



**CITY OF BLACK DIAMOND**  
**June 3, 2010 Meeting Agenda**  
25510 Lawson St., Black Diamond, Washington

**7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL**

**PUBLIC COMMENTS:** Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-2560. Thank you for attending this evening.

**PUBLIC HEARINGS:**

- |  |               |
|--|---------------|
| 1.) AB10-039 – Six Year Transportation Improvement Program | Mr. Boettcher |
| 2.) AB10-040 – Cabaret License at the Swinging Arm         | Mr. Pilcher   |
| 3.) AB10-041 – 2011- 2016 Capital Improvement Plan         | Ms. Miller    |

**(No Council Action to follow Public Hearings)**

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:**

Legislative Update	Senator Claudia Kauffman
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**UNFINISHED BUSINESS:**

- |   |               |
|---|---------------|
| 4.) AB10-038A – Resolution Authorizing Capital Facility Charge Analysis for Water and Sewer | Mr. Boettcher |
|---|---------------|

**NEW BUSINESS:**

- |  |               |
|--|---------------|
| 5.) AB10-042 – Resolution Awarding Overlay Project for 232 <sup>nd</sup> Avenue SE | Mr. Boettcher |
| 6.) AB10-043– Ordinance Adopting 312 <sup>th</sup> No Parking                      | Mr. Nix       |
| 7.) AB10-044 – Ordinance Adopting Animal Control Regulations                       | Mr. Pilcher   |
| 8.) AB10-045 – Ordinance Adopting Subdivision Code Amendments                      | Mr. Pilcher   |

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

**9.) Claim Checks** – June 3, 2010, No. 35668 through No. 35712 (voided check 35683) in the amount of \$113,422.73

**10.) Minutes** – Council Meeting and Workstudy Notes of May 20, 2010 and Workstudy Notes of May 27, 2010

**EXECUTIVE SESSION:**

**ADJOURNMENT:**



# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>PUBLIC HEARING, 2011 – 2016 Six Year Transportation Improvement Program</b>	<b>Agenda Date: June 3, 2010</b>		<b>AB10-039</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	Asst. City Attorney – Chris Bacha		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: Planning for yearly budgets	Court – Stephanie Metcalf		
Fund Source: Various			
Timeline: As per individual project schedules			
<b>Attachments: Six Year Transportation Improvement Program</b>			
<b>SUMMARY STATEMENT:</b>  <p>The City is required to update its Six Year Transportation Improvement Program (TIP) per RCW 35.77.010 and file the TIP with Washington State Department of Transportation. Updates include some new projects that will add transportation capacity and expected grant funding. This program takes advantage of the quarter of 1% of Real Estate Excise Tax for local street improvements and to provide grant matching.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: <b>None.</b>			
RECOMMENDED ACTION: <b>PUBLIC HEARING ONLY.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 3, 2010			

PROPOSED DRAFT SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM  
2011 - 2016

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
1	2011	Lawson Street & Newcastle Drive Intersection Repair	At Lawson Newcastle intersection	At Lawson/ Newcastle intersection	Repair and overlay existing intersection	0.08	\$ 80,000	REET
2	2012	SE 288th Roundabout on SR 169 at Roberts Drive	224th Ave SE	216th Ave SE	Overlay existing roadway	0.5	\$ 230,000	Transportation Improvement Board Grant
3	2013	Intersection Improvements in Morganville Neighborhood	N/A	N/A	Two lane Roundabout	inter - section	\$ 2,230,000	Private and Grant
4	2013	Roberts Drive Reconstruction	N/A	N/A	Acquire easements and construct new intersection radii.	8 inter-sections	\$ 100,000	Local city funds and REET
5	2013	SR 169 intersection widening at Lawson and Baker Streets	S.R. 169	Rock Creek Bridge	Overlay existing roadway, repair broken panels, widen to standard	1.09	\$ 5,650,000	Grant/ TIB & Developer
6	2013	Lawson Street Sidewalk	Lawson Street	Baker Street	widen intersections to accommodate turning movements	0.08	\$ 1,550,000	Developer Mitigation
7	2014	Jones lake Road Regrading and Paving	City Limits	S.R. 169	Install new sidewalk; storm drainage not included	0.6	\$ 1,000,000	TIB Grant, local and Developer Mitigation
8	2014	SR 169 Gateway Corridor Improvement	SR 169	400 feet south of Merino	Regrade and Pave the roadway. Slight widening	0.26	\$ 160,000	REET and Grant
9	2014	Pacific Street Neighborhood Improvements	Ravensdale	North city Limits	widen the roadway for a two way left turn lane	0.7	\$ 5,700,000	Private and Grant
10	2015	Robert's Drive sidewalk link to Morgan Street	Lawson Street	Southerly Terminus of Pacific/ Fifth Avenue South	Widen and Pave existing gravel roads, install storm drainage improvements	0.2	\$ 520,000	Developer Mitigation, Local Improvement District Grants and Local
11	2015		Library	Morgan Street	Install new sidewalk, curb gutter and storm drainage on one side	0.17	\$ 953,000	TIB, local, and or Fed

PROPOSED DRAFT SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM  
2011 - 2016

12	2016	Lake Sawyer/ Black Diamond Road	307th PL SE	SE 292 ST	Overlay existing roadway	1.2	\$ 225,000	TIB Grant
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TOTAL ALL PROJECTS                      \$ 18,398,000

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Public Hearing on proposed Cabaret License for The Swinging Arm, located at 30741 Third Avenue, #100 &amp; #105</b>	<b>Agenda Date:</b> <b>June 3, 2010</b>		<b>AB10-040</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney – Chris Bacha		
	City Clerk – Brenda L. Martinez	X	
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
Cost Impact: \$150 annual permit fee	Police – Jamey Kiblinger		
Fund Source: Applicant	Parks/Nat. Resources – Aaron Nix		
Timeline: NA	Community Develop. – Steve Pilcher	X	
<b>Attachments: License application</b>			
<b>SUMMARY STATEMENT:</b>  <p>Chapter 5.16 of the Black Diamond Municipal Code addresses “cabarets,” which includes establishments where liquor is served and either live or recorded musical performances are offered. Several months ago, staff received a complaint from an individual concerning alleged loud music from The Swinging Arm. At that time, it was determined a Cabaret License would be needed in order for these activities to continue.</p> <p>BDMC 5.16.050 requires the Council to conduct a public hearing before approving a cabaret license. Both the Police Chief and Building Official have reviewed the proposal and have no negative comments. The Council may approve, disapprove or approve with conditions a cabaret license.</p> <p>Once approved, a cabaret license is valid for the remainder of the calendar year. Although the code is not clear on the process for renewal, based upon the provisions in BDMC 5.16.080 which authorizes revocation or suspension, it appears an applicant can simply pay the annual license fee at the beginning of each year in order to renew.</p> <p>At this time, staff does not recommend any specific conditions of approval. Depending upon public comment, the Council may wish to impose conditions to address any concerns that are raised during the course of the hearing.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION: None</b>			
<b>RECOMMENDED ACTION: Conduct the public hearing, identify any needed conditions of approval, and then move to approve the request of The Swinging Arm for a Cabaret License.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 3, 2010			



**CITY OF BLACK DIAMOND**  
**2010 BUSINESS LICENSE APPLICATION**

PO BOX 599 – 24301 Roberts Dr  
Black Diamond, WA 98010  
Phone: 360.886.2560 – Fax: 360.886.2592

Please check all boxes that apply: ☐ New Business ☐ Existing Business/New Owner ☐ Change in Business Location  
☒ Business located inside city limits ☐ Business is located outside city limits ☐ Home Occupation (must include completed Home Occupation Supplemental form)

