXPOSURE OF HISTORICAL SITES WILL NEED TO BE REPORTED TO THE PUYALLUP TRIBE AND THE STATE OF WASHINGTON IMMEDIATELY.
- 18) EROSION CONTROL MEASURES MUST BE IN PLACE PRIOR TO ANY FUTURE CLEARING, GRADING, OR CONSTRUCTION.
- 19) PROPER DISPOSAL OF CONSTRUCTION DEBRIS MUST BE ON LAND IN SUCH A MANNER THAT DEBRIS CANNOT ENTER THE WETLANDS, STREAMS, AND THEIR BUFFERS OR CAUSE WATER QUALITY DEGRADATION OF STATE WATERS.
- 20) DURING CONSTRUCTION, ALL RELEASES OF OILS, HYDRAULIC FLUIDS, FUELS, OTHER PETROLEUM PRODUCTS, PAINTS, SOLVENTS, AND OTHER DELETERIOUS MATERIALS MUST BE CONTAINED AND REMOVED IN A MANNER THAT WILL PREVENT THEIR DISCHARGE TO WATERS AND SOILS OF THE STATE. THE CLEANUP OF SPILLS SHOULD TAKE PRECEDENCE OVER OTHER WORK ON THE SITE.

EXCEPTIONS FROM TITLE REPORT

LEGAL DESCRIPTION, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ARE FROM CHICAGO TITLE INSURANCE COMPANY AMENDED PLAT CERTIFICATE NO. 4325372 DATED JUNE 21, 2012. IN PREPARING THIS PLAT, ESM HAS NOT CONDUCTED AN INDEPENDENT TITLE SEARCH NOR IS ESM AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THIS PLAT. ESM HAS WHOLLY RELIED ON THE ABOVE REFERENCED SUBDIVISION GUARANTEE TO PREPARE THIS PLAT AND THEREFORE QUALIFIES THE PLAT'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

- 1) SUBJECT TO GENERAL PROPERTY TAXES AND SERVICE CHARGES FOR TAX ACCOUNT NUMBER 0520273026,
- 2) NOT REPORTED HEREIN,
- 3) SUBJECT TO VOLUNTARY SCHOOL IMPACT FEE LIEN AS RECORDED UNDER RECORDING NO. 9708050476,
- 4) SUBJECT TO VOLUNTARY PARKS IMPACT FEE LIEN AS RECORDED UNDER RECORDING NO. 9708050477,
- 5) NOT REPORTED HEREIN,
- 6) SUBJECT TO AN EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEMS AND THE TERMS AND CONDITIONS THEREOF AS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 9911130192. THE LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM SAID INSTRUMENT AND IS NOT DEPICTED HEREIN.
- 7) SUBJECT TO AN EASEMENT FOR VEHICULAR, PEDESTRIAN, AND UTILITY ACCESS AND THE TERMS AND CONDITIONS THEREOF AS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 20080206059 AND THAT AMENDMENT THERETO RECORDED UNDER RECORDING NO. 201004060409. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.
- 8) SUBJECT TO MATTERS DISCLOSED BY THAT RECORD OF SURVEY FOR THE SOUTHERLY LINE OF THE PROPERTY AS RECORDED UNDER RECORDING 201104135001.
- 9) SUBJECT TO THAT MUTUAL BOUNDARY LINE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF AS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 201105130557.
- 10-11) NOT REPORTED HEREIN,

BUILDING SETBACKS

BUILDING SETBACKS ARE AS FOLLOWS (UNLESS DEPICTED OTHERWISE):

- FRONT: 25'
- SIDE: 5'
- SIDE ALONG RIGHT OF WAY: 15'
- REAR: 10'



