



Small Town. Real Life.

FINAL PLAT

SUBMITTAL REQUIREMENTS

**Public Works
14525 Main Street NE
PO Box 1300
Duvall, WA 98019
(425) 788-3434**

Revised November 2016

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Submit Final Plat

The applicant will file a subdivision final plat application that will include the information listed in the applications requirements table and three copies of the following additional items:

- A. **TITLE:** A certificate of title from a title company (less than 30 days old) containing a legal description of the property to be subdivided and confirmation that the title of such property belongs to the stated owners. Said certificate shall identify all encumbrances against the property to be subdivided. The certificate shall further demonstrate that any dedications or deeds to the city associated with the subdivision, including easements, will be free and clear of all encumbrances. Date must be within 60 days of date scheduled for planning commission.
- B. **BILL OF SALES:** If the plat is subject to a dedication, a certificate, or a separate written instrument containing the dedication of all streets, utilities, and other areas to the public, and individual or individuals, religious society or societies, or to any corporation, public or private, as shown on the plat, and a waiver of all claims for damage against any government authority which may be occasioned to the adjacent land by the established construction, drainage, and maintenance of such road. The certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided including a statement that a subdivision has been made with the free consent and in accordance with the desire of the owner or owners and recorded as a part of the final plat.
- C. Site must be signed off by Inspector or City Engineer including completion of all utilities (sewer, water, and storm) and each lot's services marked and installed. All lots must be surveyed and lot corners set with tack and washer in concrete curb or rebar and yellow cap clearly visible outside concrete areas. Punch list items from inspector must be completed. All roads, curb and gutter, street lights, and mailbox clusters must be installed and approved.
- D. Submit as-built drawings along with bond quantity worksheet in both paper and electronic formats.
- E. Computer generated closures for the plat boundary, rights-of-way, centerlines, lots, and tracts.

City Engineer Review / Approval of Final Plat

The City Engineer or its Surveyor shall check the plat for accuracy and conformance with the approved preliminary plat and the requirement of city ordinances and state law.

- A. The "final plat" shall consist of a plat map and survey information attachments. The approved preliminary plat may be used as the final plat provided all specification requirements of this section are included. The final plat map shall be prepared by or under the supervision of a land surveyor registered in the State of Washington and prepared in black ink on mylar at a scale to make the overall dimensions of the map eighteen (18) inches wide and twenty-two (22) inches long. The plat shall include the following information:
 - 1. Information included on the approved preliminary plat in accordance with Duvall Municipal Code 14.08;
 - 2. The name of adjacent plats and unplatted property shall be identified using dotted lines;

3. The name of the subdivision (limited to 33 spaces per King County Auditor's requirement), name(s) of the subdivider(s) and the name of the registered surveyor that prepared the plat shall be on all maps and surveyor notes;
4. All lots shall be dimensioned and numbered consecutively starting with number one (1) and show the lot area and the building setback lines in accordance with the zoning codes;
5. Show the length and bearing of all straight lines, central angles, radii, and curve lengths of all curves;
6. Include all dimensions along lot lines with accurate dimensions in feet and hundredths of feet with true bearings and angles to streets and alley lines;
7. Include basis of bearings utilizing suitable primary control points, approved by the City Engineer, or descriptions and ties to such control points, to which all dimensions, angles, bearings and similar data given on the plat shall be referred;
8. Include accurate distances, bearings, locations, and dimensions of the plat boundary lines, street lines, monuments and corporate limit, township or section lines which are referenced to a survey datum as prescribed by the City Engineer;
9. Show on the face of the plat map, all land which is offered for dedication to the City related to streets, alley ways, easements, parks, open space, and other public use and/or dedication to other person and persons or entities for other purposes as shown on the approved preliminary plat. Any dedication, donation, or grant shown on the face of the plat shall be considered for all intent and purposes as a quit claim deed;
10. The final plat shall contain a legal description of the subdivision property;
11. The final plat shall show the easement provisions, restrictions section, dedication, and certification statements with appropriate signatures and seals, as set forth in greater detail in the appendix to title 14, before the subdivision is approved and recorded;
12. Dedicated Road Note: "This portion is dedicated to the public use for road purposes upon the recording of this plat". (if applicable);
13. Public drainage tracts: Tract _____ is conveyed to the City of Duvall or its successor agency for drainage purposes upon the recording of this plat;
14. Private Drainage Easement Covenant (if applicable):

Drainage Easement Restrictions:

Structures, fill, or obstructions (including but not limited to decks, patios, outbuildings, or overhangs) shall not be permitted beyond the building setback line of the public drainage easements. Additionally, grading and construction of fencing shall not be allowed within the

public drainage easements shown on this plat map unless otherwise approved by The City of Duvall or its successors agency.

15. Tracts:

For Private Tracts:

Tract _____ is for (drainage, open space, SAT, recreation, etc.) and is conveyed to the _____ Homeowners Association upon the recording of this plat.

The _____ Homeowners Association shall be responsible for the maintenance of said Tract.

- B. If the City Engineer finds that the plat is not in accordance with the preliminary plat, the approved construction drawings, and/or development requirements and standards of this code, the City Engineer shall return the plat application to the applicant along with a notice of the issues or decisions that were not complied with.
- C. If the City Engineer finds that the plat meets city requirements, the City Engineer shall sign the plat drawing and transmit it to the City Council for review.

Final Subdivision Procedure – Short and Long Plats

	Property owner / Developer Applicant	Engineering Staff	Development review Committee (including agencies /consultants)	Planning Commission (including citizen advisory groups)	City Council	Hearing Examiner	Boundary Review Board	King County Superior Court	Public including adjacent property owners
Submit method of installing improvements	X	X			O				
City Council selection of method of improvements, if not all improvements completed by final plat					X				O
Submit construction drawings	X	X							
Return incomplete submittal		X							
Review construction drawings		X							
Return incomplete submittal		X							
Conduct preconstruction meeting	X	X							
Review construction compliance		X							
Submit As-built drawings with bond quantity	X	X							

	Property owner / Developer Applicant	Engineering Staff	Development review Committee (including agencies /consultants)	Planning Commission (including citizen advisory groups)	City Council	Hearing Examiner	Boundary Review Board	King County Superior Court	Public including adjacent property owners
worksheet (paper & electronic)									
Return incomplete submittal		X							
Review As-built drawings		X							
Deposit maintenance bond	X	X							
Submit Final Plat	X								
Return incomplete submittal		X							
Review final plat submission	O	X	X						
City Engineer review / approval	O	X							
Pay City Fees	X								
Planning commission review / approval	O	X		X				X	
City council review / approval	O	X			X			X	
Appeal decision	X				X			X	
Record Final Plat	X	X						X	
X = Major role responsibility O = Minor role / responsibility									

- D. A performance bond, maintenance bond, or other acceptable surety in the forms previously approved by city council. Public Works, Landscape, and other Performance Bonds shall be 150% of calculated construction cost including contingency based on the Bond Quantity Worksheet.
- E. A fee deposit to cover all costs of processing the final plat application.

Face of Plat Requirements

Proper identification of setbacks for all lots:

- Front yard setback for every lot.
- Side yard setback for every lot.
- Rear yard setback for every lot.
- 5' setback from all utility corridor.
- Language of section FINAL PLAT CERTIFICATION REQUIREMENTS items a – l.
- The City Engineer may also require the inclusion of other municipal restrictions pertaining to the plat to be placed on the plat.

Proper identification of environmentally sensitive areas and setbacks from environmentally sensitive areas:

- Landslide hazard areas/Steep slopes: 50' buffer unless otherwise approved following an engineering evaluation, 15' setback from buffer.
- Sensitive Area Setback: 15'.
- Wetlands: TBD based on Critical Area Study – 25' buffer or more if at toe of slope, and 15' setback.
- Streams: TBD based on Critical Area Study – 25' buffer or more if at toe of slope, and 15' setback.
- Notice on title of sensitive area or buffer shown on plat.
- Tract for all sensitive areas and buffers if applicable.

Other requirements and language:

- A certificate of title from a title company containing a legal description.
- Signature of licensed land surveyor.
- Name of adjacent plats and unplatted property identified with dotted lines.
- Length, bearing, and dimensions of all lines, curves, etc.
- Show all land for dedication.
- A monument at every corner.
- Scale at minimum of 1" = 20' or maximum of 1" = 50' or as approved by City Engineer.
- Index map for any plat containing 2 or more map pages.