BUSINESS INFORMATION					
Legal Business Name: <u>The Swinging Arm</u>				BUS10- <u>0032</u>	
Doing Business as (DBA): <u>The Swinging Arm</u>			Contact Name: <u>Craig Phalen</u>		
Physical Address: <u>30741 3rd Ave</u>		Unit#: <u>105</u>	City: <u>Black Diamond</u>	State: <u>WA</u>	Zip: <u>98010</u>
Phone: <u>(360) 886-5074</u>		Fax: ( )		Email: <u>contact@theswingingarm.com</u>	
Mailing Address: <u>SAME</u>		Unit#:	City:	State:	Zip:
Phone: ( )		Fax: ( )		Email:	
EMERGENCY CONTACT (After Hours)					
Emergency Contact/Owner Name: <u>Craig Phalen</u>				Phone: <u>(360) 886-5074</u>	
BUSINESS DESCRIPTION					
Type of License: <input type="checkbox"/> Regular <input type="checkbox"/> Utility <input type="checkbox"/> Pawnbroker <input checked="" type="checkbox"/> Cabaret <input type="checkbox"/> Firearms Dealer <input type="checkbox"/> Carnival					
Type of Business: <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Food Service <input type="checkbox"/> Light Industrial <input type="checkbox"/> Medical <input type="checkbox"/> Personal Services					
<input type="checkbox"/> Professional Services <input type="checkbox"/> Real Estate <input type="checkbox"/> Retail Sales <input type="checkbox"/> Wholesale <input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Cable					
<input type="checkbox"/> Solid Waste <input type="checkbox"/> Telephone <input type="checkbox"/> Other					
Number of employees performing duties or based inside city limits: <u>11</u>				WA State UBI No: <u>602 689 813</u>	
Please describe the nature of your business: <u>Restaurant / Bar</u>					
Check all that apply: <input type="checkbox"/> Do you dispose of chemicals, sludge or commercial waste?					
<input type="checkbox"/> Do you handle or store hazardous materials? <input checked="" type="checkbox"/> Do you serve liquor? License #					
What was the prior occupant of this space?					
Any remodeling or changes to the space or structure? If yes, explain: <u>No</u>					

**A SIGNATURE IS REQUIRED IN ORDER TO PROCESS THE APPLICATION**

As applicant, I certify or declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. I understand that any misrepresentation or omission on this application will result in revocation of this Business License.

Signed by: <u>[Signature]</u>	Date: <u>4/5/10</u>
Title/Office: <u>Owner</u>	

Applications must be completed in full and returned with the applicable non-refundable application fee. Incomplete applications will not be processed. A new license is required if a business changes location or ownership. Please notify the City of Black Diamond if the business closes. The City's acceptance of your application and fee does not constitute approval or authorization to conduct business. Other permits and/or licenses may be required.

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>PUBLIC HEARING</b> <b>2011-2016 Capital Improvement Plan</b>	<b>Agenda Date:</b>	<b>June 3, 2010</b>	<b>AB10-041</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney – Chris Bacha		
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller	X	
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
Cost Impact	Police – Jamey Kiblinger		
Fund Source:	Court – Stephanie Metcalf		
Timeline:			
<b>Attachments: General Government and Public Works Draft Capital Improvement Plans</b>			
<b>SUMMARY STATEMENT:</b>  <p>Per City Code 3.60.020, the City of Black Diamond is presenting its annual update of the 2011-2016 Capital Improvement Plan. The Plan includes projected Capital Improvements for Streets, Water, Wastewater, Stormwater, Parks, Public Safety and General Government. The Plan totals, \$32,249,600 of capital needs over the next six-year period. The Public Works section includes 78.2% of the projects or \$25,223,000 and the General Government section includes 21.8% or \$7,026,600. The General Government section includes \$5,475,000 for Parks, \$1,390,000 for Police and Fire and \$161,600 for General Government.</p> <p>Potential funding sources are identified for each project, with Grants, Developer Funding/SEPA Mitigation, or Utility Connection Fees covering the majority of the revenue sources. Real Estate Excise Tax (REET I &amp; II) that is collected on the sale of property is also included as a revenue source. Care has been taken to conservatively use the Real Estate Excise Tax revenue and to insure that the balance of REET I &amp; II funds are each kept at or above \$200,000 in any one year.</p> <p>The City has taken a pro-active approach in identifying and scheduling projects that are needed to provide the levels of service included in the Capital Facility portion of the Comprehensive Plan. The annual update and adoption of the plan is a requirement to apply for State or Local grants.</p> <p>The City began the annual update process in March this year, and has met with the Finance Committee, Parks Committee, Public Safety Committee and Public Works Committee to received Council input.</p> <p>Two special Workstudy Sessions were also held for the full Council in May. The two sections for General Government and Public Works sections include all the changes suggested at each meeting.</p>			

The public hearing tonight is being held to receive public input on the draft plan. No action is anticipated until the June 17 Council meeting when an adoption resolution will be forwarded for approval.

The Capital Improvement Plan is not a budget but a plan similar to the Transportation Plan. Projects included for 2011 will be reviewed again this Fall and Council will have the ability to make any final changes before the actual 2011 portions are included in the 2011 Budget adopted in December 2010.

COMMITTEE REVIEW AND RECOMMENDATION: Finance Committee, Parks Committee, Public Safety Committee and Public Works Committee have reviewed their sections in April and May and proposed some changes that are now incorporated. Two Workstudy Sessions for Council were held in May to review the draft 2011-2016 Capital Improvement Plan.

RECOMMENDED ACTION: **PUBLIC HEARING ONLY.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 3, 2010		



# City of Black Diamond



# General Government

## Capital Improvement Plan 2011 – 2016

Public Hearing  
June 3, 2010





## Table of Contents

Overview of the Capital Improvement Plan	1
Real Estate Excise Tax Rules	3
General Government Department Summary	4
General Government Funding Summary	6
Real Estate Excise Tax I Summary and Analysis	8
General Government Projects (non-Public Safety)	10
A1 Space Study	11
I1 City Technology Capital	12
E1 Way Finding Signs	13
Parks and Recreation Department Summary	14
P1 Park Signage	17
P2 Union Stump Memorial Park	18
P3 Lake Sawyer Boat Launch Improvements	19
P4 Grant Matching Funds	20
P5 Trail System Development	21
P6 BMX Park Course	22
P7 Lake Sawyer Regional Park	23
P8 Tree City USA Fund	24
P9 Ginder Creek Acquisition of Land	25
P10 Jones Lake Acquisition of Land	26
Public Safety Projects – Police Summary	27
A2 Police Reroof	28
I2 Police Technology Capital	29
L2 Patrol Car Replacement Program	30
Public Safety Projects – Fire Summary	31
F1 Replace Engine 981	33
F2 Replace Aid Car	34
F3 Replace Brush-Truck Chassis	35
F4 Station 99 Replacement Study	36
CIP Calendar	37



# Overview of the Capital Improvement Program

## What is the Capital Improvement Program?

A Capital Improvement Program (CIP) is a roadmap that provides direction and guidance for carefully planning and managing Black Diamond's capital and infrastructure assets. It is an investment in the future of our community.

This document presents the proposed plan for major public facility improvements that will be implemented over the next six fiscal years. The projects included in the fiscal 2011-2016 CIP are consistent with the City Council's priorities and address the needs for the acquisition, rehabilitation and expansion of the City's infrastructure and capital assets.

The City of Black Diamond Capital Improvement Program (CIP) addresses the growing needs of the City and enhances the quality of life through major public improvement projects.

Capital Projects are listed in the CIP by number, according to each major program area. For each project there is an estimated start and completion date that has been projected by the city department in charge of the improvement. The CIP also shows the total cost of the project and the amount allocated to the project for each year of the plan. Identifying capital projects and their anticipated funding sources assists in the planning and scheduling of finances for projects and the manpower needed to plan, design, and construct the projects.

Examples of projects in Black Diamond's six-year CIP include street rehabilitation, water projects, wastewater facilities, park improvements, a fire station and equipment, police capital needs, and public building construction and improvement. Land purchases are also included in CIP planning since it is considered a capital asset.

These projects are usually long-term in nature (over one year) to complete and are frequently financed over a period of time. Typically, a CIP project has a dollar amount over \$10,000.

## How are projects in the Capital Improvement Program paid for?

The six-Year CIP is a format by which the City uses to review the funding of desired capital improvements that compete for scarce financial resources. Generally, funding for capital improvements is provided through Real Estate Excise Tax revenue (REET), capital reserves, public trust fund loans, grants, impact fees and developer funding.

## Types of Capital Projects

Capital projects are essential to the delivery of many of the City's core services. The capital projects in each major department are described below.

