

RESOLUTION 2013-F

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL APPROVING A DEVELOPMENT AGREEMENT WITH KRAIG ARNDT

WHEREAS, EMC 13.28.010 requires the execution of a development agreement before the issuance of a building or construction permit “[w]henver any developer of commercial, industrial or residential land desires or finds it necessary to construct sanitary sewage facilities, water distribution facilities, storm drainage facilities and streets at his own expense before connection with, delivery to and operation by the town,” and

WHEREAS, the Town Council conducted a public hearing on February 11, 2013, pursuant to RCW 36.70B.200, after giving proper written notice to all potentially affected persons; and

WHEREAS, the Council determined at said hearing that the attached development agreement is acceptable and should be executed;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Eatonville as follows:

Section 1. The Mayor is authorized to execute on behalf of the Town the attached Development Agreement with Kraig Arndt.

Passed by the Council of the Town of Eatonville at a regular meeting this _____ day of February, 2013.

Raymond Harper, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

Daniel G. Lloyd, Town Attorney

**DEVELOPMENT AGREEMENT
(EMC Chapter 13.28)**

This Development Agreement (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2013, between Kraig Arndt and/or assigns (hereinafter "Developer") and the **Town of Eatonville, Washington** (together with its designated agents and representatives hereinafter "Town") to comply with the Eatonville Municipal Code (hereinafter "EMC") Chapter 13.28 as follows:

RECITALS

WHEREAS, EMC 13.28.010 requires that a Developer Agreement be prepared and executed prior to the issuance of a building or construction permit whenever a developer intends to construct public water, sewer, stormwater, or street facilities; and

WHEREAS, Developer has been granted a conditional use permit and binding site plan approval which includes the construction of public water, sewer, stormwater, and street facilities for which a Developer Agreement is required pursuant to EMC 13.28.010; and

NOW, THEREFORE, for and in consideration of the Town's approval and acceptance of Developer's conditional use permit and binding site plan, Developer and Town agree as follows:

1. **Project Description.**

1.1 **Proposal.**

The proposal is to construct 20 cottage housing units, garages, surface parking, common areas, landscaping, utilities, and a private driveway. Civil engineering plans for the Public Improvements associated with this project are attached to this agreement as exhibit B.

1.2 **Public Facilities to be Constructed.**

Public water
 Sewer

Storm water
 Street facilities

2. **Definitions.**

2.1 **Cost Basis** shall refer to the cost of the Dedicated Improvements as completed.

2.2 **Dedicated Improvements** shall refer to the Public Improvements listed in Section 3.4 which once approved and accepted by Town will be maintained by Town.

2.3 Required Inspections shall refer to those inspections required by Town for Town approval and acceptance of the Dedicated Improvements.

2.4 Security shall refer to a warranty bond, in favor of Town for the purpose of securing Developer's obligations as more particularly described hereunder.

2.5 Public Improvements shall refer to the water, sewer, stormwater, and street facilities for the development.

3. **Binding Requirements on Developer and Completion Dates.**

3.1 Developer will participate in a predesign conference with the Mayor or his designee to discuss the Development Agreement (EMC 13.28.020).

COMPLETION DATE: 1/11/2013

3.2 Developer will submit two sets of engineering plans and construction specifications prior to execution of this Agreement (EMC 13.28.030(A)). Said plans shall have an appropriate stamp from a professional engineer, for the proposed sewer system, water system, storm drainage system and streets prior to construction, and the governing standards for such plans and specifications.

COMPLETION DATE: 1/11/2013

3.3 Inspection requirements will be undertaken as follows (EMC 13.28.030(B)):

a. By signing this Agreement, Developer agrees to pay the Town for the cost of inspecting required improvements.

3.4 Developer hereby under this Agreement agrees to convey to the Town the following improvements (EMC 13.28.030(C)) upon final inspection and acceptance by the town:

1. Sidewalk and crosswalk improvements shown on Exhibit B.
2. Water distribution system improvements as shown on Exhibit B.
3. Gravity sewer main lines as shown on Exhibit B.
4. Stormwater System Improvements as shown on Exhibit B.

