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These standards shall apply to all improvements within the public right-of-way and/or public easements, to all improvements required within the proposed public right-of-way of new subdivisions, for all improvements intended for ownership, operations or maintenance by the City, and for all other improvements for which the City Code requires approval from the City Public Works Director and/or City Planning Commission and/or the City Council. These standards are intended as guidelines for designers and developers in preparing their plans, studies and/or reports and for the City in reviewing same. Where minimum values are stated, greater values should be used whenever practical; where maximum values are stated, lesser values should be used where practical. The developer/proponent is, however, cautioned that higher standards and/or additional studies and/or environmental mitigation measures may, and will, in all likelihood, be imposed by the City when developing on, in, near, adjacent, or tributary to sensitive areas to include, but not be limited to, steep embankments, creeks, ponds, lakes, wetlands, certain wildlife habitat, unstable soils, high water tables, wet areas, etc. The Public Works Director or their representatives may impose stricter standards and specifications where such measures will enhance public safety, protect sensitive areas, or better conform to current engineering practice.

Alternate design standards may be accepted when it can be shown, to the satisfaction of the City, that such alternate standards will provide a design equal to or superior to that specified. In evaluating the alternate design, the City shall consider appearance, durability, ease of maintenance, public safety and other appropriate factors, including the latest edition of the *Standard Specification for Road, Bridge & Municipal Construction*, State of Washington, and current amendments thereto.

Where improvements are not covered by these details or by the Standard Specifications or by the Standard Details, the City will be the sole judge in establishing appropriate standards. Where these “standards” conflict with any existing City ordinances or discrepancies exist within the body of this text, the higher “standards” shall be utilized as determined by the Public Works Director or his/her representative.

Plans for major improvements in the public right-of-way or within public easements, or improvements to be “deeded” or “gifted” to the City, shall bear an approval block (see Standard Details) for signature by the City. It is the Developer’s responsibility to provide plans to the City for approval that are prepared in strict conformance with these standards. In the event that the City approves plans erroneously, then the approval shall be considered null and void and may be revoked by the City at any time.

The designer shall submit calculations or other appropriate materials supporting the design of utilities, pavements and storm drainage facilities. The designer shall submit calculations for structures and other designs when requested by the City.

All plans, calculations, deviation requests, and specifications that are to be reviewed by the City will also require that a deposit be made to the City by the Developer/Proponent in an amount determined by the City based upon the estimated cost of review. The deposit will be held by the City for the duration of the project and will only be returned to the issuer upon the successful completion of the project as determined by the Public Works Director or his/her representatives. All fees charged by the City to the Developer for the review and administration of the review shall be paid promptly by the Developer, or the City may stop all review and administrative work on the project, and the Developer will relinquish their deposit until such a time that the fees are paid in full.

Definitions: As used herein:

1. **“Developer”** is the party having an agreement with the City to cause the installation of certain improvements, to become a part of the City’s utility and/or roadway system upon completion and acceptance. The term shall also include the Developer’s contractor employed to do the work or the Contractor’s employees.
2. **“Plans”** mean drawings, including reproductions thereof, of the work to be done, prepared by an Engineer licensed in the State of Washington.
3. **“Specifications”** mean the directions, provisions, and requirements designated by an engineer licensed in the State of Washington for the performance of the work and for the quantity and quality of materials, as contained or referenced herein.
4. **“Performance Bond”** means a bond furnished by the Developer and written by a corporate body qualified to write surety in the State of Washington, guaranteeing that the work will be completed in accordance with the plans and specifications.
5. **“Maintenance Bond”** means a bond furnished by the Developer and written by a corporate body qualified to write surety in the State of Washington, guaranteeing that the Developer will repair any defects found in the work within the time period as further identified herein.
6. **“Contract Documents”** consist of the following, and in case of conflicting provisions, the first mention shall have precedence:
  - a. Developers Agreement.
  - b. Plans.
  - c. Standard Details.
  - d. Specifications – Conditions and Standards of the Contract.
  - e. Addenda.
  - f. Change Orders.
  - g. General Conditions.
7. **“Work”** is the labor or materials or both, superintendent, equipment, transportation, and other facilities necessary to complete the Contract.
8. **“City”** is the City of Bonney Lake, Washington, Pierce County, a municipal corporation, existing under and by virtue of the laws of the State of Washington. Actions designated as taken by the City are the acts of the Council acting through the Mayor.
9. **“Mayor”** means the mayor of the City of Bonney Lake or his/her authorized representative.
10. **“Contractor”** means the Developer’s contractor or subcontractor.

11. **“Council”** means the City of Bonney Lake Council of elected representatives or their authorized representatives.
12. **“Engineer”** means the City’s Engineer, whether a staff engineer or consultant.
13. **“Public Works Director”** means the City’s duly appointed City Public Works Director.
14. **“Operations and Maintenance Supervisor”** means the City’s Utility/Public Works superintendent, and/or operations and maintenance supervisor, and/or the public works director.
15. **“Approach”** means any area, construction, or facility between a public road and private property which provides access for ingress and/or egress of vehicles from the public roadway to or from private property. Approaches shall include residential driveway approaches, major driveway approaches, minor approaches and temporary approaches.
16. **“Change of Use”** means any change of purpose or use for which any land, building, or structure is occupied, maintained, designed, arranged or intended.
17. **“Curb Return/Return”** means the curved portion of the road approach where the approach widens out and connects into the edge of existing pavement of the public road.
18. **“Entering Sight Distance”** means the distance of roadway ahead, left or right, which is visible to the driver of a vehicle approaching a City road before entering the City road.
19. **“Major Road Approach”** means a road approach which will serve an area with the potential to contain or which does contain in excess of nineteen (19) single-family residences or which is used to provide access to business and nonresidential enterprises including, but not limited to, sales, services, industry, churches, or other quasi-public buildings.
20. **“Minor Road Approach”** means a road approach which provides or has the potential to provide access to a residential development ranging in size from two (2) lots or single-family structures to nineteen (19) lots or single-family structures.
21. **“Residential Road Approach”** means a road approach which is used to provide access to a single-family residence.
22. **“Right-of-Way”** means that area of land dedicated for public use or secured by the public for purposes of public traffic, drainage and/or franchised utilities.
23. **“Road, Public”** means any deeded, established, or legally acquired road, street, avenue, alley, highway, lane, boulevard, court, place, or way open as a matter of right to public vehicular traffic.
24. **“Standard Specifications”** are the current edition of the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction*, and current amendments thereto.
25. **“Temporary Approach”** means an approach that will not be in place longer than 90 consecutive calendar days.

Developer to be Informed: It is the Developer's responsibility to be fully informed regarding the nature, quality, and the extent of the work to be done, and, if in doubt, to secure specific instructions from the City.

Payment for City Services: The Developer shall be responsible for promptly reimbursing the City for all costs and expenses incurred by the City in the pursuit of project submittal, review, approval, and construction. These costs include, but are not limited to, the utilization of staff and consultants as may be necessitated to adequately review and inspect construction of the project(s). All legal, administrative, and engineering fees for project review, meetings, approvals, site visits, construction inspection, etc., shall be subject to prompt reimbursement. **The Developer is cautioned that project approval (City acceptance) and occupancy permits will be denied until all bills are paid in full.**

Minor Changes to these Standards: The Public Works Director shall be authorized to make minor changes that would benefit the City or are deemed necessary to protect the public. Minor changes shall be regarded as those changes necessary to maintain consistency with current engineering practice and local, state and/or federal regulations or those changes that will enhance compliance with these standards.