- Transportation The road system in Black Diamond is a vital infrastructure to city residents, visitors and commuters. This infrastructure includes roads, bridges, bike lanes and sidewalks. The responsibility for the funding and construction of transportation infrastructure is usually shared with developers in the form of impact fees, as new development has need for additional transportation improvements. A good deal of funding for street improvement comes from Real Estate Excise Taxes.
- Parks and Recreation There are regional and local parks in Black Diamond as well as bike and hiking trails, a skate park and a BMX Course. Outdoor enthusiasts choose to live in Black Diamond



for the natural beauty of the surroundings and sporting opportunities. Park improvements are primarily financed by Real Estate Excise Taxes, grants and developer contributions.

- Utilities The City provides water, sewer and stormwater utility services to residents and businesses. Capital Facilities include sewer treatment facilities, transmission systems and storm water detention facilities. Developers contribute to these projects, as growth requires infrastructure expansion. Capital reserves, grants, loans and Real Estate Excise Taxes also provide funding for utilities in Black Diamond.
- Public Safety Capital facilities and equipment are required to deliver core City services of Police and Fire. These facilities include the fire and police stations, vehicles and major equipment. Funding for these capital projects largely comes from Real Estate Excise Taxes and reserves.
- General Capital City is responsible for funding the construction and maintenance of city buildings and facilities. Included are technological capital projects that provide better services and communication at the City. These capital costs are largely funded through Real Estate Excise Taxes.

### **Growth Management Act and Land Use Policies**

Comprehensive planning is required in Washington State since the Growth Management Act (GMA) was adopted by the legislature in 1990. The objective of the Act is to limit sprawl, protect sensitive areas and promote efficient and effective delivery of public services by concentrating population, industry and public services in urban areas. The City is anticipating two development areas in Black Diamond, The Villages and Lawson Hills. These planned developments have a huge impact on the City's Capital Improvement Program, as up to 6,000 new homes may be built eventually in those new neighborhoods.

### **Level of Service**

The number and type of capital facilities needed to serve Black Diamond is directly related to the level of public service provided. The level of service is established by City Council and the City's Comprehensive Plan.

### **Maintenance and Funding Constraints**

Once completed and placed in service, capital facilities must be maintained. Funding for the maintenance of capital projects for City Utilities are funded with user fees in the respective operating budgets. Maintenance funding for projects are funded through current operations, not the capital budget. For that reason the availability of funding for future maintenance must be considered when preparing the capital budget.

### **Development and Approval Process**

The Capital Improvement Plan is updated annually. Each year individual projects are submitted by department directors. They use a template provided by Finance staff. These requests include an update of current projects and projections on new projects and anticipated costs. Each project must have specific funding sources identified. The Mayor, Finance Director and Management meet to balance projects to available funding. After several Council Committee meetings, workstudy sessions and a public hearing are held, the proposed plan is brought before Council for approval. The Capital Improvement Calendar for 2011 – 2016 is part of this document in the appendix section.



## Black Diamond Real Estate Excise Tax Approved Uses

REET I	REET II
Public Buildings and other capital projects – Improvements, planning and major maintenance	Streets, Parks and Utilities Infrastructure Improvements, planning and major maintenance
Acquisition of buildings and open space	Not Allowed: land purchases for Parks Acquisition
Less Restrictive	More Restrictive
Must be included in the City's Capital Improvement Plan	Must be included in the City's Capital Improvement Plan

### REET I – First .25% Real Estate Excise Tax

To fund capital projects with REET I monies the project must be listed in the Capital Facilities Plan element of the City's Comprehensive Plan.

"Capital projects" are defined as: those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets; roads; highways; sidewalks; street and road lighting systems; traffic signals; bridges; domestic water systems; storm and sanitary sewer systems; parks; recreational facilities; law enforcement facilities; fire protection facilities; trails; libraries; administrative and judicial facilities...."

Planning for projects such as design costs are approved for this funding. Maintenance costs can be included if it is considered major maintenance, for example, a new roof for a city building.

### REET II - Second .25% Real Estate Excise Tax

To fund capital projects with REET II monies the project must be listed in the Capital Facilities Plan element of the City's Comprehensive Plan.

REET II monies are more restrictive and are limited to the construction and maintenance of streets, parks, and utilities infrastructure. (police, fire, judicial and administration capital are excluded from this funding)

REET II funded projects must be of a public works nature for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.

The acquisition of land for parks is not a permitted use of REET II receipts, although it is a permitted use for street, water and sewer projects.



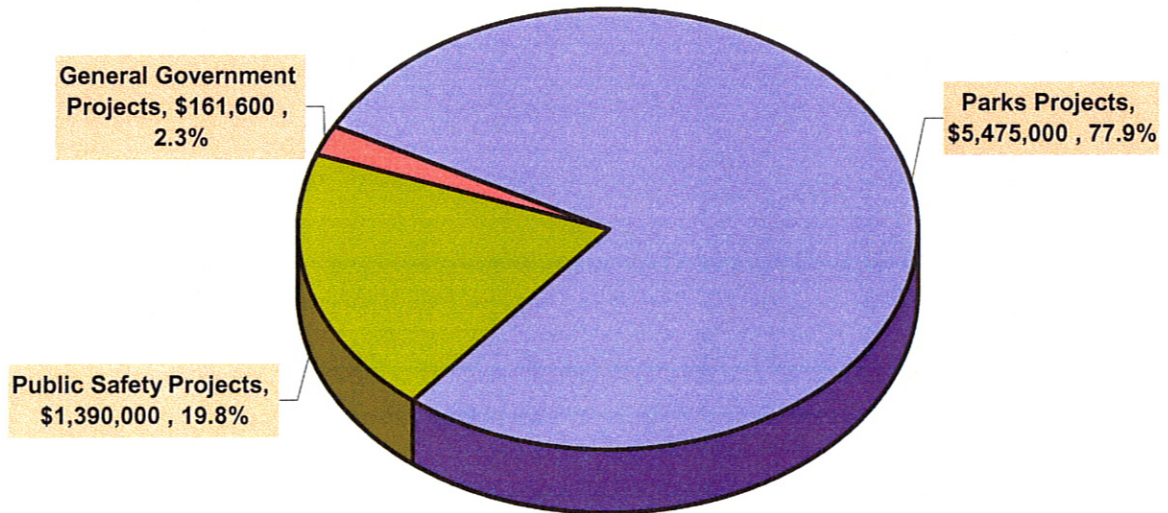


# General Government Department Summary

## Capital Improvement Program 2011 - 2016

Departments	Total \$ Project	2011	2012	2013	2014	2015	2016
<b>General Government Projects</b>							
Capital Facilities & Admin	50,000	15,000	35,000				
Economic Development	22,000	12,000	2,500	2,500	2,500	2,500	
City Technology (not Police)	89,600	26,000	18,900	11,550	4,700	21,050	7,400
Subtotal	<b>161,600</b>	<b>53,000</b>	<b>56,400</b>	<b>14,050</b>	<b>7,200</b>	<b>23,550</b>	<b>7,400</b>
<b>Parks Projects</b>							
Parks Department	<b>5,475,000</b>	<b>358,860</b>	<b>179,260</b>	<b>1,348,540</b>	<b>248,910</b>	<b>325,280</b>	<b>3,014,150</b>
<b>Public Safety</b>							
Police Department (incl Tech)	500,000	52,000	50,200	104,100	104,000	109,600	80,100
Fire Department	890,000	5,000	25,000	600,000			260,000
Subtotal	<b>1,390,000</b>	<b>57,000</b>	<b>75,200</b>	<b>704,100</b>	<b>104,000</b>	<b>109,600</b>	<b>340,100</b>
<b>TOTAL Project COSTS</b>	<b>7,026,600</b>	<b>\$468,860</b>	<b>\$310,860</b>	<b>\$2,066,690</b>	<b>\$360,110</b>	<b>\$458,430</b>	<b>\$3,361,650</b>