Upon final inspection and acceptance by the town, the town shall provide the developer with a certified letter stating the town's acceptance of the above listed improvements and the effective date of that acceptance.

3.5 By signing this Agreement, Developer and Town agree that the construction date for work to commence shall begin March 1, 2013 (EMC 13.28.030(D)).

3.6 Developer states that control over execution of construction shall be undertaken by (EMC 13.28.030(E)):

- Person signing Agreement
- Other: _____

3.7 Developer shall provide the Town state and county construction licenses for contractors installing improvements (EMC 13.28.030(F)).

3.8 Developer shall utilize the following system for testing improvements (EMC 13.28.030(G)):

Water system: Pressure test, bacterial test, visual inspection.

Sewer system: Vacuum test and visual inspection.

Stormwater system: Vacuum test and visual inspection.

Street improvements: Visual inspection.

3.9 By signing this Agreement, Developer shall protect the Town's interest with a warranty bond as stated in section 4.3 herein (EMC 13.28.030(H)).

3.10 By signing this Agreement, Developer hereby makes a binding commitment to release, discharge, and hold harmless the Town, its officers, agents and employees from all suits, claims, or liabilities of any nature, including costs and expenses arising out of any activity undertaken pursuant to this Agreement (EMC 13.28.030(I)). Developer further agrees to defend and indemnify Town from any third-party claims against the Town or its officers, agents, and/or employees that arise out of the acts or omissions described pursuant to this Agreement.

3.11 The Town shall verify all contractors are licensed, insured and bonded prior to commencement of work (EMC 13.28.030(J)).

3.12 By signing this Agreement, Developer enters into a commitment to obtain Town approval of any assignment of this Agreement before said assignment shall be deemed valid (EMC 13.28.030(K)).

3.13 By signing this Agreement, Developer enters into a commitment to pay all charges, taxes and future assessments applicable to the property (EMC 13.28.030(L)).

3.14 By signing this Agreement, the Town and the Developer enter into a commitment that there shall not be a waiver of any of the provisions herein unless explicitly agreed to in writing (EMC 13.28.030(M)).

3.15 Developer shall protect the Town's interest with a certification signed by the town engineer (Public Works Director/Town Administrator) as a precondition for the Town accepting the improvements and responsibility for continued maintenance (EMC 13.28.030(N)).

3.16 Developer shall protect the Town's interest by executing a performance bond on a form approved by the Town in an amount of not less than \$24,018.00. Said bond shall guarantee performance of all the work required by this Development Agreement and payment to anyone who provides supplies or labor for the performance of the work. (EMC 13.28.030(O)).

3.17 Easements and servitudes described for all Public Improvements shall be recorded by the Developer at the Developer's expense (EMC 13.28.030(P)).

3.18 By signing this Agreement, Developer enters into a commitment to obtain a written approval from the Town for any change or correction to the plans for construction (EMC 13.28.030(Q)).

3.19 By signing this Agreement, Developer enters into a commitment to make this Agreement retroactive for any construction of improvements under construction at the time this Agreement is signed as a precondition to acceptance by the Town of the improvements (EMC 13.28.040).

3.20 By signing this Agreement, Developer agrees to pay certain fees in conjunction with the construction of public improvements as follows:

1. A plan review fee totaling \$650.00 (10 hours)
2. All inspection fees at a rate of \$40 per hour.
3. A construction review fee totaling \$650.00 (10 hours)
4. Reimbursement to the town for other actual costs incurred in testing and verifying that the improvements meet the required standards.
5. A stormwater fee in lieu of construction of detention improvements totaling \$22,098.57.

4. **Developer's Warranty.**

4.1 Maintenance Warranty/Guarantees: For water & sewer improvements installed at the Developer's expense and approved by Town, Developer guarantees the Dedicated Improvements to Town for a period of one year from the date of approval, against failures, faults and/or deficiencies in materials or workmanship according to the standards of Town, and the standards of construction relevant in Town of Eatonville, Washington. Developer is responsible for scheduling all Required Inspections to satisfy his obligations under this Agreement.