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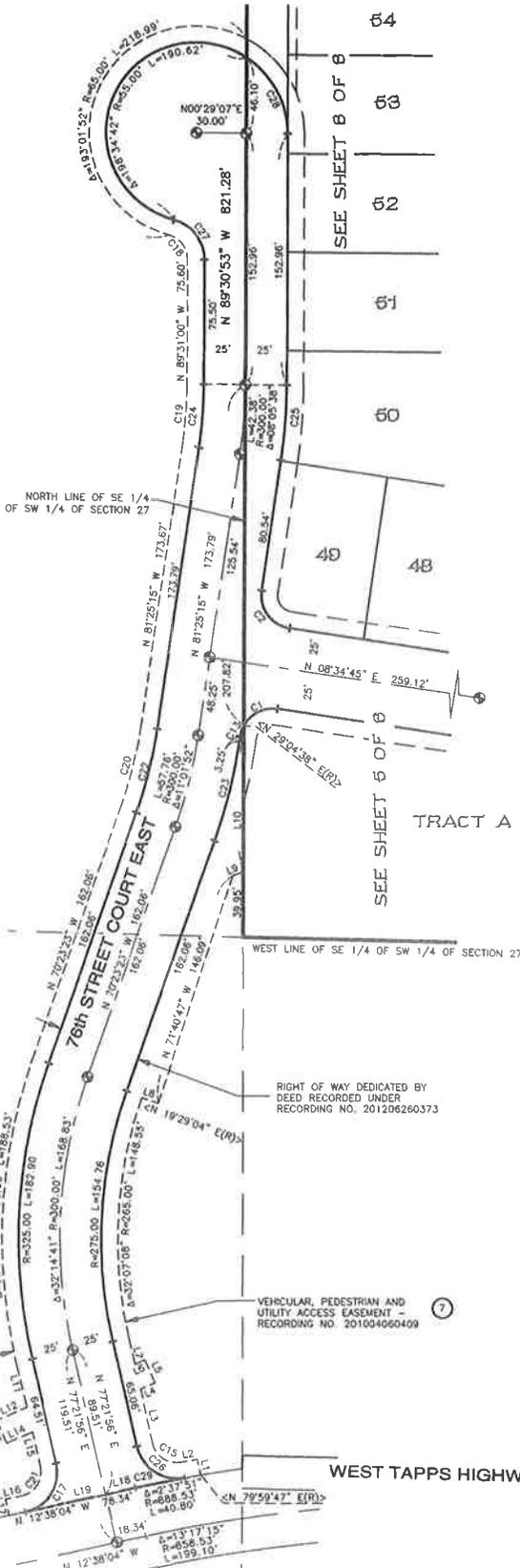
Civil Engineering Land Surveying Land Planning
Public Works Project Management Professional Architecture

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JOB NO. 1497-001-309-0003 DATE: 2012-06-29
DRAWN: DLR/CAF SHEET 1 OF 2

GMG PLAT

A PORTION OF THE SE 1/4 OF SW 1/4 OF SECTION 27,
TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.,
CITY OF BONNEY LAKE
PIERCE COUNTY, WASHINGTON

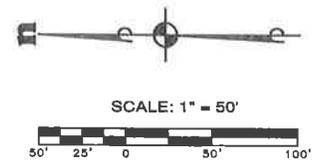


LEGEND

- ⊙ = ESM TO SET CONCRETE MONUMENT WITH BRASS CAP STAMPED: "L.S. 29294", IN CASE, UPON COMPLETION OF CONSTRUCTION
- B.S.B.L. = BUILDING SETBACK LINE
- R = RADIUS
- Δ = DELTA
- L = ARC LENGTH
- (R) = RADIAL BEARING
- < > = RADIAL BEARING AT LOT CORNER
- 1 = INDICATES NOTE NUMBER ON SHEET 3 OF 6
- ① = INDICATES EXCEPTION NUMBER ON SHEET 3 OF 6

CURVE	DELTA	RADIUS	LENGTH
C1	69°30'07"	20.00	24.26
C2	92°00'00"	20.00	31.42
C13	20°29'53"	20.00	7.18
C15	88°00'51"	15.00	23.04
C17	90°00'00"	25.00	39.27
C18	75°31'21"	15.00	19.77
C19	80°54'5"	265.00	37.44
C20	11°01'52"	265.00	51.02
C21	90°00'00"	15.00	23.56
C22	11°01'52"	275.00	52.95
C23	11°01'52"	325.00	62.57
C24	08°05'38"	275.00	38.85
C25	08°05'38"	325.00	45.91
C26	88°00'51"	25.00	38.40
C27	29°31'21"	25.00	32.95
C28	56°56'39"	55.00	84.66
C29	01°59'09"	888.53	30.80

LINE	BEARING	LENGTH
L1	N 29°21'09" E	10.06
L2	N 10°38'55" W	10.00
L3	N 77°21'56" E	33.33
L4	N 23°48'16" W	9.59
L5	N 66°11'44" E	15.00
L6	N 23°48'16" W	6.62
L7	N 77°21'56" E	18.44
L8	N 16°19'13" E	10.57
L9	N 20°49'09" W	6.91
L10	N 89°30'53" W	89.30
L11	N 77°21'56" E	27.71
L12	N 23°48'16" W	20.00
L13	N 66°11'44" E	15.00
L14	N 23°48'16" W	17.04
L15	N 77°21'56" E	21.50
L16	N 12°38'04" W	10.00
L17	N 77°21'56" E	10.00
L18	N 12°38'04" W	18.34
L19	N 12°38'04" W	50.00