General Government CIP by Department  
Total: \$7,026,600



REET I Payments	Total 2011 - 2016	2011	2012	2013	2014	2015	2016
Repay Ginder Ck Land Loan	79,550		15,910	15,910	15,910	15,910	15,910
Repay Loan Police Records Sys.	125,600	42,000	42,000	41,600			
Repay Loan Fire Engine	170,820				56,940	56,940	56,940
<b>Total</b>	<b>375,970</b>	<b>42,000</b>	<b>57,910</b>	<b>57,510</b>	<b>72,850</b>	<b>72,850</b>	<b>72,850</b>



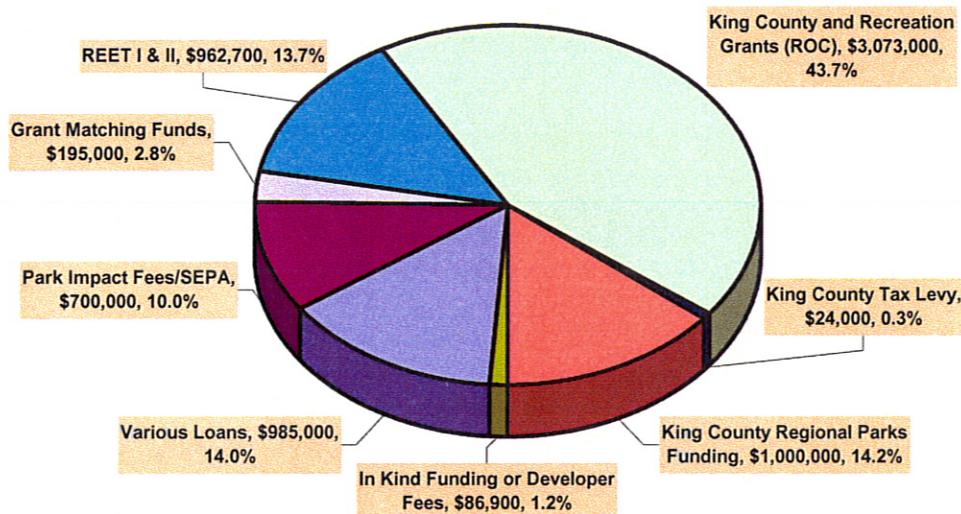
# CIP General Government Funding Summary

## Capital Improvement Program 2011 - 2016

### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
King County and Recreation Grants (ROC)	3,073,000	175,000	100,000	988,000	100,000		1,710,000
REET I & II	962,700	137,500	165,100	161,150	174,400	196,350	128,200
King County Regional Parks Funding	1,000,000						1,000,000
Various Loans	985,000	125,000		600,000			260,000
Park Impact Fees/SEPA	700,000			200,000		250,000	250,000
Grant Matching Funds	195,000		20,000	100,000	75,000		
In Kind Funding or Developer Fees	86,900	15,360	25,760	9,540	10,710	12,080	13,450
King County Tax Levy	24,000	8,000	8,000	8,000			
<b>TOTAL SOURCES</b>	<b>\$7,026,600</b>	<b>\$460,860</b>	<b>\$318,860</b>	<b>\$2,066,690</b>	<b>\$360,110</b>	<b>\$458,430</b>	<b>\$3,361,650</b>

General Government CIP by Type of Funding  
Total: \$7,026,600



### Non Capital Operating Costs

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salary and Benefits (Trails Project)	50,000		10,000	10,000	10,000	10,000	10,000
Debt Wastewtr REET I (Police Rec. Sys)	125,600	42,000	42,000	41,600			
Debt REET I (Loan for Ginder Creek Land)	79,550		15,910	15,910	15,910	15,910	15,910
Debt REET I (Fire Equip Loans)	170,820				56,940	56,940	56,940
<b>TOTAL OPERATING Gen Govt Costs</b>	<b>425,970</b>	<b>42,000</b>	<b>67,910</b>	<b>67,510</b>	<b>82,850</b>	<b>82,850</b>	<b>82,850</b>



# CIP General Government Summary

## Capital Improvement Program 2011 - 2016

Key to Projects in the CIP:

E = Econ Dev  
I = Technology  
P = Parks  
L = Police  
A = Admin/Facilities  
F = Fire

Sources		Total \$ Project	2011	2012	2013	2014	2015	2016
1	Grant Funding	3,073,000	175,000	100,000	988,000	100,000		1,710,000
2	Real Estate Excise Taxes I	962,700	137,500	165,100	161,150	174,400	196,350	128,200
3	King County Regional Parks Funding	1,000,000						1,000,000
4	Loans	985,000	125,000		600,000			260,000
5	Impact Fees or SEPA	700,000			200,000		250,000	250,000
6	Grant Matching	195,000		20,000	100,000	75,000		
7	In Kind Funding or Developer Fees	86,900	15,360	25,760	9,540	10,710	12,080	13,450
8	King County Tax Levy	24,000	8,000	8,000	8,000			
<b>Total Sources for Gen Govt Projects</b>		<b>7,026,600</b>	<b>460,860</b>	<b>318,860</b>	<b>2,066,690</b>	<b>360,110</b>	<b>458,430</b>	<b>3,361,650</b>
Uses		Total \$ Project	2011	2012	2013	2014	2015	2016
<b>Facilities and Administration</b>								
A1	Future Facility Site-Preliminary Engr/Design	50,000	15,000	35,000				
I1	City Technology Capital	89,600	26,000	18,900	11,550	4,700	21,050	7,400
E1	Way Finding Signs	22,000	12,000	2,500	2,500	2,500	2,500	
<b>Total Facilities and Administration Projects</b>		<b>161,600</b>	<b>53,000</b>	<b>56,400</b>	<b>14,050</b>	<b>7,200</b>	<b>23,550</b>	<b>7,400</b>
<b>Parks and Recreation</b>								
P1	Park Signage	12,500	2,500	2,500	2,500	2,500	2,500	
P2	Union Stump Memorial Park	20,000			20,000			
P3	Lake Sawyer Boat Launch Improvements	788,000		20,000	768,000			
P4	Grant Matching Funds	240,000	40,000	40,000	40,000	40,000	40,000	40,000
P5	Trail System Development	324,000	8,000	108,000	108,000	100,000		
P6	BMX Park Course	250,000				20,000	20,000	210,000
P7	Lake Sawyer Regional Park	3,075,000				75,000	250,000	2,750,000
P8	Tree City USA Money Fund	65,500	8,360	8,760	10,040	11,410	12,780	14,150
P9	Ginder Creek Acquisition	300,000	300,000					
P10	Jones Lake Acquisition	400,000			400,000			
<b>Total Parks and Rec Projects</b>		<b>5,475,000</b>	<b>358,860</b>	<b>179,260</b>	<b>1,348,540</b>	<b>248,910</b>	<b>325,280</b>	<b>3,014,150</b>
<b>Public Safety</b>								
A2	Police Reroof	20,000						20,000
I2	Police Technology Capital	75,000	12,000	8,200	14,100	12,000	15,600	13,100
L1	Patrol Car Replacement Program	405,000	40,000	42,000	90,000	92,000	94,000	47,000
F1	Fire Engine 981 - Replace	600,000			600,000			
F2	Fire Aid Car - Replace	175,000						175,000
F3	Fire Brush-Truck Chassis	85,000						85,000
F4	Fire Station 99 Design/Engr - Replace	30,000	5,000	25,000				
<b>Total Public Safety Projects</b>		<b>1,390,000</b>	<b>57,000</b>	<b>75,200</b>	<b>704,100</b>	<b>104,000</b>	<b>109,600</b>	<b>340,100</b>
<b>Total Uses Gen Govt Projects</b>		<b>7,026,600</b>	<b>468,860</b>	<b>310,860</b>	<b>2,066,690</b>	<b>360,110</b>	<b>458,430</b>	<b>3,361,650</b>