4.2 Cost Basis: Developer and Town agree that the Cost Basis of the Dedicated Improvements is \$24,018.00.

4.3 Maintenance Security: Prior to the town's acceptance of public improvements, the Developer shall secure its obligations under Section 3.9 hereof by providing to Town, simultaneously herewith, the following:

Developer shall provide to Town a warranty bond from a licensed bonding company reasonably acceptable to Town in an amount equal to five percent (5%) of the Cost Basis of the Dedicated Improvements with an expiration date one year after approval and acceptance by Town of Eatonville of the public improvements to the water system, sewer system, and streets.

4.4 Reduction of Security: At the end of one year after approval by Town of the Public Improvements, Developer may request an inspection by Town of the Dedicated Improvements. If no failures, faults and/or deficiencies in materials or workmanship have developed, the Security shall be cancelled or returned to Developer by Town within thirty (30) days after expiration of the Maintenance Warranty.

5. **Town's Obligations.**

5.1 Upon the expiration of the Maintenance Warranty period, provided Developer is not in default hereunder and after Developer has made written request, Town agrees to accept the dedication of the Dedicated Improvements for maintenance purposes.

6. **Default.**

6.1 Events of Default: The following shall be considered events of default ("Events of Default") under this Agreement:

- a. Developer fails to correct to the reasonable satisfaction of Town any failure, fault or deficiency in the Dedicated Improvements pursuant to the Maintenance Warranty contained herein within sixty (60) days after written notice from Town to Developer to correct such failure, fault or deficiency.
- b. Developer fails to maintain a valid maintenance security.

6.2 Remedies upon default: In the event any Event of Default occurs, Town shall have all or any of the following rights and remedies:

- a. If the Security is warranty bond, Town may immediately and without notice to the Developer, make demand of the surety under the maintenance bond to complete or repair the Public Improvements pursuant to the terms and conditions of said bond.
- b. Any other right afforded by law or equity.

7. **Miscellaneous.**

All notices provided herein may be sent by Federal Express or other overnight courier service or delivered or mailed registered or certified mail, return receipt requested. If a notice is mailed, it shall be considered delivered three (3) days after deposit in such mail. If a notice is sent via facsimile, it shall be deemed received upon receipt of verification of transmission. If a notice is sent via overnight courier, it shall be deemed received upon the next business day. The addresses to be used in connection with such correspondence and notices are the following, or such other address as party shall from time to time direct:

Town:

Town of Eatonville
201 Center St W
PO Box 309
Eatonville, WA 98328
Phone: 360-832-3361
Fax: 360-832-3977

Developer:

Kraig Arndt
1433 Valentine Avenue SE
Pacific, WA 98047
(253) 606-7693

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

This Agreement constitutes the entire agreement of the parties hereto and no modification, amendment, addition to or changes to the Agreement shall be valid or enforceable unless in writing and signed by all parties. This Agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health or safety.

The individuals executing this Agreement represent that they have the authority to bind the respective parties to this Agreement.

Pursuant to RCW 36.70B.170(4), the Town reserves its authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