Other requirements:

- Property owner's and developer/applicant name, address, telephone, and fax.
- Name of Plat.
- Dimensions and the size in acres of all existing and proposed lots and blocks with lot numbers and block designations, parcels and tracts to be reserved or dedicated for streets, drainage ways, or other public uses.
- Easements.
- Landscaping.
- Maintenance by homeowners.
- Conditions of approval on preliminary plat and SEPA.

- Any additional information required by the City Engineer

Please note that specific preliminary plat and SEPA conditions may impose requirements different from those detailed above.

Final Plat Certification Requirements

The final plat shall show the following certification statements with appropriate signatures and seals before the subdivision is approved and recorded:

A. Legal Description and Owners Statement:

A.1 Legal Description

(INSERT LEGAL DESCRIPTION)

A.2 Dedication

Know all men by these presents that I, or we the undersigned, owner(s) in fee simple and encumbrances of the land hereby platted, declare that the subdivision as described by the following legal description has been made with the free consent and in accordance with the desires of the owner, or owners, and hereby declare this plat and dedicate upon recording of this plat, to the public forever all roads, easements and rights-of-way shown hereon, except those designated as private; with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said road and right-of-way over and across any lots or lots where water might take a natural course, and the original reasonable grading of the roads and right-of-ways shown hereon.

Following the original reasonable grading of the roads and right-of-way shown hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public rights-of-way or to hamper proper drainage. Any enclosing of drainage waters in culverts or drains or rerouting thereon across any lots, as maybe undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

IN WITNESS WHEREOF, we have set our hands and seals.

Name of Owner

Name of Owner

A.3 Acknowledgements

State of Washington)
)ss.

County of King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she/they), on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as _____ to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Signature _____

(Print Name) _____

NOTARY PUBLIC in and for the State of Washington,

residing at _____

My Appointment Expires _____

B. Registered Land Surveyor's Certification:

I, a registered land surveyor, do hereby certify that the plat of _____ is based on actual survey and subdivision of Section _____, Township _____, North, Range _____ East, W.M., that the distances and courses and angles are shown thereon correctly and that proper monuments have been set and lot block corners staked on the ground as shown on the lot.

Registered Land Surveyor

Date

C. King County Treasury Division:

I certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection. All special assessments certifies to this office for collection on any of the property herein contained dedicated as streets of alleys or for other public uses are paid in full this _____ day of _____, 20____.

Examined and approved this ____ day of _____, 20_____.

King County Treasury Manager

Deputy King County Treasury Manager

Tax Account No. _____

D. King County Department of Assessments:

Examined and approved this _____ day of _____, 20_____.

Assessor

Deputy Assessor

E. Approvals:

E.1 City Engineer Approval

I, the City Engineer for the City of Duvall, Washington, have reviewed the plat and have found it to comply with the provisions of the approved preliminary plat and the requirements and standards of the City’s subdivision code, and therefore recommend approval on this _____ day of _____, 20____.

City Engineer

E.2 City Planning Director Approval

I, the Planning Director for the City of Duvall, Washington, have reviewed the plat and have found it to comply with the provisions of the approved preliminary plat and the requirements and standards of the City’s subdivision code, and therefore recommend approval on this _____ day of _____, 20_____.

Planning Director

E.3 City Council Approval

The City Council has reviewed the final plat for compliance with the approved preliminary plat requirements and standards of the City’s subdivision ordinance, and required letters of recommendations and approves the subdivision on this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

E.4 City Director of Finance’s Certificate

I hereby certify that there are no delinquent special assessments, and that all special assessments on any of the property herein contained dedicated as streets, alleys, or for other public use and paid in full this _____ day of _____, 20____.

City Treasurer, Department of Finance

F. Recording Certificate:

RECORDING NO. _____

Filed for record at the request of the Duvall City Council this _____ day of _____, 20____ at _____ minutes past _____ o’clock _____ m., and recorded in Volume _____ of Surveys at page _____, Records of King County, Washington.

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPT. OF RECORDS

G. Basis of Bearing, Survey Notes, and References:

(INSERT BASIS OF BEARING, SURVEY NOTES, AND REFERENCES)

H. Restrictions:

1. No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.
2. Structures contained within this subdivision shall comply with applicable Building Codes as adopted by the State of Washington and/or the City of Duvall.
3. (UPDATE AS REQUIRED BY NOTICE OF DECISION AND PLANNING DEPARTMENT) Every lot shall have a front yard Building Setback Limit of not less than ten (10) feet. In the case of corner lots the front yard depth requirements shall apply to BOTH front yards.
4. (UPDATE AS REQUIRED BY NOTICE OF DECISION AND PLANNING DEPARTMENT) Every lot shall have a side and back yard Building Setback Limit of not less than five (5) feet. On lots where the rear yard abuts a public right-of-way greater than sixteen (16) feet in width the rear yard shall have a minimum depth of ten (10) feet.
5. Additional Building Setback Limits from easements have been designated (as shown on the face of the plat) as required by the City of Duvall Public Works Department.

6. Structures or obstruction (including, but not limited to, decks, patios, outbuildings or overhangs) shall not be permitted beyond the building setback line or within public utility easements.
7. All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved construction drawings No. _____ on file with the City of Duvall. This plan shall be submitted with the application for any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be constructed at the time of the building permit and shall comply with said plans. All individual stub-outs and infiltration systems shall be privately owned and maintained by the lot owner.
8. This plat and lots herein shall be subject to Traffic Impact Fees, Park Impact Fees, Sewer General Facilities Charges and Water Capital Improvement Charges in accordance with Duvall Municipal Code 14.58.050 and shall be collected at issuance of building permits, using the fee schedule then in effect.
9. This plat and lots herein shall be subject to School Impact and Administration Fees in accordance with Duvall Municipal Code 14.58.050. Impact fees shall be collected at issuance of Building Permit using the fee schedule then in effect.
10. Maintenance of sidewalk, landscape, and clear passage is the duty of the adjacent homeowner unless otherwise maintained by the (*INSERT NAME*) Homeowners Association. No yard waste or other debris shall be deposited within sensitive areas, easements, or tracts. Yard waste or other debris shall be removed by the adjacent homeowner unless otherwise maintained by the (*INSERT NAME*) Homeowners Association.

[The exact wording of the restrictions section of the final plat may be modified by the City Engineer to reflect amendments, deletions, or additions to municipal regulations or state law. The City Engineer may also require the inclusion of other municipal restrictions pertaining to the plat.]

I. Easement Provisions:

1. In addition to any other easements shown on the face of the plat, an easement is hereby granted and reserved for the City of Duvall, any power company, natural gas company, telephone company, or cable television company and their respective successors and assigns, under and upon the exterior ten (10) feet parallel with and adjacent to the road frontage and 2.5 feet of side lot lines of all lots. The purpose of the easement is to install, lay, construct, renew, operate and maintain underground conduits, cable and wire with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electricity, natural gas, telephone, sewer and water service, drainage, and cable television. The easement shall include the right to enter upon the lots at all times for the purposes herein stated. After entry pursuant to these easements, the property shall be restored as near as possible to its original condition. No lines or wires for the transmission of electric current or for telephone use or cable television shall be placed or

permitted to be placed upon any lot unless the same shall be underground or in conduit attached to a building.

2. All drainage easements within this plat, not shown as “Private”, are hereby granted and conveyed to the City of Duvall for the purpose of conveying, storing, managing and facilitating storm and surface water per the engineering plans approved for this Plat by The City of Duvall, together with the right of reasonable access (ingress and egress), to enter said drainage easement for the purpose of inspecting, operating, maintaining, repairing, and improving the drainage facilities contained therein. Note that except for the facilities which have been formally accepted for maintenance by the City of Duvall, maintenance of drainage facilities on private property is the responsibility of the property owner. The owners of said private property are required to obtain prior written approval from the City of Duvall, and any required permits from the City of Duvall Public Works Department for activities such as clearing and grading, prior filling, piping, cutting or removing vegetation (except for routine landscape maintenance such as lawn mowing) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.) or performing any alterations or modifications to the drainage facilities, contained within said drainage easement. This easement is intended to facilitate reasonable access to the drainage facilities. This easement and covenant shall run with the land and is binding upon the owners of said private property, their heirs, successors and assigns.
3. (IF APPLICABLE) Drainage Easement Restrictions: Structures, fill, or obstructions (including but not limited to decks, patios, outbuildings, or overhangs) shall not be permitted beyond the building setback line of the public drainage easements. Additionally, grading and construction of fencing shall not be allowed within the public drainage easements shown on this plat map unless otherwise approved by The City of Duvall or its successor agency.