# General Government Project Breakdown by Types of Funding

	Total \$ Project	2011	2012	2013	2014	2015	2016
<b>Grant Funding</b>							
P2 Union Stump Memorial Park	20,000			20,000			
P3 Lake Sawyer Boat Launch Improvements	668,000			668,000			
P5 Trail System Development	300,000		100,000	100,000	100,000		
P6 BMX Park Course	210,000						210,000
P7 Lake Sawyer Regional Park	1,500,000						1,500,000
P9 Ginder Creek Acquisition	175,000	175,000					
P10 Jones Lake Acquisition	200,000			200,000			
E1 Way Finding Signs	22,000	12,000	2,500	2,500	2,500	2,500	
<b>Total Grant Funding</b>	<b>3,073,000</b>	<b>175,000</b>	<b>100,000</b>	<b>988,000</b>	<b>100,000</b>		<b>1,710,000</b>
<b>REET 1 FUNDING</b>							
P1 Park Signage	12,500	2,500	2,500	2,500	2,500	2,500	
P4 Grant Matching Funds	240,000	40,000	40,000	40,000	40,000	40,000	40,000
P6 BMX Park Course	40,000				20,000	20,000	
P8 Tree City USA	3,600	500	500	500	700	700	700
L1 Patrol Car Replacement Program	405,000	40,000	42,000	90,000	92,000	94,000	47,000
F4 Fire Station 99 Design/Engr - Replace	30,000	5,000	25,000				
A1 Future Facility Site-Preliminary Engr/Design	25,000	7,500	17,500				
A2 Police Reroof	20,000						20,000
I1 City Technology Capital	89,600	18,000	26,900	11,550	4,700	21,050	7,400
I2 Police Technology Capital	75,000	12,000	8,200	14,100	12,000	15,600	13,100
<b>Total REET 1 Funding</b>	<b>962,700</b>	<b>137,500</b>	<b>165,100</b>	<b>161,150</b>	<b>174,400</b>	<b>196,350</b>	<b>128,200</b>
<b>King County Regional Parks Funding</b>							
P7 Lake Sawyer Regional Park	1,000,000						1,000,000
<b>Total King County Regional Parks Funding</b>	<b>1,000,000</b>						<b>1,000,000</b>
<b>Loans for Financing</b>							
F1 Fire Engine 981 - Replace	600,000			600,000			
F2 Fire Aid Car - Replace	175,000						175,000
F3 Fire Brush-Truck Chassis	85,000						85,000
P9 Ginder Creek Acquisition	125,000	125,000					
<b>Total Loans</b>	<b>985,000</b>	<b>125,000</b>		<b>600,000</b>			<b>260,000</b>
<b>Impact Fees or SEPA</b>							
P7 Lake Sawyer Regional Park	500,000					250,000	250,000
P10 Jones Lake Acquisition	200,000			200,000			
<b>Total Impact Fees or SEPA</b>	<b>700,000</b>			<b>200,000</b>		<b>250,000</b>	<b>250,000</b>
<b>Grant Matching Funds</b>							
P7 Lake Sawyer Regional Park	75,000				75,000		
P3 Lake Sawyer Boat Launch Improvements	120,000		20,000	100,000			
<b>Total Grant Matching Funds</b>	<b>195,000</b>		<b>20,000</b>	<b>100,000</b>	<b>75,000</b>		
<b>In Kind Funding or Developer Fees</b>							
A1 Future Facility Site-Preliminary Engr/Design	25,000	7,500	17,500				
P8 Tree City USA	61,900	7,860	8,260	9,540	10,710	12,080	13,450
<b>Total In Kind Funding or Developer Fees</b>	<b>86,900</b>	<b>15,360</b>	<b>25,760</b>	<b>9,540</b>	<b>10,710</b>	<b>12,080</b>	<b>13,450</b>
<b>King County Tax Levy Funding</b>							
P5 Trail System Development	24,000	8,000	8,000	8,000			
<b>Total King County Tax Levy</b>	<b>24,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>			
<b>Total General Government Funding</b>	<b>7,026,600</b>	<b>460,860</b>	<b>318,860</b>	<b>2,066,690</b>	<b>360,110</b>	<b>458,430</b>	<b>3,361,650</b>





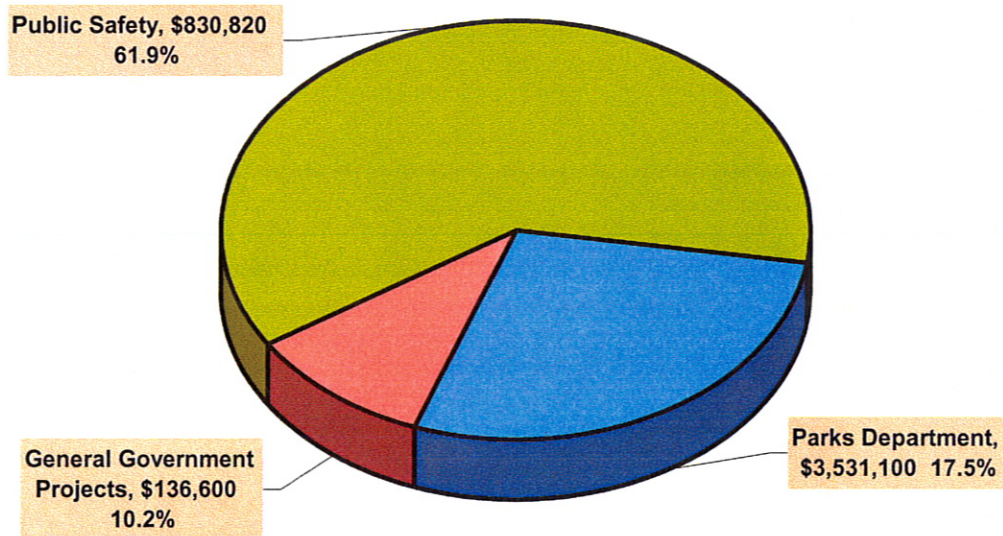
# General Government REET I Summary

## Capital Improvement Program 2011 - 2016

### REET I

	Total \$ Project	2011	2012	2013	2014	2015	2016
General Government Projects	136,600	37,500	46,900	14,050	7,200	23,550	7,400
Public Safety & PS Loan repay	830,820	99,000	121,600	145,700	160,940	166,540	137,040
Parks & Land Loan repay	375,650	43,000	58,910	58,910	79,110	79,110	56,610
<b>TOTAL SOURCES</b>	<b>\$1,343,070</b>	<b>\$179,500</b>	<b>\$227,410</b>	<b>\$218,660</b>	<b>\$247,250</b>	<b>\$269,200</b>	<b>\$201,050</b>

**Total REET I: \$1,343,070**





# REET I ANALYSIS SUMMARY (Fund 310)

## Capital Improvement Program 2011 - 2016

### Real Estate Excise Tax Analysis

Key to Projects in the CIP:

E = Econ Dev  
I = Technology  
P = Parks  
L = Police  
A = Facilities  
F = Fire

### REET I - REVENUE ANALYSIS

	Info Only 2010	2011 - 2016 Summary Total	2011	2012	2013	2014	2015	2016
<b>Beginning Fund Balance</b>	710,492		414,370	335,870	239,960	224,300	232,050	217,850
1/4 of 1% REET	30,000		30,000	50,000	200,000	250,000	250,000	250,000
Interest	9,800		1,000	1,500	3,000	5,000	5,000	5,000
Reet II Transfer			70,000	80,000				
<b>Available Balance</b>	<b>750,292</b>		<b>515,370</b>	<b>467,370</b>	<b>442,960</b>	<b>479,300</b>	<b>487,050</b>	<b>472,850</b>
<b>REET 1 Projects</b>								
<b>General Government</b>								
A1 Space Design		25,000	7,500	17,500				
E1 Way Finding Signs		22,000	12,000	2,500	2,500	2,500	2,500	
I1 City Technology Capital	21,000	89,600	18,000	26,900	11,550	4,700	21,050	7,400
City Hall and Court Remodel	35,000							
Metal Buildings								
<b>Subtotal</b>		<b>136,600</b>	<b>37,500</b>	<b>46,900</b>	<b>14,050</b>	<b>7,200</b>	<b>23,550</b>	<b>7,400</b>
<b>Parks</b>								
P1 Park Signage	15,000	12,500	2,500	2,500	2,500	2,500	2,500	
P4 Grant Matching Funds	50,000	240,000	40,000	40,000	40,000	40,000	40,000	40,000
P6 BMX Park Course		40,000				20,000	20,000	
P8 Tree City USA	5,000	3,600	500	500	500	700	700	700
Boat Launch Project	55,000							
Skate Park Project	25,000							
Repay Ginder Ck Land Loan		79,550		15,910	15,910	15,910	15,910	15,910
<b>Subtotal</b>		<b>375,650</b>	<b>43,000</b>	<b>58,910</b>	<b>58,910</b>	<b>79,110</b>	<b>79,110</b>	<b>56,610</b>
<b>Public Safety</b>								
A2 Police Reroof		20,000						20,000
L1 Patrol Car Replacement Program		405,000	40,000	42,000	90,000	92,000	94,000	47,000
I2 Police Technology Upgrades	12,000	79,400	12,000	12,600	14,100	12,000	15,600	13,100
F4 Replace Fire Station Design		30,000	5,000	25,000				
Firearms	922							
Repay Loan Police Records System	42,000	125,600	42,000	42,000	41,600			
Repay Loan Fire Engine replacement		170,820				56,940	56,940	56,940
<b>Subtotal</b>	<b>260,922</b>	<b>830,820</b>	<b>99,000</b>	<b>121,600</b>	<b>145,700</b>	<b>160,940</b>	<b>166,540</b>	<b>137,040</b>
<b>312 Parking Project</b>	<b>75,000</b>							
<b>Total REET I Projects &amp; Debt</b>	<b>335,922</b>	<b>1,343,070</b>	<b>179,500</b>	<b>227,410</b>	<b>218,660</b>	<b>247,250</b>	<b>269,200</b>	<b>201,050</b>
<b>Ending Fund Balance</b>	<b>414,370</b>		<b>335,870</b>	<b>239,960</b>	<b>224,300</b>	<b>232,050</b>	<b>217,850</b>	<b>271,800</b>