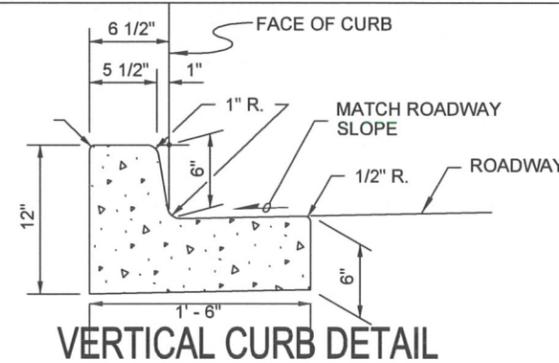
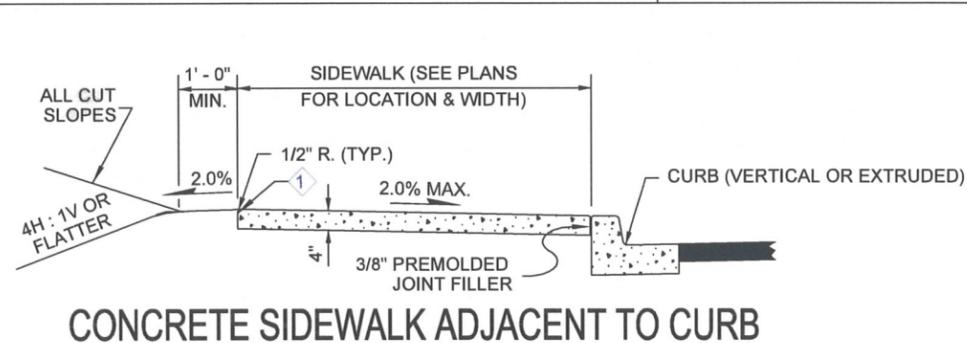
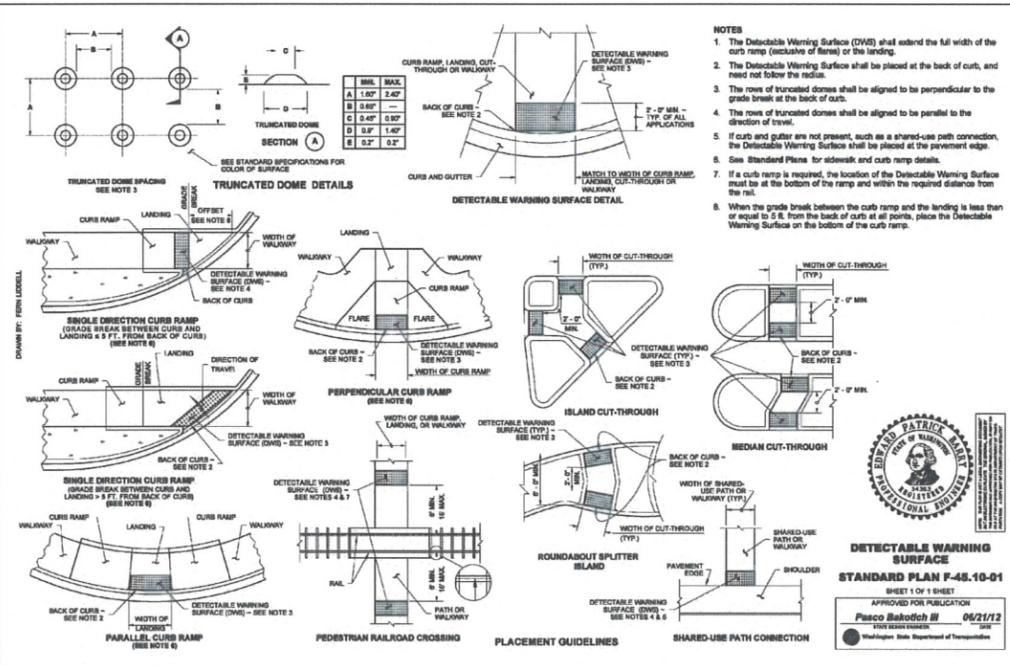
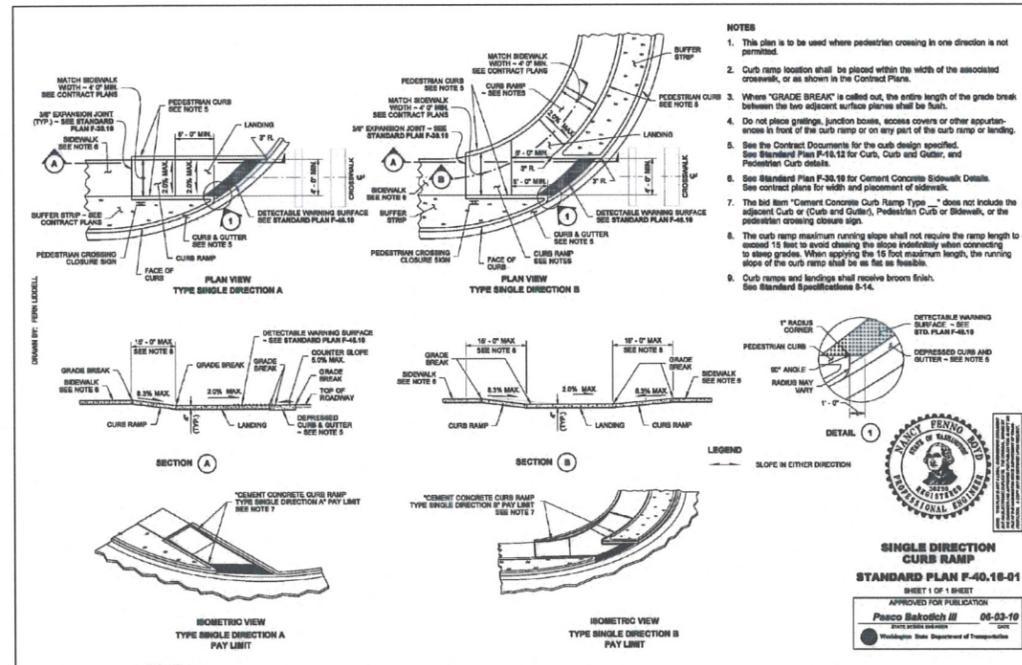
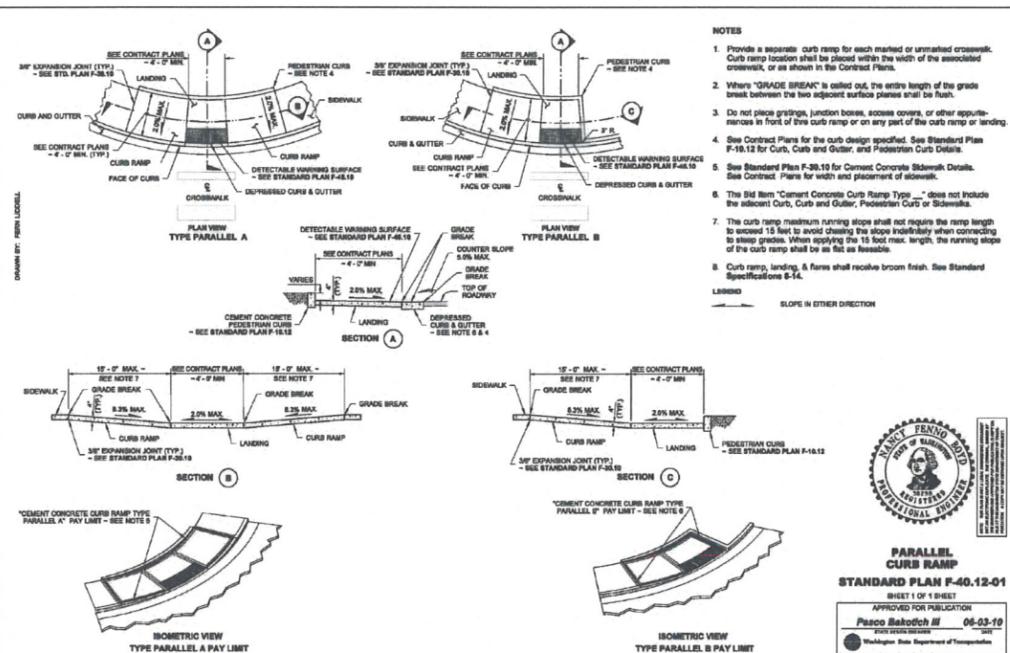
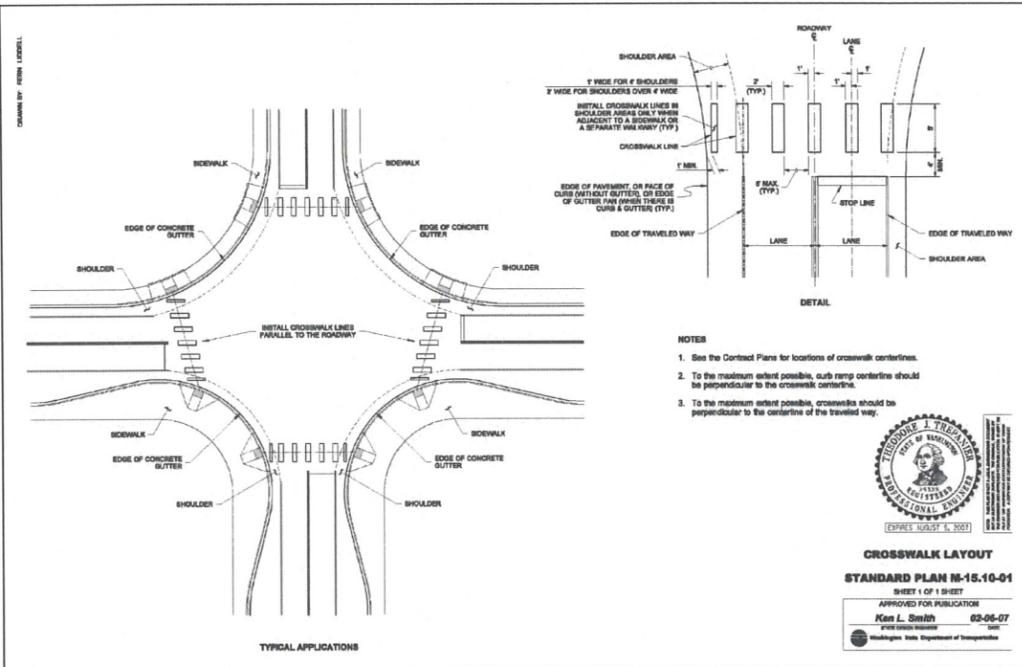
On this day personally appeared before me Raymond Harper to me known to be the Mayor of the Town of Eatonville, the Washington municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposed therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said mutual corporation.