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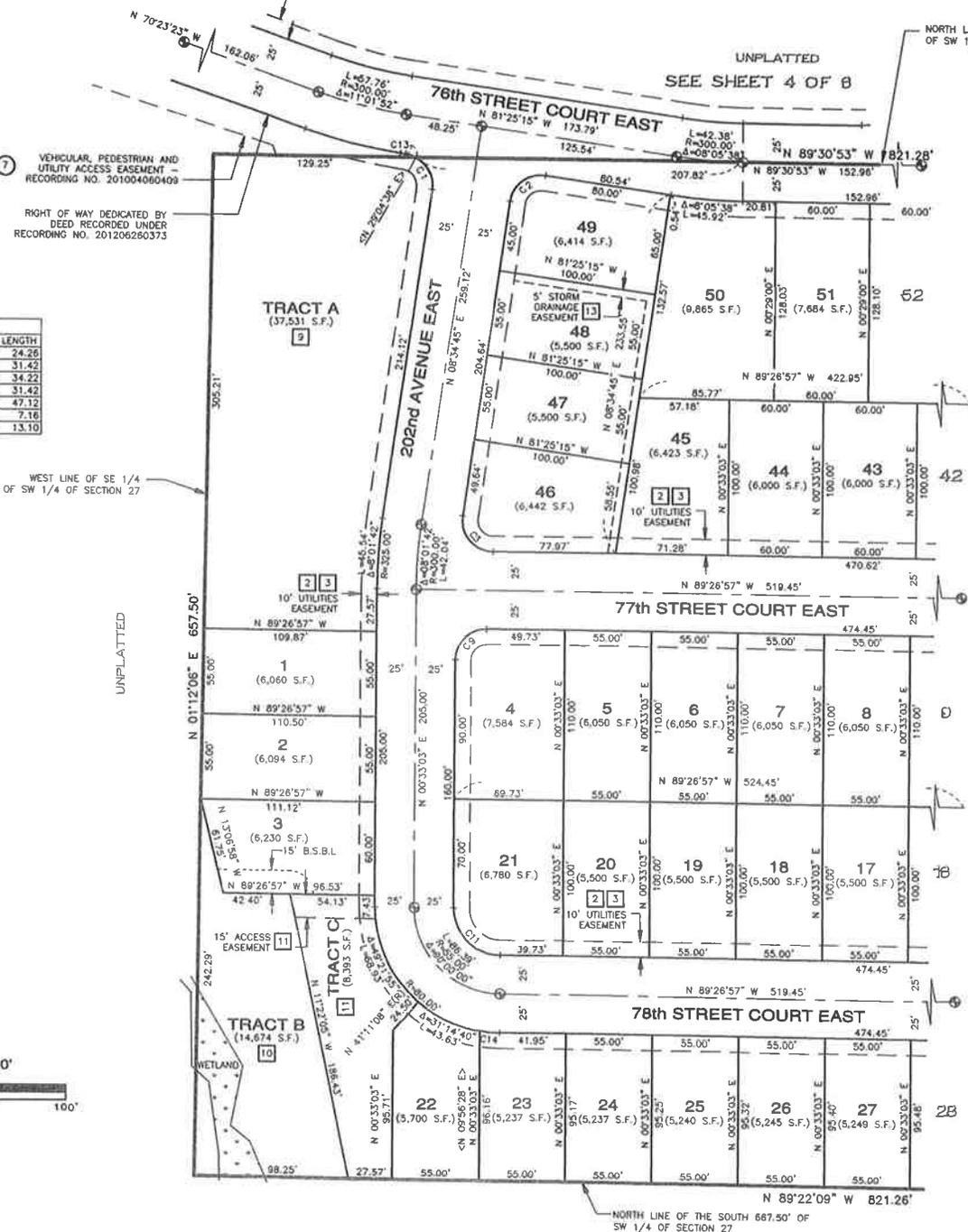
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JOB NO 1497-001-009-0003	DATE: 2012-06-29	
DRAWN: DLR/CAF	SHEET 4 OF 6	

GMG PLAT

A PORTION OF THE SE 1/4 OF SW 1/4 OF SECTION 27,
TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.,
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PIERCE COUNTY, WASHINGTON

CURVE	DELTA	RADIUS	LENGTH
C1	69°30'07"	20.00	24.26
C2	90°00'00"	20.00	31.42
C3	98°01'42"	20.00	34.22
C9	90°00'00"	20.00	31.42
C11	90°00'00"	30.00	47.12
C13	20°29'53"	20.00	7.16
C14	9°23'25"	80.00	13.10



WEST LINE OF SE 1/4 OF SW 1/4 OF SECTION 27

UNPLATTED SEE SHEET 4 OF 8

NORTH LINE OF SE 1/4 OF SW 1/4 OF SECTION 27

SEE SHEET 8 OF 8



SCALE: 1" = 50'