J. Wording for Easements and Tracts (If Applicable):

1. (IF APPLICABLE) Dedication of Native Growth Protection Areas (NGPA) and Native Growth Protection Area Easements (NGPA/E) establishes on all present and future owners and users of the land, an obligation to leave undisturbed all trees and other vegetation within the area, for the purpose of preventing harm to property and the environment, including but not limited to controlling surface water runoff and erosion, maintaining slope stability, buffering and protecting plants and animal habitat, except for the removal of diseased or dying vegetation which presents a hazard or implementation of an enhancement plan required or approved by the City. Any work, including removal of dead, diseased, or dying vegetation, is subject to permit requirements of City of Duvall codes. The City of Duvall shall have the right, but not the obligation, to enforce the requirements, terms, and conditions of this restriction by any method available under law. The obligation to ensure that all terms of the NGPA or NGPA/E are met is the responsibility of the underlying owner.
2. (IF APPLICABLE) Dedication of Retained Vegetation Areas (RVA) establishes, on all present and future owners and users of the land, an obligation to leave existing health trees and understory undisturbed and limits landscaping or other alteration to removal of nuisance understory (such as blackberries) and replacement with native or compatible species with a growth habit at maturity comparable to native vegetation for the purpose of preventing harm to property and the environment, including but not limited to controlling surface water runoff and erosion, maintaining slope stability, buffering and protecting plans and

animal habitat and for aesthetic and other purposes. Any work, including landscaping or removal of dead, diseased, or dying vegetation, is subject to permit requirements of City of Duvall codes. The City of Duvall shall have the right, but not the obligation, to enforce the requirements, terms, and conditions of this restriction by any method available under law. The obligation to ensure that all terms of the RVA are met is the responsibility of the underlying owner.

3. (IF APPLICABLE) Easements dedicated as trails are for non-motorized public use and convey to the public a beneficial interest within the easement. Trails within the easement shall be maintained by (*INSERT HOMEOWNERS ASSOCIATION NAME*). The City of Duvall shall have the right, but not the obligation, to maintain public trails and to enforce the requirements, terms, and conditions of the easement.

Appendices

Appendix 1
Bond Quantity Worksheet



Engineering Department
Site Improvement Bond Quantity Worksheet
 14525 NE Main Street
 Duwall, WA 98019
 425-788-3434

Alternative Formats Available Upon Request

Project Name: _____ **Date:** _____
Location: _____ **Project No.:** _____

Clearing greater than or equal to 5,000 board feet of timber?
 _____ yes _____ no
 If yes,
 Forest Practice Permit Number: _____
 (RCW 76.09)

Note: All prices include labor, equipment, materials, overhead and profit. Prices are from RS Means data adjusted for the Seattle area or from local sources if not included in the RS Means database.

	Number	Reference #	Unit Price	Unit	Quantity	# of Applications	Cost
<u>EROSION/SEDIMENT CONTROL</u>							
Backfill & compaction-embankment	ESC-1		\$ 8.40	CY			
Check dams, 4" minus rock	ESC-2	SWDM 5.4.6.3	\$ 80.00	Each			
Crushed surfacing 1 1/4" minus	ESC-3	WSDOT 9-03.9(3)	\$ 95.00	CY			
Ditching	ESC-4		\$ 10.50	CY			
Excavation-bulk	ESC-5		\$ 2.10	CY			
Fence, silt	ESC-6	SWDM 5.4.3.1	\$ 1.58	LF			
Fence, Temporary (NGPE)	ESC-7		\$ 1.58	LF			
Hydroseeding	ESC-8	SWDM 5.4.2.4	\$ 0.80	SY			
Jute Mesh	ESC-9	SWDM 5.4.2.2	\$ 3.50	SY			
Mulch, by hand, straw, 3" deep	ESC-10	SWDM 5.4.2.1	\$ 2.63	SY			
Mulch, by machine, straw, 2" deep	ESC-11	SWDM 5.4.2.1	\$ 2.00	SY			
Piping, temporary, CPP, 6"	ESC-12		\$ 12.00	LF			
Piping, temporary, CPP, 8"	ESC-13		\$ 17.85	LF			
Piping, temporary, CPP, 12"	ESC-14		\$ 22.05	LF			
Plastic covering, 6mm thick, sandbagged	ESC-15	SWDM 5.4.2.3	\$ 4.00	SY			
Rip Rap, machine placed; slopes	ESC-16	WSDOT 9-13.1(2)	\$ 45.00	CY			
Rock Construction Entrance, 50'x15'x1'	ESC-17	SWDM 5.4.4.1	\$ 1,837.50	Each			
Rock Construction Entrance, 100'x15'x1'	ESC-18	SWDM 5.4.4.1	\$ 3,412.50	Each			
Sediment pond riser assembly	ESC-19	SWDM 5.4.5.2	\$ 2,200.00	Each			
Sediment trap, 5' high berm	ESC-20	SWDM 5.4.5.1	\$ 18.90	LF			
Sed. trap, 5' high, riprapped spillway berm section	ESC-21	SWDM 5.4.5.1	\$ 73.50	LF			
Seeding, by hand	ESC-22	SWDM 5.4.2.4	\$ 1.00	SY			
Sodding, 1" deep, level ground	ESC-23	SWDM 5.4.2.5	\$ 9.45	SY			
Sodding, 1" deep, sloped ground	ESC-24	SWDM 5.4.2.5	\$ 11.55	SY			
TESC Supervisor	ESC-25		\$ 110.00	HR			
Water truck, dust control	ESC-26	SWDM 5.4.7	\$ 140.00	HR			
<u>WRITE-IN-ITEMS **** (see page 9)</u>							
Storm Drain Inlet Protection			\$80	Each			

ESC SUBTOTAL: \$ -
30% CONTINGENCY & MOBILIZATION: \$ -
ESC TOTAL: \$ -
COLUMN: A

Site Improvement Bond Quantity Worksheet

	Unit Price	Unit	Existing Right-of-way		Future Public Road Improvements & Drainage Facilities		Private Improvements		Existing and Future Public Improvements Completed	
			Quant.	Cost	Quant.	Cost	Quant.	Cost	Quant. Complete	Cost
ROAD IMPROVEMENT										
		No.								
AC Grinding, 4' wide machine < 1000sy	\$ 30.00	SY								
AC Grinding, 4' wide machine 1000-2000	\$ 16.00	SY								
AC Grinding, 4' wide machine > 2000sy	\$ 10.00	SY								
AC Removal/Disposal/Repair	\$ 47.25	SY								
Barricade, type I	\$ 34.65	LF								
Barricade, type III (Permanent)	\$ 56.00	LF								
Curb & Gutter, rolled	\$ 17.00	LF								
Curb & Gutter, vertical	\$ 16.80	LF								
Curb and Gutter, demolition and disposa	\$ 18.00	LF								
Curb, extruded asphalt	\$ 5.50	LF								
Curb, extruded concrete	\$ 7.88	LF								
Sawcut, asphalt, 3" depth	\$ 2.63	LF								
Sawcut, concrete, per 1" depth	\$ 3.00	LF								
Sealant, asphalt	\$ 2.00	LF								
Shoulder, AC, (see AC road unit price)	\$ -	SY								
Shoulder, gravel, 4" thick	\$ 15.00	SY								
Sidewalk, 4" thick	\$ 38.00	SY								
Sidewalk, 4" thick, demolition and dispos	\$ 32.00	SY								
Sidewalk, 5" thick	\$ 41.00	SY								
Sidewalk, 5" thick, demolition and dispos	\$ 40.00	SY								
Sign, handicap	\$ 94.50	Each								
Striping, per stall	\$ 21.00	Each								
Striping, thermoplastic, (for crosswalk)	\$ 3.00	SF								
Striping, 4" reflectorized line	\$ 0.50	LF								
			SUBTOTAL							