GIVEN under my hand and official seal this _____ day of _____, 2013.

Print name: _____
NOTARY PUBLIC in and for the State
Of Washington, residing at _____
My Commission Expires: _____

EATONVILLE COTTAGES, EATONVILLE, WA

PORTIONS OF THE NE 1/4 OF THE NW 1/4 OF SEC 22 TWP 16N, RGE 4E, W.M.
TOWN OF EATONVILLE, PIERCE COUNTY, WASHINGTON



- NOTES**
- Provide a separate curb ramp for each marked or unmarked crosswalk. Curb ramp location shall be placed within the width of the associated crosswalk, or as shown in the Contract Plans.
 - Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
 - Do not place gratings, junction boxes, access covers, or other appurtenances in front of the curb ramp or on any part of the curb ramp or landing.
 - See Contract Plans for the curb design specified. See Standard Plan F-40.12 for Curb, Curb and Gutter, and Pedestrian Curb Details.
 - See Standard Plan F-39.10 for Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
 - The bid item "Cement Concrete Curb Ramp Type ..." does not include the adjacent Curb, Curb and Gutter, Pedestrian Curb or Sidewalk.
 - The curb ramp maximum running slope shall not require the ramp length to exceed 15 feet to avoid changing the slope inadvertently when connecting to steep grades. When applying the 15 foot maximum length, the running slope of the curb ramp shall be as flat as feasible.
 - Curb ramps, landings & Ramps shall receive broom finish. See Standard Specifications 8-14.



RYKELS ENGINEERING GROUP, INC.
Consulting Engineers - Civil, Municipal, Subdivisions, Land Development
16915 SE 27th St., Suite 100-105, Covington, WA 98042 253-631-6598 rykelsengr@gmail.com

REG

STANDARD DETAILS AND SECTIONS
EATONVILLE COTTAGES, SENIOR HOUSING, 817 EATONVILLE HWY EAST, EATONVILLE, WA
OWNER/DEVELOPERS: KRAIG AND GALE ARNDT
1433 VALENTINE AVE SE, #200, PACIFIC, WA 253-833-2432

A. RYKELS
DESIGNED BY
2/15/2011
DATE
25-008
PROJECT NO.
SHEET C-2
OF 2



DATE
REVISIONS
NO.