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UNPLATTED



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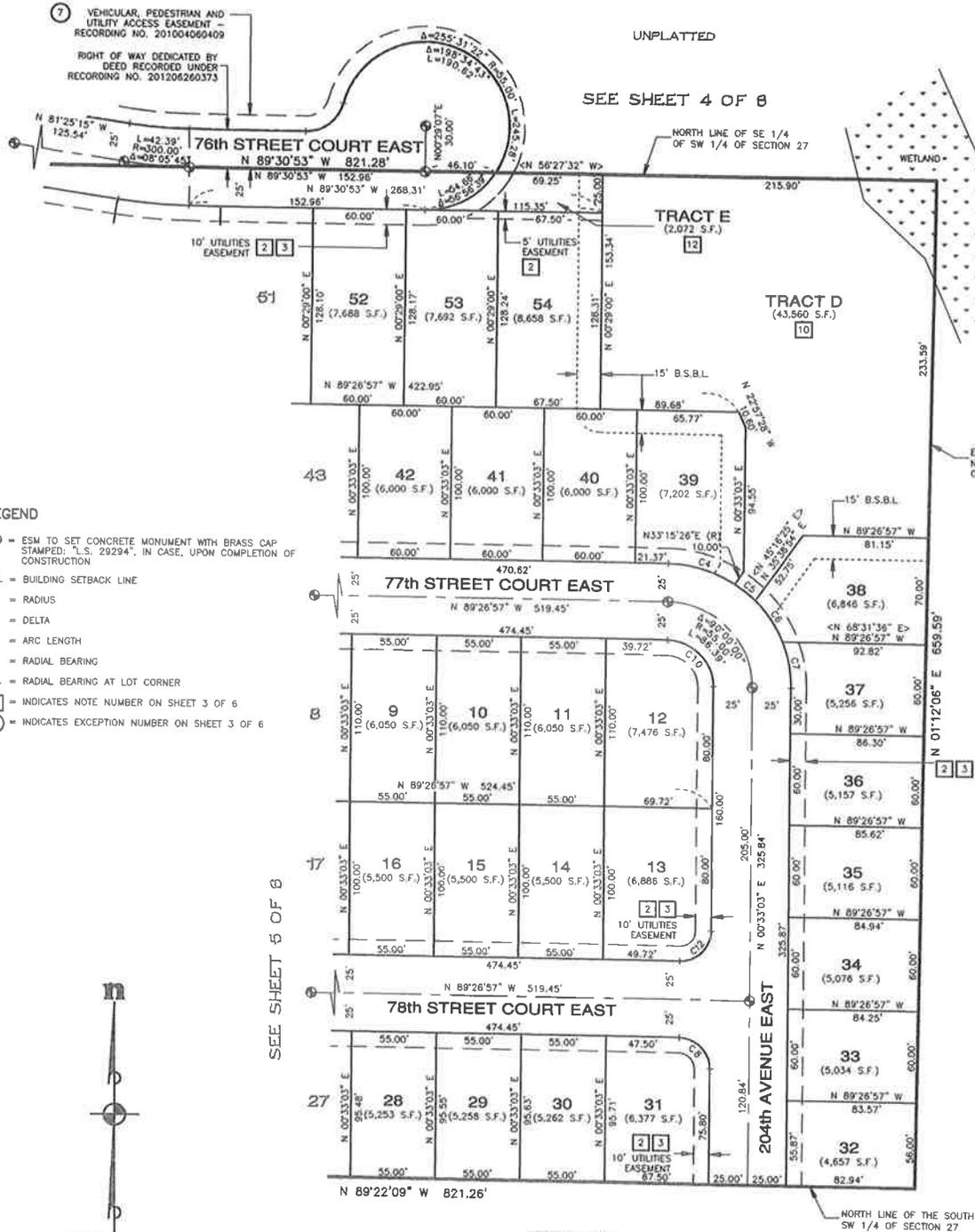
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JOB NO. 1425
 DRAWN: DLR/CAF

GMG PLAT

A PORTION OF THE SE 1/4 OF SW 1/4 OF SECTION 27,
TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.,
CITY OF BONNEY LAKE
PIERCE COUNTY, WASHINGTON



CURVE	DELTA	RADIUS	LENGTH
C4	37°42'23"	80.00	45.67
C5	12°00'59"	80.00	16.77
C8	23°15'11"	80.00	32.47
C7	72°31'27"	80.00	39.75
C8	90°00'00"	20.00	31.42
C10	90°00'00"	30.00	47.12
C12	90°00'00"	20.00	31.42

- LEGEND**
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