REET monies based on Houses sold at \$

\* 80 @250K 266 @300K 285 @350K 285 @350K 285 @350K

\* May also include commercial development, land sales or resale of property

# General Government

(non-Public Safety)





## Capital Improvement Program 2011 - 2016

Project for the

**Facilities & Administration**

# **A1**

### PROJECT TITLE

### Future Facility Site-Preliminary Engr/Design

#### DESCRIPTION

Work with staff to determine the optional locations for City Hall, Public Works, Fire Station and other city sites, and to prepare some preliminary design and cost analysis.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engr/Design	50,000	15,000	35,000				
Construction Engineering Study							
<b>TOTAL COSTS</b>	<b>\$50,000</b>	<b>\$15,000</b>	<b>\$35,000</b>				
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants (specify)							
Impact Fees							
REET I	25,000	7,500	17,500				
REET II							
PW Trust Fund							
Other	25,000	7,500	17,500				
<b>TOTAL SOURCES</b>	<b>\$50,000</b>	<b>\$15,000</b>	<b>\$35,000</b>				
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Debt Repayment							
<b>TOTAL OPERATING</b>							





## Capital Improvement Program 2011 - 2016

Project for the

Information Technology

# I1

### PROJECT TITLE

### City Technology - Capital

#### DESCRIPTION

Variety of technology upgrades to the City including phone system upgrades, PC purchases, software purchases, network upgrades hard and software and printers. These upgrades that are for the City excludes Police, as that department has a separate technology project list.

#### BACKGROUND

This project is for PC replacements and other capital technology for the City. This includes servers, network and network software, disaster software, a phone system for City Hall in 2012, and other technology.

#### CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Phone System	8,000		8,000				
PC, Printers, Software	28,100	3,000	3,400	4,050	2,700	9,550	5,400
Network	22,500	6,000	5,000	6,000	500	5,000	500
Network Software	10,500	1,500	3,000	1,500	1,500	1,500	1,500
Disaster Recovery Software	20,000	7,500	7,500			5,000	
<b>TOTAL COSTS</b>	<b>\$89,600</b>	<b>18,000</b>	<b>\$26,900</b>	<b>\$11,550</b>	<b>\$4,700</b>	<b>\$21,050</b>	<b>\$7,400</b>

#### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants (TIB)							
Water Connection/Res							
Wastewater Connection/Res							
Stormwater Connection/Res							
Street Funds							
Impact Fees							
REET I	89,600	18,000	26,900	11,550	4,700	21,050	7,400
REET II							
BFB Carryover							
Funding Agreement							
<b>TOTAL SOURCES</b>	<b>\$89,600</b>	<b>\$18,000</b>	<b>\$26,900</b>	<b>\$11,550</b>	<b>\$4,700</b>	<b>\$21,050</b>	<b>\$7,400</b>



## Capital Improvement Program 2011 - 2016

### Project for the Economic Development

# E1

#### PROJECT TITLE Way Finding Signs

##### DESCRIPTION

14-foot tall decorative sign with city logo made of painted aluminum materials. Installation to be provided by Public Works. The plan is for two-post and single-post signs.

##### BACKGROUND

Limited signage to direct the public to City offices, Library and businesses from Highway 169.

##### COMMENTS

The City would be able to direct the public to the City offices along with helping the people visiting the city to know where to locate the resources they are looking for including local merchants. The first year two-post signs will be installed then followed by single-post signs every other year.

##### CAPITAL PROJECT COSTS

Land/Right of Way

Construction Engineering

Construction Costs

Capital Outlay

Total \$ Requested	2011	2012	2013	2014	2015	2016
22,000	12,000	2,500	2,500	2,500	2,500	
<b>TOTAL SOURCES</b>						
<b>TOTAL COSTS</b>	\$22,000	\$12,000	\$2,500	\$2,500	\$2,500	\$2,500

##### REQUESTED FUNDING

Grants (PSRC, Dept of Trans)

Water Connection/Res

Wastewater Connection/Res

Stormwater Connection/Res

Street Funds

Impact Fees

REET I

REET II

Other

Capital Reserves

Total \$ Project	2011	2012	2013	2014	2015	2016
22,000	12,000	2,500	2,500	2,500	2,500	
<b>TOTAL SOURCES</b>	\$22,000	\$12,000	\$2,500	\$2,500	\$2,500	\$2,500



**LOS CABOS**  
Local Restaurant & Bar



City of  
**North Bend**

- ▲ Factory Stores
- ▲ Visitor Center
- ▲ Train Depot
- ▲ Historic Downtown
- ▲ Snoqualmie Falls
- ▲ Mt. Si Trailhead





# Parks and Recreation Department



# Parks Department

## Capital Improvement Program 2011 - 2016

### Expenditure Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
P1 Park Signage	12,500	2,500	2,500	2,500	2,500	2,500	
P2 Union Stump Memorial Park	20,000			20,000			
P3 Lake Sawyer Boat Launch Improvements	788,000		20,000	768,000			
P4 Grant Matching Funds	240,000	40,000	40,000	40,000	40,000	40,000	40,000
P5 Trail System Development	324,000	8,000	108,000	108,000	100,000		
P6 BMX Park Course	250,000				20,000	20,000	210,000
P7 Lake Sawyer Regional Park	3,075,000				75,000	250,000	2,750,000
P8 Tree City USA Money Fund	65,500	8,360	8,760	10,040	11,410	12,780	14,150
P9 Ginder Creek Acquisition	300,000	300,000					
P10 Jones Lake Acquisition	400,000			400,000			
<b>TOTAL EXPENDITURES</b>	<b>5,475,000</b>	<b>358,860</b>	<b>179,260</b>	<b>1,348,540</b>	<b>248,910</b>	<b>325,280</b>	<b>3,014,150</b>

### Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
<b>Recreation and Conservation Office Grant (RCO)</b>							
P2 Union Stump Memorial Park	20,000			20,000			
P5 Trail System Development	300,000		100,000	100,000	100,000		
P6 BMX Park Course	210,000						210,000
P7 Lake Sawyer Regional Park	1,500,000						1,500,000
P9 Ginder Creek Acquisition	175,000	175,000					
P10 Jones Lake Acquisition	200,000			200,000			
<b>King County Grant</b>							
P3 Lake Sawyer Boat Launch Improvements	668,000			668,000			
<b>Total Grant Funding</b>	<b>3,073,000</b>	<b>175,000</b>	<b>100,000</b>	<b>988,000</b>	<b>100,000</b>		<b>1,710,000</b>
<b>King County Regional Parks Funding</b>							
P7 Lake Sawyer Regional Park	1,000,000						1,000,000
<b>Total King County Regional Parks Funding</b>	<b>1,000,000</b>						<b>1,000,000</b>
<b>King County Tax Levy for Regional Parks</b>							
P5 Trail System Development	24,000	8,000	8,000	8,000			
<b>Total King County Regional Parks Funding</b>	<b>24,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>			
<b>Grant Matching</b>							
P3 Lake Sawyer Boat Launch Improvements	120,000		20,000	100,000			
<b>Total Grant Matching</b>	<b>120,000</b>		<b>20,000</b>	<b>100,000</b>			
<b>REET I Funding</b>							
P1 Park Signage	12,500	2,500	2,500	2,500	2,500	2,500	
P4 Grant Matching Funds	240,000	40,000	40,000	40,000	40,000	40,000	40,000
P6 BMX Park Course	40,000				20,000	20,000	
P7 Lake Sawyer Regional Park	75,000				75,000		
P8 Tree City USA	3,600	500	500	500	700	700	700
<b>Total REET I Funding</b>	<b>371,100</b>	<b>43,000</b>	<b>43,000</b>	<b>43,000</b>	<b>138,200</b>	<b>63,200</b>	<b>40,700</b>

# Parks Department

## Capital Improvement Program 2011 - 2016

### Funding Sources, cont.

	Total \$ Project	2011	2012	2013	2014	2015	2016
<b>Impact Fee/SEPA Funding</b>							
P7 Lake Sawyer Regional Park	500,000					250,000	250,000
P10 Jones Lake Acquisition	200,000			200,000			
<b>Total Impact Fee Funding</b>	<b>700,000</b>			<b>200,000</b>		<b>250,000</b>	<b>250,000</b>
<b>In Kind and Permit Fees</b>							
P8 Tree City USA	61,900	7,860	8,260	9,540	10,710	12,080	13,450
<b>Total In-kind and Permit Fees</b>	<b>61,900</b>	<b>7,860</b>	<b>8,260</b>	<b>9,540</b>	<b>10,710</b>	<b>12,080</b>	<b>13,450</b>
<b>10 year Loan Program</b>							
P9 Ginder Creek Acquisition	125,000	125,000					
<b>Total In-kind and Permit Fees</b>	<b>125,000</b>	<b>125,000</b>					
<b>Total Parks Projects</b>	<b>5,475,000</b>	<b>358,860</b>	<b>179,260</b>	<b>1,348,540</b>	<b>248,910</b>	<b>325,280</b>	<b>3,014,150</b>
<b>Non Capital Operating Costs</b>							
	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Maintenance	50,000		10,000	10,000	10,000	10,000	10,000
Debt Pay REET I for Ginder Creek Land	79,550		15,910	15,910	15,910	15,910	15,910
<b>TOTAL OPERATING</b>	<b>129,550</b>		<b>25,910</b>	<b>25,910</b>	<b>25,910</b>	<b>25,910</b>	<b>25,910</b>



## Capital Improvement Program 2011 - 2016

**Project for the Parks Department # P1**

### **PROJECT TITLE** Park Signage

#### **DESCRIPTION**

Park facilities throughout the City of Black Diamond.

#### **BACKGROUND**

The City updated its Parks comprehensive plan and rules within the past few years. Signage has been identified as crucial to informing the public with regard to these facilities. This money will be utilized to update signage within these facilities. The focus will be on South 312th Street, Lake Sawyer Boat Launch and the Regional Park at the south end of Lake Sawyer.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay	12,500	2,500	2,500	2,500	2,500	2,500	
Permitting							
Transfer Reserves							
<b>TOTAL COSTS</b>	<b>\$12,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants							
Water Connection/Res							
Wastewater Connection/Res							
Stormwater Connection/Res							
Street Funds							
Impact Fees							
REET I	12,500	2,500	2,500	2,500	2,500	2,500	
REET II							
King County Regional Parks							
Other - Grant Matching							
<b>TOTAL SOURCES</b>	<b>\$12,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	





# Capital Improvement Program 2011 - 2016

**Project for the Parks Department # P2**

## **PROJECT TITLE Union Stump Memorial Park**

### **DESCRIPTION**

Union Stump Memorial Park is located at the corner of Cemetery Road and Roberts Drive. It is a very small park.

### **BACKGROUND**

Park was established at the turn of the century. Fencing was repaired in 2009, leaving formal parking to be established. This project includes design of the parking area in 2013.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	20,000			20,000			
Capital Outlay							
Permitting							
Transfer Reserves							
<b>TOTAL COSTS</b>	<b>\$20,000</b>			<b>\$20,000</b>			
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants	20,000			20,000			
Water Connection/Res							
Wastewater Connection/Res							
Stormwater Connection/Res							
Street Funds							
Impact Fees							
REET I							
REET II							
King County Regional Parks							
Other - Grant Matching							
General Fund Transfer							
Other							
<b>TOTAL SOURCES</b>	<b>\$20,000</b>			<b>\$20,000</b>			



## Capital Improvement Program 2011 - 2016

Project for the

Parks

Department

# P3

### PROJECT TITLE Lake Sawyer Boat Launch Improvements

#### DESCRIPTION

Existing boat launch facility on the west end of Lake Sawyer off of 296th Avenue.

#### BACKGROUND

Low-impact parking addition was completed in 2009 with the use of grants awarded by King County and the King Conservation District. A small portion of City funds were utilized in order to complete the project. 100% design will be completed by summer of 2010. Small maintenance project on the boat launch will be needed in order to ensure safe ingress and egress for boats using the lake. Major improvements scheduled for 2013.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	768,000			768,000			
Capital Outlay							
Permitting Costs	20,000		20,000				
Transfer Reserves							
Other							
<b>TOTAL COSTS</b>	<b>\$788,000</b>		<b>\$20,000</b>	<b>\$768,000</b>			
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
King County Grant	668,000			668,000			
KC Conservation Grant							
Water Connection/Res							
Wastewater Connection/Res							
Stormwater Connection/Res							
Street Funds							
Impact Fees							
REET I							
REET II							
King County Regional Parks							
Other - Grant Matching	120,000		20,000	100,000			
<b>TOTAL SOURCES</b>	<b>\$788,000</b>		<b>\$20,000</b>	<b>\$768,000</b>			





## Capital Improvement Program 2011 - 2016

Project for the

Parks

Department

# P4

### PROJECT TITLE

### Grant Matching Funds

#### DESCRIPTION

Funds earmarked for matching grant requirements for Parks, Recreation and Open Space projects throughout the City of Black Diamond.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay							
Permitting							
Transfer Reserves	240,000	40,000	40,000	40,000	40,000	40,000	40,000
<b>TOTAL COSTS</b>	<b>240,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants							
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Impact Fees							
REET I	240,000	40,000	40,000	40,000	40,000	40,000	40,000
REET II							
King County Regional Parks							
Other - Grant Matching							
General Fund Transfer							
<b>TOTAL SOURCES</b>	<b>240,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>



## Capital Improvement Program 2011 - 2016

**Project for the** **Parks** **Department** **# P5**

### **PROJECT TITLE** **Trail System Development**

#### **DESCRIPTION**

Specific area of interest includes large-scale trail improvement throughout the City connecting master planned communities and downtown area.

#### **BACKGROUND**

A major focus in Black Diamond has been creating a town that is walkable and pedestrian friendly. This program will help further this focus. In 2010, a comprehensive trail plan will be completed and allow the City more flexibility in applying for grant resources.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Trail Improvements	24,000	8,000	8,000	8,000			
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	300,000		100,000	100,000	100,000		
Capital Outlay							
Permitting							
Transfer Reserves							
<b>TOTAL COSTS</b>	<b>\$324,000</b>	<b>\$8,000</b>	<b>\$108,000</b>	<b>\$108,000</b>	<b>\$100,000</b>		
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants	300,000		100,000	100,000	100,000		
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Impact Fees/SEPA							
REET I							
REET II							
King County Regional Parks							
King County Tax Levy	24,000	8,000	8,000	8,000			
Grant Matching and in kind							
<b>TOTAL SOURCES</b>	<b>\$324,000</b>	<b>\$8,000</b>	<b>\$108,000</b>	<b>\$108,000</b>	<b>\$100,000</b>		
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Maintenance	50,000		10,000	10,000	10,000	10,000	10,000
Debt Repayment							
<b>TOTAL OPERATING</b>	<b>50,000</b>		<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>



## Capital Improvement Program 2011 - 2016

Project for the

Parks

Department

# P6

### PROJECT TITLE

### BMX Park Course

#### DESCRIPTION

Circuit course for BMX enthusiasts.