Site Improvement Bond Quantity Worksheet

	Unit Price	Unit	Existing Right-of-way		Future Public Road Improvements & Drainage Facilities		Private Improvements		Existing and Future Public Improvements Completed	
			Quant.	Cost	Quant.	Cost	Quant.	Cost	Quant. Complete	Cost
ROAD SURFACING (4" Rock = 2.5 base & 1.5" top course) (9 1/2" Rock=8" base & 1.5" top course)										
Additional 2.5" Crushed Surfacing	RS - 1 \$ 3.60	SY								
HMA 1/2" Overlay, 1.5"	RS - 2 \$ 14.00	SY								
HMA 1/2" Overlay, 2"	RS - 3 \$ 18.00	SY								
HMA Road, 2", 4" rock, First 2500 SY	RS - 4 \$ 28.00	SY								
HMA Road, 2", 4" rock, Qty. over 2500S	RS - 5 \$ 21.00	SY								
HMA Road, 3", 9 1/2" Rock, First 2500 S	RS - 6 \$ 42.00	SY								
HMA Road, 3", 9 1/2" Rock, Qty. over 25	RS - 7 \$ 35.00	SY								
HMA Road, 4", 6" Rock, First 2500 SY	RS - 8 \$ 46.00	SY								
HMA Road, 4", 6" Rock, Qty. over 2500	RS - 9 \$ 39.00	SY								
HMA Road, 4", 12" Rock, First 2500 SY	RS - 10 \$ 55.00	SY								
HMA Road, 4", 12" Rock, Qty. over 2500	RS - 11 \$ 48.00	SY								
HMA Road, 6" Depth, First 2500 SY	RS - 12 \$ 33.10	SY								
HMA Road, 6" Depth, Qty. over 2500 SY	RS - 13 \$ 30.00	SY								
HMA 3/4" or 1", 4" Depth	RS - 14 \$ 20.00	SY								
Gravel Road, 4" Rock, First 2500 SY	RS - 15 \$ 15.00	SY								
Gravel Road, 4" Rock, Qty. over 2500 S	RS - 16 \$ 10.00	SY								
Thickened Edge	RS - 17 \$ 9.45	LF								

Page 5 of 9

SUBTOTAL

Site Improvement Bond Quantity Worksheet

	Unit Price	Unit	Existing Right-of-way		Future Public Road Improvements & Drainage Facilities		Private Improvements		Existing and Future Public Improvements Completed	
			Quant.	Cost	Quant.	Cost	Quant.	Cost	Quant. Complete	Cost
<u>DRAINAGE</u> (CPP = Corrugated Plastic Pipe, N12 or Equivalent) <i>For Culvert prices, Average of 4' cover was assumed. Assume perforated PVC is same price as solid pipe.</i>										
Access Road, R/D	D - 1 \$ 23.10	SY								
Bollards - fixed	D - 2 \$ 325.50	Each								
Bollards - removable	D - 3 \$ 525.00	Each								
* (CBs include frame and lid)										
CB Type I	D - 4 \$ 1,575.00	Each								
CB Type II	D - 5 \$ 1,837.50	Each								
CB Type II, 48" diameter	D - 6 \$ 2,520.00	Each								
for additional depth over 4'	D - 7 \$ 525.00	FT								
CB Type II, 54" diameter	D - 8 \$ 2,887.50	Each								
for additional depth over 4'	D - 9 \$ 682.50	FT								
CB Type II, 60" diameter	D - 10 \$ 3,255.00	Each								
for additional depth over 4'	D - 11 \$ 735.00	FT								
CB Type II, 72" diameter	D - 12 \$ 3,570.00	Each								
for additional depth over 4'	D - 13 \$ 787.50	FT								
Through-curb Inlet Framework (Add)	D - 14 \$ 472.50	Each								
Cleanout, PVC, 4"	D - 15 \$ 157.50	Each								
Cleanout, PVC, 6"	D - 16 \$ 194.25	Each								
Cleanout, PVC, 8"	D - 17 \$ 262.50	Each								
Culvert, PVC, 4"	D - 18 \$ 11.55	LF								
Culvert, PVC, 6"	D - 19 \$ 15.75	LF								
Culvert, PVC, 8"	D - 20 \$ 18.90	LF								
Culvert, PVC, 12"	D - 21 \$ 25.20	LF								
Culvert, CMP, 8"	D - 22 \$ 19.95	LF								
Culvert, CMP, 12"	D - 23 \$ 30.45	LF								
Culvert, CMP, 15"	D - 24 \$ 36.75	LF								
Culvert, CMP, 18"	D - 25 \$ 42.00	LF								
Culvert, CMP, 24"	D - 26 \$ 63.00	LF								
Culvert, CMP, 30"	D - 27 \$ 81.90	LF								
Culvert, CMP, 36"	D - 28 \$ 141.75	LF								
Culvert, CMP, 48"	D - 29 \$ 173.25	LF								
Culvert, CMP, 60"	D - 30 \$ 273.00	LF								
Culvert, CMP, 72"	D - 31 \$ 367.50	LF								

SUBTOTAL

Site Improvement Bond Quantity Worksheet

DRAINAGE CONTINUED	No.		Unit Price		Unit	Existing Right-of-way		Future Public Road Improvements & Drainage Facilities		Private Improvements		Existing and Future Public Improvements Completed	
						Quant.	Cost	Quant.	Cost	Quant.	Cost	Quant.	Cost
Culvert, Concrete, 8"	D - 32	\$	26.25	LF									
Culvert, Concrete, 12"	D - 33	\$	36.75	LF									
Culvert, Concrete, 15"	D - 34	\$	42.00	LF									
Culvert, Concrete, 18"	D - 35	\$	52.50	LF									
Culvert, Concrete, 24"	D - 36	\$	78.00	LF									
Culvert, Concrete, 30"	D - 37	\$	141.75	LF									
Culvert, Concrete, 36"	D - 38	\$	157.50	LF									
Culvert, Concrete, 42"	D - 39	\$	173.25	LF									
Culvert, Concrete, 48"	D - 40	\$	199.50	LF									
Culvert, CPP, 6"	D - 41	\$	14.00	LF									
Culvert, CPP, 8"	D - 42	\$	19.95	LF									
Culvert, CPP, 12"	D - 43	\$	25.20	LF									
Culvert, CPP, 15"	D - 44	\$	35.00	LF									
Culvert, CPP, 18"	D - 45	\$	41.00	LF									
Culvert, CPP, 24"	D - 46	\$	56.00	LF									
Culvert, CPP, 30"	D - 47	\$	78.00	LF									
Culvert, CPP, 36"	D - 48	\$	130.00	LF									
Ditching	D - 49	\$	9.50	CY									
Flow Dispersal Trench (1,436 base+)	D - 50	\$	31.50	LF									
French Drain (3' depth)	D - 51	\$	26.25	LF									
Geotextile, laid in trench, polypropylene	D - 52	\$	3.15	SY									
Infiltration pond testing	D - 53	\$	99.75	HR									
Mid-tank Access Riser, 48" dia, 6' deep	D - 54	\$	2,000.00	Each									
Pond Overflow Spillway	D - 55	\$	21.00	SY									
Restrictor/Oil Separator, 12"	D - 56	\$	1,260.00	Each									
Restrictor/Oil Separator, 15"	D - 57	\$	1,470.00	Each									
Restrictor/Oil Separator, 18"	D - 58	\$	1,732.50	Each									
Riprap, placed	D - 59	\$	47.25	CY									
Tank End Reducer (36" diameter)	D - 60	\$	1,260.00	Each									
Trash Rack, 12"	D - 61	\$	350.00	Each									
Trash Rack, 15"	D - 62	\$	410.00	Each									
Trash Rack, 18"	D - 63	\$	480.00	Each									
Trash Rack, 21"	D - 64	\$	550.00	Each									

SUBTOTAL

City of Duvall Site Improvement Bond Quantity Worksheet

Original bond computations prepared by:

Name: _____ Date: _____
 PE Registration Number: _____ Tel. #: _____
 Firm Name: _____
 Address: _____
 Project No: _____

IMPROVEMENTS & DRAINAGE FACILITIES FINANCIAL GUARANTEE REQUIREMENTS

2-YEAR PUBLIC ROAD & DRAINAGE
 MAINTENANCE/DEFECT BOND*
 REQUIRED AT RELEASE OF
 CONSTRUCTION/RESTORATION
 BOND****

	CONSTRUCTION/ RESTORATION BOND* AMOUNT	PERFORMANCE BOND* AMOUNT REQUIRED AT FINAL PLAT OR OCCUPANCY ***	
Stabilization/Erosion Sediment Control (ESC)	(A) \$ -		
Existing Right-of-Way Improvements	(B) \$ -		
Future Public Improvements	(C) \$ -		
Private Improvements	(D) \$ -		
Calculated ROW/Public (B+C) Quantity Completed		(E) \$ -	
Construction/Restoration Bond*/** (First \$7,500 of bond* shall be cash.)	(A+B)*1.5 \$ -		
Performance Bond* Total ***		(B+C-E)x1.5 \$ -	
Maintenance/Defect Bond* Total			(B+C) x 0.15 = \$ -

_____ BOND REDUCTION: NAME OF PERSON PREPARING BOND* REDUCTION: _____ Date: _____

* **NOTE:** The word "bond" as used in this document means any financial guarantee acceptable to the City of Duvall.
 ** **NOTE:** The construction/restoration bond shall include the total cost for all TESC as a minimum, not a maximum. In addition, corrective work, both on- and off-site needs to be included. Quantities shall reflect worse case scenarios not just minimum requirements. For example, if a salmonid stream may be damaged, some estimated costs for restoration needs to be reflected in this amount. The 30% contingency and mobilization costs are computed in this quantity.

*** **NOTE:** Total bond amount shall not be less than 150% of the Existing and Future ROW and Drainage Improvements (B+C) or as revised by major design changes.

**** **NOTE:** The maintenance bond shall be reduced/released for project items following inspection and approval after 2 years from the construction/restoration or performance bond acceptance and released date.

SURETY BOND RIDER NOTE: If a bond rider is used, minimum additional performance bond shall be \$ _____ (C+D)-E

REQUIRED BOND* AMOUNTS ARE SUBJECT TO REVIEW AND MODIFICATION BY THE CITY OF DUVALL
 MARCH 3, 2008 COST INCREASE APPLIED AT 1.05 TIMES 2006 COSTS

Appendix 2
Bill of Sale - Water



Small Town. Real Life.

PO BOX 1300
DUVALL, WA 98019

BILL OF SALE – WATER

THE UNDERSIGNED hereby conveys and transfers to the City of Duvall (“City”), the property described on Attachment A:

See Attachment A

This conveyance is made in consideration of the City’s agreement to provide routine maintenance of said property and to provide water services pursuant to the City’s regulations, which may be amended from time to time.

The undersigned and its successors and assigns covenants and agrees to and with the City, its successors and assigns, that the undersigned is the owner of said property and has good right and authority to sell the same and that it will, and does, hereby warrant and agree to defend the sale of said property to the City, its successors and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same.

The undersigned further guarantees that the property is fit for purposes intended, i.e., as for use as a water distribution system including distribution and supply lines adequate for the service intended and has been constructed in accordance with the conditions and standards of the City.

The undersigned covenants and agrees with the City to maintain, replace, repair and correct any defect in work or materials in respect to the personal property subject to this Bill of Sale arising during a period of two (2) years from date hereof, without cost to the City. At the end of the two-year period of obligation by the undersigned, the City will inspect said property at the Developer’s request and, if in a condition satisfactory to the City Engineer, then the obligation shall be void, otherwise to remain in full force and effect.

Signed and dated at _____, Washington, this ____ day of _____, 20__.

Developer: _____

By: _____

(Print Name)

Its _____

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of _____

To be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington

Residing at _____

My Appointment Expires _____

BILL OF SALE – WATER

ATTACHMENT A

Description of System for: _____

Developer Extension Agreement Project: _____

DESCRIPTION **FROM** **TO** **SIZE** **LENGTH**

Appendix 3
Bill of Sale - Sewer



City of Duvall

Small Town. Real Life.

PO BOX 1300
DUVALL, WA 98019

BILL OF SALE – SEWER

THE UNDERSIGNED hereby conveys and transfers to the City of Duvall (“City”), the property described on Attachment A:

See Attachment A

This conveyance is made in consideration of the City’s agreement to provide routine maintenance of said property and to provide sewer services pursuant to the City’s regulations, which may be amended from time to time.

The undersigned and its successors and assigns covenants and agrees to and with the City, its successors and assigns, that the undersigned is the owner of said property and has good right and authority to sell the same and that it will, and does, hereby warrant and agree to defend the sale of said property to the City, its successors and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same.

The undersigned further guarantees that the property is fit for purposes intended, i.e., as for use as a sewer collection system including collection and transmission lines adequate for the service intended and has been constructed in accordance with the conditions and standards of the City.

The undersigned covenants and agrees with the City to maintain, replace, repair and correct any defect in work or materials in respect to the personal property subject to this Bill of Sale arising during a period of two (2) years from date hereof, without cost to the City. At the end of the two-year period of obligation by the undersigned, the City will inspect said property at the Developer’s request and, if in a condition satisfactory to the City Engineer, then the obligation shall be void, otherwise to remain in full force and effect.

Signed and dated at _____, Washington, this ____ day of _____, 20__.

Developer: _____

By: _____

(Print Name)

Its _____

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of

To be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington

Residing at _____

My Appointment Expires _____

BILL OF SALE – SEWER

ATTACHMENT A

Description of System for: _____

Developer Extension Agreement Project: _____

DESCRIPTION FROM TO SIZE LENGTH

Appendix 4
Bill of Sale - Storm Drain



City of Duvall

Small Town. Real Life.

PO BOX 1300
DUVALL, WA 98019

BILL OF SALE – STORM DRAIN

THE UNDERSIGNED hereby conveys and transfers to the City of Duvall (“City”), the property described on Attachment A:

See Attachment A

This conveyance is made in consideration of the City’s agreement to provide routine maintenance of said property and to provide storm drain services pursuant to the City’s regulations, which may be amended from time to time.

The undersigned and its successors and assigns covenants and agrees to and with the City, its successors and assigns, that the undersigned is the owner of said property and has good right and authority to sell the same and that it will, and does, hereby warrant and agree to defend the sale of said property to the City, its successors and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same.

The undersigned further guarantees that the property is fit for purposes intended, i.e., as for use as a storm drainage collection system including collection and transmission lines adequate for the service intended and has been constructed in accordance with the conditions and standards of the City.

The undersigned covenants and agrees with the City to maintain, replace, repair and correct any defect in work or materials in respect to the personal property subject to this Bill of Sale arising during a period of two (2) years from date hereof, without cost to the City. At the end of the two-year period of obligation by the undersigned, the City will inspect said property at the Developer’s request and, if in a condition satisfactory to the City Engineer, then the obligation shall be void, otherwise to remain in full force and effect.

Signed and dated at _____, Washington, this ____ day of _____, 20__.

Developer: _____

By: _____

(Print Name)

Its _____

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of

To be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington

Residing at _____

My Appointment Expires _____

BILL OF SALE – STORM DRAIN

ATTACHMENT A

Description of System for: _____

Developer Extension Agreement Project: _____

DESCRIPTION **FROM** **TO** **SIZE** **LENGTH**

Appendix 5
Bill of Sale - Right of Way



Small Town. Real Life.

PO Box 1300
Duvall, WA 98019

BILL OF SALES – RIGHT OF WAY

THE UNDERSIGNED hereby conveys and transfers to the City of Duvall (“City”), the property described on Attachment A:

See Attachment A

This conveyance is made in consideration of the City’s agreement to provide routine maintenance of said property and to provide right-of-way services pursuant to the City’s regulations, which may be amended from time to time.

The undersigned and its successors and assigns covenants and agrees to and with the City, its successors and assigns, that the undersigned is the owner of said property and has good right and authority to sell the same and that it will, and does, hereby warrant and agree to defend the sale of said property to the City, its successors and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same.

The undersigned further guarantees that the property is fit for purposes intended, i.e., as for use for motorized and non-motorized traffic and associated City infrastructure, and has been constructed in accordance with the conditions and standards of the City.

The undersigned covenants and agrees with the City to replace, repair and correct any defect in work or materials in respect to the personal property subject to this Bill of Sale arising during the maintenance bond period, without cost to the City.

Signed and dated at _____, Washington, this ____ day of _____, 20__.

Developer: _____

By: _____

(Print Name)

Its _____

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of _____

To be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington

Residing at _____

My Appointment Expires _____

**BILL OF SALE: RIGHT-OF-WAY
ATTACHMENT A**

Description of System for: _____

Developer Extension Agreement Project: _____

<u>DESCRIPTION</u>	<u>FROM (Sta.)</u>	<u>TO (Sta.)</u>	<u>WIDTH (ft)</u>	<u>LENGTH (ft)</u>
Road Name _____ ROW (from/to, width, length) Pavement (width and length) Sidewalk (width and length) Planter Strip (width and length) Curb (length)				
Road Name _____ ROW (from/to, width, length) Pavement (width and length) Sidewalk (width and length) Planter Strip (width and length) Curb (length)				
Road Name _____ ROW (from/to, width, length) Pavement (width and length) Sidewalk (width and length) Planter Strip (width and length) Curb (length)				

Appendix 6
Plat Performance Bond



Small Town. Real Life.

PO BOX 1300
DUVALL, WA 98019

PLAT PERFORMANCE BOND

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

Items: (Circle) Storm Drainage Sanitary Sewer Water Streets Landscape

KNOW ALL PEOPLE BY THESE PRESENTS: That _____, as Principal, and _____, a Corporation organized and existing under and by virtue of the laws of _____, as surety, are held firmly bound unto the City of Duvall in the County of King, State of Washington, in the amount of \$_____ Dollars (\$_____) for the payment of which, well and truly to be made, we firmly bind ourselves, and each of our heirs, executors, administrators, and assigns, jointly and severally be these presents.

The condition of the foregoing obligation is such that the above-named Principal has filed a plat of a subdivision named _____, in Section _____, Township _____ North, Range _____ East, W.M., in King County, State of Washington, and agreed to construct streets, drainage facilities, a water system, sanitary sewer facilities, and other appurtenant devices for said subdivision in accordance with plans and specifications approved by the City Engineer.

The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City of Duvall, King County, Washington, for the performance of the construction of the subdivision improvements and appurtenant devices described in the attached Exhibit "A" in accordance with the above-referenced plans and specifications on or before the _____ day of _____, 20____.

Principal and Surety agree that in the event the improvements are not completed and approved by the City on or before the above-referenced date, and 5 days after mailing of notice of failure to complete the improvements from the City to the Principal and Surety at the addresses specified below, the Surety agrees to:

- a) arrange with reasonable promptness for the Principal, with the agreement of the City, to complete the construction improvements; or
- b) undertakes to perform and complete the construction improvements itself, with reasonable promptness, through its qualified agents or qualified independent contractors; or

c) waives its right to perform and complete construction of the required improvements with reasonable promptness and tenders payment to the City of Duvall the amount necessary for the City to complete the required construction, said amount not to exceed the limits of the bond.

If the Surety does not proceed as stated above with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligations under this Bond, and the City shall be entitled to enforce any remedy available to the City. Any proceedings, legal or equitable, under this Bond shall be instituted in the King County Superior Court of the State of Washington. In the event suit is filed with regard to the parties rights and duties under this bond, the prevailing party in such legal action shall be entitled to recover court costs and reasonable attorney's fees.

Upon acceptance of all constructed improvements by the City of Duvall this obligation shall be void, otherwise to remain in full force and effect.

Should the costs of construction exceed the amount of this bond, the Principal shall remain liable for such additional costs. Nothing herein shall be construed to make the Surety liable to the City of Duvall for any amounts in excess of the face amount of this bond.

Signed, sealed, and delivered this _____ day of _____, 20_____.

By:

Principal

Title: _____

Mailing Address:

Contact # _____

By:

Surety

Mailing Address:

Contact # _____

By:

Attorney-in-Fact

Contact # _____

Appendix 7
Plat Maintenance Bond



City of Duvall

Small Town. Real Life.

PO BOX 1300
DUVALL, WA 98019

PLAT MAINTENANCE BOND

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

Items: (Circle) Storm Drainage Sanitary Sewer Water Streets Landscape

KNOW ALL PEOPLE BY THESE PRESENTS: That we _____, a Washington Corporation, as Principal, and _____, a Corporation organized and existing under and by virtue of the laws of _____, as surety, are held firmly bound unto the City of Duvall in the County of King, State of Washington, in the penal sum of \$_____ Dollars (\$_____) for the payment of which, well and truly to be made, we firmly bind ourselves, our and each of our heirs, executors, administrators, and assigns, jointly and severally by these presents.

The condition of the foregoing obligation is such that the above-named Principal has filed a plat of a subdivision named _____ in Section _____, Township _____ North, Range _____ East, W.M., King County, State of Washington and constructed streets, drainage facilities, water systems, sanitary sewer facilities, and other appurtenant devices for said subdivision.

And the further condition that the principal will warrant the performance and guarantee workmanship and materials used in said construction by making repairs, correcting deficiencies and performing emergency maintenance on subject streets, drainage facilities, water system, sanitary sewer facilities, and other appurtenant devices for a period of not less than two year from the date of the final acceptance of said subdivision. Principal and Surety further agree to promptly reimburse the City of Duvall for emergency repairs and/or maintenance necessary to preserve and maintain public safety and welfare. Payment for all such emergency repairs and/or maintenance performed by the City shall be made within 10 days of the billing therefore by the Principal or the Surety. Non-emergency necessary repairs and maintenance shall be performed by the Principal within seven (7) days of receipt of a written notice from the City directing performance of such work. If the Principal shall fail to make such repair or

maintenance, the City may perform the work or have the work performed and the cost of the work shall be paid to the City by the Principal or Surety within 10 days of billing. At the end of the two-year period of maintenance by the Principal, the City will inspect at the Principal's request subject streets, drainage, water system, sanitary sewer facilities, and other appurtenant devices and, if in a condition satisfactory to the City Engineer, then this obligation shall be void, otherwise to remain in full force and effect. Should the costs of maintenance and repair during the two-year period exceed the amount of this bond, the Principal shall remain liable for such additional costs. Nothing herein shall be construed to make the Surety liable to the City of Duvall for any amounts in excess of the face amount of this bond.

Signed, sealed, and delivered this _____ day of _____, 20____.

By:

Principal

Title: _____

Mailing Address:

Contact # _____

By:

Surety

Mailing Address:

Contact # _____

By:

Attorney-in-Fact

Contact # _____

Appendix 8
Construction Bond



Small Town. Real Life.

PO BOX 1300
DUVALL, WA 98019

CONSTRUCTION BOND

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

Items: (Circle One) Storm Drainage Sanitary Sewer Water Streets Landscape

KNOW ALL PEOPLE BY THESE PRESENTS: That we _____, a Washington Corporation, as Principal, and _____, a Corporation organized and existing under and by virtue of the laws of _____, as surety, are held firmly bound unto the City of Duvall in the County of King, State of Washington, in the penal sum of \$_____ Dollars (\$_____) for the payment of which, well and truly to be made, we firmly bind ourselves, our and each of our heirs, executors, administrators, and assigns, jointly and severally by these presents.

The condition of the foregoing obligation is such that the above-named Principal has filed a construction permit application with the City of Duvall and pursuant to said permit has been required to post a bond guaranteeing the construction of the following improvements:

_____.

And the further condition that the Principal will warrant the construction of the above-referenced improvements to the standards of the City of Duvall said improvements to be completed and approved by the City on or before the _____ day of _____, 20____. Principal and Surety agree that in the event the improvements are not completed and approved by the City on or before the above-referenced date, and 5 days after mailing of notice of failure to complete the improvements from the City to the Principal and Surety at the addresses specified below, the Surety agrees to:

- a) arrange with reasonable promptness for the Principal, with the agreement of the City, to complete the construction improvements; or

b) undertakes to perform and complete the construction improvements itself, with reasonable promptness, through its qualified agents or qualified independent contractors; or

c) waives its right to perform and complete construction of the required improvements with reasonable promptness and tenders payment to the City of Duvall the amount necessary for the City to complete the required construction, said amount not to exceed the limits of the bond.

If the Surety does not proceed as provided in the options listed with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligations under this Bond, and the City shall be entitled to enforce any remedy available to the City. Any proceedings, legal or equitable, under this Bond shall be instituted in the King County Superior Court of the State of Washington. In the event suit is filed with regard to the parties rights and duties under this bond, the prevailing party in such legal action shall be entitled to recover court costs and reasonable attorney's fees.

Upon acceptance of the constructed improvements by the City of Duvall then this obligation shall be void, otherwise to remain in full force and effect.

Should the costs of construction exceed the amount of this bond, the Principal shall remain liable for such additional costs. Nothing herein shall be construed to make the Surety liable to the City of Duvall for any amounts in excess of the face amount of this bond.

Signed, sealed, and delivered this _____ day of _____, 20____.

By:	_____	Mailing Address:	_____
	Principal		
	Title: _____	Contact #	_____

By:	_____	Mailing Address:	_____
	Surety		
		Contact #	_____

By:	_____	Contact #	_____
	Attorney-in-Fact		

Appendix 9
Street Use Maintenance Bond



Small Town. Real Life.

PO Box 1300
DUVALL, WA 98019

STREET USE MAINTENANCE BOND

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

Items: (Circle) Storm Drainage Sanitary Sewer Water Streets Landscape

KNOW ALL PEOPLE BY THESE PRESENTS: That we _____, a Washington Corporation, as Principal, and _____, a Corporation organized and existing under and by virtue of the laws of _____, as surety, are held firmly bound unto the City of Duvall in the County of King, State of Washington, in the penal sum of \$ _____ Dollars (\$ _____) for the payment of which, well and truly to be made, we firmly bind ourselves, our and each of our heirs, executors, administrators, and assigns, jointly and severally by these presents.

The condition of the foregoing obligation is such that the above-named Principal has filed a street use permit application and building permit application with the City of Duvall, and constructed streets, drainage facilities, water system, sanitary sewer facilities, and other appurtenant devices pursuant to said permits in and adjacent to the public right-of-way.

And the further condition that the Principal will warrant the performance and guarantee workmanship and materials used in said construction by making repairs, correcting deficiencies and performing emergency maintenance on subject streets, drainage facilities, water system, sanitary sewer facilities, and other appurtenant devices for a period of not less than two years from the date of the final acceptance of said improvements. Principal and Surety further agree to promptly reimburse the City of Duvall for emergency repairs and/or maintenance necessary to preserve and maintain public safety and welfare. Payment for all such emergency repairs and/or maintenance performed by the City shall be made within 10 days of the billing therefore by the Principal or the Surety. Non-emergency necessary repairs and maintenance shall be performed by the Principal within seven (7) days of receipt of a written

notice from the City directing performance of such work. If the Principal shall fail to make such repair or maintenance, the City may perform the work or have it performed and the cost of the work shall be paid to the City by the Principal or Surety within 10 days of billing. At the end of the two-year period of maintenance by the Principal, the City will inspect at the Principal's request subject streets, drainage, water system, sanitary sewer facilities, and other appurtenant devices and, if in a condition satisfactory to the City Engineer, then this obligation shall be void, otherwise to remain in full force and effect.

Should the costs of maintenance and repair during the two-year period exceed the amount of this bond, the Principal shall remain liable for such additional costs. Nothing herein shall be construed to make the Surety liable to the City of Duvall for any amounts in excess of the face amount of this bond.

Signed, sealed, and delivered this _____ day of _____, 20____.

By _____
(Principal)

By _____
(Surety)

By _____
(Attorney in Fact)

Appendix 10
Erosion Control Performance Bond



City of Duvall

Small Town. Real Life.

PO BOX 1300
DUVALL, WA 98019

EROSION CONTROL PERFORMANCE BOND

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

Items: (Circle One) Storm Drainage Sanitary Sewer Water Streets Landscape

KNOW ALL MEN BY THESE PRESENTS: That _____, a Washington corporation, as Principal, and _____, a corporation organized and existing under and by virtue of the laws of _____, as Surety, are held firmly bound unto the City of Duvall in the County of King, State of Washington, in the amount of _____ (\$ _____) for payment of which, well and truly to be made, we firmly bind ourselves, and each of our heirs, executors, administrators, and assigns, jointed and severally by these presents.

The condition of the foregoing obligation is such that the above-named Principal has filed a plat of a subdivision named _____, Section _____, Township ____ North, Range _____ East, W.M., in King County, State of Washington, and agreed to complete erosion control measures for said subdivision in accordance with the erosion control plans and specifications approved by the City Engineer.

The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City of Duvall, King County, Washington, for the performance construction of erosion control measures in accordance with the above referenced plans and specifications on or before _____.

Principal and Surety agree that in the event the erosion control measures are not completed and approved by the City on or before the above-referenced date, and 5 days after mailing of notice of

failure to complete the erosion control from the City to the Principal and Surety at the addresses specified below, the Surety agrees to:

- (a) arrange with reasonable promptness for the Principal, with the agreement of the City, to complete the erosion control; or
- (b) undertake to perform and complete the erosion control itself, with reasonable promptness, through its qualified agents or qualified independent contractors; or
- (c) waives its right to perform and complete the erosion control with reasonable promptness and tenders payment to the City of Duvall the amount necessary for the City to complete the required erosion control, said amount not to exceed the limits of the bond.

If the Surety does not proceed as stated above with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligation under this Bond, and the City shall be entitled to enforce any remedy available to the City. Any proceedings, legal or equitable, under this Bond shall be instituted in the King County Superior Court of the State of Washington. In the event suit is filed with regard to the parties' rights and duties under this Bond, the prevailing party in such legal action shall be entitled to recover court costs and reasonable attorney's fees.

Upon acceptance of all required erosion control measures by the City of Duvall, this obligation shall be void, otherwise to remain in full force and effect.

Should the costs of construction exceed the amount of this Bond, the Principal shall remain liable for such additional costs. Nothing herein shall be construed to make the Surety liable to the City of Duvall for any amounts in excess of the face amount of this bond.

Signed, sealed and delivered this _____ day of _____, 20____.

By _____
(Principal)

By _____
(Surety)

By _____
(Attorney in Fact)

Appendix 11
Duvall Recovery Contract



PO BOX 1300
DUVALL, WA 98019

DUVALL RECOVERY CONTRACT

No. _____

THIS AGREEMENT, entered into by and between the City of Duvall, Washington, a municipal corporation, hereinafter referred to as the "City", and _____, hereinafter referred to as "Developer",

WITNESSETH: Whereas, the Developer has constructed and installed

situated as follows:

Whereas the Developer has conveyed such system by bill of sale to the City, and the City has accepted ownership and maintenance of the same under its sole jurisdiction; and

Whereas, the parties desire to enter into a contract pursuant to RCW 35.91, providing for reimbursement to the Developer for construction and installation costs by subsequent users of the system:

Now, Therefore, in consideration of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on mylar, 24 inches by 36 inches in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.
2. The original costs due to the Developer of that portion of the system covered by this Recovery Contract was _____, and such costs were borne solely by the Developer.
3. The property subject to this Recovery Contract is described as follows:

4. The maximum amount recoverable under this contract is _____. The maximum amount recoverable represents the total net costs of the system (\$_____) less the portion of the cost allocated to the Developer (\$_____).

5. For a period not to exceed fifteen (15) years, the City agrees to require the owners of the above-described real estate, who hereafter connect to the above-described system, to pay a fair pro rata share of the cost of the original construction. This fair pro rata share shall be determined from the length of the street frontage of the property to be served, which is known as the "Front Footage Charge". Where the lot shape is irregular, the fair pro rata share shall be determined by an "EQUIVALENT FRONT FOOTAGE" as determined by the City. This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage off the area served and/or a flat fee. No property extending beyond the terminus of the above-described system as of the date said system has been accepted by the City shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances. The City reserves the right, without affecting the validity or terms of this Agreement, to make or cause to be made extensions to or additions of the above said water mains and to allow service connections to be made to said extensions or additions, without liability on the part of the City and without any recovery under this Agreement.

6. The fair pro rata share is hereby established to be _____.

7. No person, firm, or corporation shall be granted a permit or be authorized by the City to connect to our use the above-described system during the said fifteen (15) year period without first paying the City, in addition to any and all of their costs and charges made or assessed for such connection or use, the amount as hereinabove required.

8. All amounts so received by the City under the terms of this Contract, less collection costs and connection charges incurred by the City but not reimbursed by the user pursuant to the City's standard billing procedure, shall be paid to Developer within sixty (60) days after receipt thereof.

9. If the Developer shall hereafter assigns its rights herein, the City shall not recognize such assignment until a written notice of assignment is received from the Developer and executed by the Developer or its authorized representative. The assignment document shall contain the name, address, and phone number of the new assignee. Until such notice of assignment is received in the proper form, the City will pay any funds due under this agreement to the developer executing this document at the following address: _____.

10. The fifteen (15) year period provided for herein shall commence on the date of the recording of this Agreement by the City with the King County Auditor's office. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

11. At the end of the fifteen (15) year period, this Agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Any front footage charges received after the fifteen (15) year period will belong to the City.

12. The Developer further covenants and warrants that all expenses and claims in connection with the construction and installation of the above-described system have been paid in full, and the Developer covenants and agrees to hold the City harmless from any and all liability in connection therewith including court costs and reasonable attorney's fees in the defense thereof.

13. It shall be the responsibility of the Developer to adequately describe the real property subject to this agreement as set forth in Section 3. The Developer agrees to hold the City harmless from any and all liability resulting from mistakes in the legal description and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal description in Section 3.

14. No person, firm, or corporation shall be granted a permit to be authorized to tap into, hookup, or use the above-described system during the period of 15 years from the date of the recording of this agreement without first paying to the City, in addition to any and all other costs, fees, and charges made or assessed for each tap, hookup, or use, or for the water main facilities constructed in connection therewith, the amount required by the provisions of this contract. Furthermore, in case any tap, hookup, or connection is made in the above-described system without the recovery payment having been first made to the City, the City Council may cause to have removed from such unauthorized tap, hookup, or connection, and all connecting pipe or related accessories located in the system right-of-way, and dispose of such unauthorized material so removed, without any liability on the part of the City.

15. The decision of the City Engineer or his authorized representative in determining or computing the amount due from any benefited owner who wishes to hook up to such system shall be final and conclusive in all respects.

CITY OF DUVALL by:

DEVELOPER:

Mayor

Name:

Title:

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of _____

To be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington

Residing at _____

My Appointment Expires _____

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor of Duvall.

To be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington

Residing at _____

My Appointment Expires _____

Appendix 12
Assignment of Savings Bond



PO BOX 1300
DUVALL, WA 98019

ASSIGNMENT OF SAVINGS ACCOUNT

STATE OF WASHINGTON)
COUNTY OF KING) SS
CITY OF DUVALL)

Items: (Circle) Storm Drainage Sanitary Sewer Water Streets Landscape

FOR VALUE RECEIVED, the undersigned assigns, transfers, and sets over to the City of Duvall, State of Washington, Public Works Dept., all right, title and interest in and to _____ (\$ _____) Dollars in Savings Account No. _____, in the _____ Bank, _____ Branch. The City of Duvall, Public Works Dept., shall have sole power and authority to demand, call and receive said deposit and to give receipt and acquittance therefore upon presentation of a signed statement that _____ has failed to perform in accordance with the provisions of the approved construction plans including erosion control.

This assignment is limited to the principal sum of \$ _____ only. This assignment is for the purpose of providing a deposit with the City of Duvall for Construction in Duvall, King County, Washington.

It is understood and agreed that _____ Bank holds the passbook covering said account in its possession and agrees to hold \$ _____ until a release of this assignment from the City of Duvall is received or until the City of Duvall, Public Works Department exercises its sole power and authority to demand or call the deposit. Release of this deposit will be in accordance with the rules and regulations adopted by the _____ Bank.

Signed and dated at _____, Washington, this _____ day of _____, 20____.

By _____

APPROVED AND ACCEPTED:

The undersigned accepts the foregoing assignment and to host said account pursuant to the terms thereof.

Bank: _____ Branch: _____

Address: _____

By: _____ Title: _____

APPROVED AND ACCEPTED:

The undersigned hereby accepts the foregoing assignment of Savings Account No. _____ In the amount of \$ _____ in satisfaction of the approved construction including erosion control plans.

CITY OF DUVALL, PUBLIC WORKS DEPARTMENT

BY: _____ TITLE: _____

Appendix 13
Final Plat Checklist



Small Town. Real Life.

Engineering Department

14525 Main Street, PO Box 1300, Duvall, WA 98019
 Phone (425) 788-3434 Fax (425) 788-0311

FINAL PLAT SUBMITTAL CHECKLIST

Development: _____ Permit No.: _____

Developer: _____

The following items must all be received by the City prior to routing for review:

1st Submittal

(City to Route to SDA, Planning, Building, Fire)

Due	N/A		Date Received
<input type="checkbox"/>	<input type="checkbox"/>	Final Plat Application	_____
<input type="checkbox"/>	<input type="checkbox"/>	Master Permit Application	_____
<input type="checkbox"/>	<input type="checkbox"/>	Billing Memo (to be supplied by City to applicant prior to submittal)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Planning Department Requirements Checklist	_____
<input type="checkbox"/>	<input type="checkbox"/>	Final Plat Application Fee (Type V Permit)	_____
		Final Plat (3 paper copies, PDF, all tracts to be "Granted and Conveyed"). City recommends that the surveyor send advance .pdf copies to King County Recorder's Office prior to signature and recording for review.	_____
<input type="checkbox"/>	<input type="checkbox"/>		_____
<input type="checkbox"/>	<input type="checkbox"/>	Title Report (3 paper copies, PDF - less than 90 days old)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Computer Generated Lot Closures (3 paper copies, PDF)	_____
<input type="checkbox"/>	<input type="checkbox"/>	As-Builts (2 paper copies). Strikethrough & replace all storm, sewer, road, water, landscape, and irrigation elevations, locations, and dimensions. Provide mylar & electronic (drawings & data tables) following City approval. Include storm drainage facility volume and function verification.	_____
<input type="checkbox"/>	<input type="checkbox"/>	Bond Quantity Worksheet, current, updated, & signed (1 copy)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Bill of Sale – Water (1 copy)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Bill of Sale – Sewer (1 copy)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Bill of Sale – Storm (1 copy)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Bill of Sale – ROW (1 copy)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Conditions of Plat Approval with each item addressed (1 copy)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Copy of CC&Rs and HOA Articles of Incorporation (1 copy)	_____
Other Requirements prior to scheduling City Council			
<input type="checkbox"/>	<input type="checkbox"/>	Performance Bond /assign. of savings for remaining work (PW/Planning)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Maintenance Bond/assign. of savings for completed work (PW/Planning)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Duvall Recovery Contract, if required	_____
<input type="checkbox"/>	<input type="checkbox"/>	Final Plat Fees as determined by City Engineer	_____

- Final Plat Inspection Punchlist Completed
- For Tracts conveyed to the HOA include the following language: TRACT XXX IS GRANTED AND CONVEYED TO THE XXXXXX HOA

For Tracts conveyed to multiple lots include the following language: AN EQUAL AND UNDIVIDED INTEREST IN TRACT XXX IS GRANTED AND CONVEYED TO LOTS YYY – ZZZ.

City recommends that the surveyor send advance copies (PDF's) to King County Recorder's Office prior to signature and recording for review.

- Other Required Items: _____

**Appendix 14
Planning Dept.
Final Plat Checklist**

City of Duvall Planning Department
Final Plat Checklist – For Planning Department Staff Use Only

THE FOLLOWING DOES NOT GUARANTEE THE PLAT WILL MEET ALL STATE AND LOCAL REQUIREMENTS. THERE MAY BE ADDITIONAL LANGUAGE REQUIRED ON THE FACE OF THE PLAT.

FACE OF PLAT:

Proper identification of setbacks for all lots (14.44 and 14.16.480.A.4)

- Front yard setback for every lot (14.44)
- Side yard setback for every lot (14.44)
- Rear yard setback for every lot (14.44)
- 5' setback from all utility corridor (14.44.110, C)
- Language of Appendix A (14.16.480.A.11)
- The City Engineer may also require the inclusion of other municipal restrictions pertaining to the plat to be placed on the plat (Appendix A, j. Restrictions, Last line)

Proper identification of environmentally sensitive areas and setbacks from environmentally sensitive areas (14.08.050.B.8)

- Landslide hazard areas/Steep slopes: 50'buffer, 15' setback from buffer (14.42.270, 14.42.290)
- Sensitive Area Setback: 15' (14.42.190.A and 14.06.1910 for definition)
- Wetlands: 100'-25' buffer (14.42.310) or more if at toe of slope, and 15' setback (14.42.290.C)
- Streams: 100'-25' buffer (14.42.340) or more if at toe of slope, and 15' setback (14.42.340.D)
- Notice on title of sensitive area or buffer (14.42.100 and 110A)
- Tract for all sensitive areas (14.42.110)

Other requirements and language (14.16.480, 14.16.460, 14.16.230, and 14.08.050)

- A certificate of title from a title company containing a legal description (14.16.460.A)
- A certificate giving a full description of the parcels (14.16.460.B)
- Written instrument containing all dedications (14.16.460.C)
- Signature of licensed land surveyor (14.16.480.A)
- Name of adjacent plats and unplatted property identified with dotted lines (14.16.480.A2)
- Length, bearing, and dimensions of all lines, curves, etc (14.16.480.A.5 & 6)
- Show all land for dedication (14.16.480.A.9)
- Legal description of the subdivision property (14.16.480.A.10)
- A monument at every corner (14.08.050.B.21, 14.16.480.A.1, RCW 58.17.240)
- Minimum scale (14.08.050.B.33, 14.16.480.A.1)

Other 14.08.050 requirements are listed below, as required by 14.16.480.A.1

- Property owner's **and** developer/applicant name, address, telephone, and fax
- Name of plat

- Legal description of the subject property and of the existing lots, tracts, or parcels and easements therein
- Dimensions and the size in acres of all existing and proposed lots and blocks with lot numbers and block designations, parcels and tracts to be reserved or dedicated for streets, drainage ways, or other public uses;
- Easements

Landscaping

- Maintenance by home owners 14.52.210

Conditions of approval on preliminary plat and SEPA

Any additional information required by the City Engineer (Appendix A, “j: Restrictions”)

Please note that specific preliminary plat and SEPA conditions may impose requirements different from those detailed above.