#### BACKGROUND

Expansion needed in general and in order to include the type of bicycles used at skate parks. Construction in 2016 with a State (RCO) grant.

#### CAPITAL PROJECT COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way						
Building Improvements						
Preliminary Engineering	20,000				20,000	
Construction Engineering						
Design Engineering	20,000			20,000		
Construction Costs	200,000					200,000
Capital Outlay						
Permitting	10,000					10,000
Transfer Reserves						
<b>TOTAL COSTS</b>	<b>\$250,000</b>			<b>\$20,000</b>	<b>\$20,000</b>	<b>\$210,000</b>

#### REQUESTED FUNDING

Total \$ Project	2011	2012	2013	2014	2015	2016
Grants (RCO)	210,000					210,000
Water Connection/Reserves						
Wastewater Connection/Reserves						
Stormwater Connection/Reserves						
Street Funds						
Impact Fees						
REET I	40,000			20,000	20,000	
REET II						
King County Regional Parks						
Other - Grant Matching						
General Fund Transfer						
<b>TOTAL SOURCES</b>	<b>\$250,000</b>			<b>\$20,000</b>	<b>\$20,000</b>	<b>\$210,000</b>



## Capital Improvement Program 2011 - 2016

**Project for the Parks Department # P7**

### **PROJECT TITLE** Lake Sawyer Regional Park

**DESCRIPTION** Regional facility on the south end of Lake Sawyer area.

**BACKGROUND** Raw land awaiting development

**COMMENTS** Significant development projects are slated for later years as funding sources are identified. Potential exists for the City Council to pursue impact fees in future years. In the meantime, Grants, REET and other funding sources shall be pursued. The City hopes to partner with the County and other local municipalities on regional park development. 2017 is scheduled for \$2,500,000 (Grant and county monies) to finish project.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering	75,000				75,000		
Construction Engineering	250,000						250,000
Design Engineering	250,000					250,000	
Construction Costs	2,500,000						2,500,000
Capital Outlay							
Permitting							
Transfer Reserves							
<b>TOTAL COSTS</b>	<b>\$3,075,000</b>				<b>\$75,000</b>	<b>\$250,000</b>	<b>\$2,750,000</b>
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants	1,500,000						1,500,000
Water Connection/Res							
Wastewater Connection/Res							
Stormwater Connection/Res							
Street Funds							
Impact Fees/SEPA	500,000					250,000	250,000
REET I							
REET II							
King County Regional Parks	1,000,000						1,000,000
Other - Grant Matching	75,000				75,000		
General Fund Transfer							
<b>TOTAL SOURCES</b>	<b>\$3,075,000</b>				<b>\$75,000</b>	<b>\$250,000</b>	<b>\$2,750,000</b>





## Capital Improvement Program 2011 - 2016

**Project for the Parks Department # P8**

### PROJECT TITLE Tree City USA Money Fund

#### DESCRIPTION

We want to become a Tree City USA.

#### BACKGROUND

The Tree City USA® program, sponsored by the Arbor Day Foundation in cooperation with the USDA Forest Service and the National Association of State Foresters, provides direction, technical assistance, public attention, and national recognition for urban and community forestry programs in thousands of towns and cities.

#### COMMENTS

To qualify for Tree City USA, a town or city must meet four standards established by The Arbor Day Foundation and the National Association of State Foresters. These standards were established to ensure that every qualifying community would have a viable tree management plan and program. There are four standards that a community must meet in order to achieve the Tree City USA designation. They include establishing a tree board or department, writing a Tree Care Ordinance, commit at least \$2 per capita annually the community forestry program and celebrate Arbor Day. There are many "green" benefits to this valuable program. The in-kind costs will be volunteer labor.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Construction Costs	61,900	7,860	8,260	9,540	10,710	12,080	13,450
Capital Outlay	3,600	500	500	500	700	700	700
Permitting							
Transfer reserves							
<b>TOTAL COSTS</b>	<b>\$65,500</b>	<b>\$8,360</b>	<b>\$8,760</b>	<b>\$10,040</b>	<b>\$11,410</b>	<b>\$12,780</b>	<b>\$14,150</b>
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
REET I	3,600	500	500	500	700	700	700
REET II							
King County Regional Parks							
Other - Grant Matching							
In-kind and development permit fe	61,900	7,860	8,260	9,540	10,710	12,080	13,450
<b>TOTAL SOURCES</b>	<b>\$65,500</b>	<b>\$8,360</b>	<b>\$8,760</b>	<b>\$10,040</b>	<b>\$11,410</b>	<b>\$12,780</b>	<b>\$14,150</b>
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Maint							
Debt Repayment							
<b>TOTAL OPERATING</b>							
Population at \$2 per Capita		4,180	4,380	5,020	5,705	6,390	7,075



# Capital Improvement Program 2011 - 2016

**Project for the** **Parks** **Department** **# P9**

**PROJECT TITLE** **Ginder Creek Acquisition**

**DESCRIPTION**

Property acquisition to ensure connectivity Ginder Creek Property.

**BACKGROUND**

King County Conservation Futures has earmarked \$175,000 for Jones Lake but we can request it be transferred to the Ginder Creek Land Project.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way	300,000	300,000					
Building Improvements							
Preliminary Engineering							
Design Engineering							
Construction Engineering							
Construction Costs							
Capital Outlay							
Permitting							
Transfer reserves							
<b>TOTAL COSTS</b>	<b>\$300,000</b>	<b>\$300,000</b>					
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants	175,000	175,000					
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Impact Fees							
REET I							
REET II							
King County Regional Parks							
Other - Grant Matching							
Loan Program (10 year)	125,000	125,000					
<b>TOTAL SOURCES</b>	<b>\$300,000</b>	<b>\$300,000</b>					
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Maintenance							
10 Year 5% Loan Repay REET I	79,550		15,910	15,910	15,910	15,910	15,910
<b>TOTAL OPERATING</b>	<b>79,550</b>		<b>15,910</b>	<b>15,910</b>	<b>15,910</b>	<b>15,910</b>	<b>15,910</b>



# Capital Improvement Program 2011 - 2016

**Project for the** **Parks** **Department** **# P10**

**PROJECT TITLE** **Jones Lake Acquisition**

**DESCRIPTION**

Private property surrounding Jones Lake complex.

**BACKGROUND**

The City of Black Diamond has a strong interest in maintaining the open space that currently exists around Jones Lake. This fund will help the City acquire this property for future generations to enjoy.

**CAPITAL PROJECT COSTS**

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	400,000			400,000			
Building Improvements							
Preliminary Engineering							
Design Engineering							
Construction Engineering							
Construction Costs							
Capital Outlay							
Permitting							
Transfer reserves							
<b>TOTAL COSTS</b>	<b>\$400,000</b>			<b>\$400,000</b>			

**REQUESTED FUNDING**

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	200,000			200,000			
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Impact Fees	200,000			200,000			
REET I							
REET II							
King County Regional Parks							
Other - Grant Matching							
General Fund Transfer							
<b>TOTAL SOURCES</b>	<b>\$400,000</b>			<b>\$400,000</b>			

**NON CAPITAL OPERATING COSTS**

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Maintenance							
Debt Repayment							
<b>TOTAL OPERATING</b>							



# Police Department





## Capital Improvement Program 2011 - 2016

Project for the

**Facilities & Administration**

**# A2**

### PROJECT TITLE

### Reroof Police Building

#### DESCRIPTION

The Police building roof will need to be replaced within the next six years. The existing roof has four layers, so it will need to be a replacement.

	Total \$ Requested	2011	2012	2013	2014	2015	2016
<b>CAPITAL PROJECT COSTS</b>							
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	20,000						20,000
Capital Outlay							
Contingency							
Other							
<b>TOTAL COSTS</b>	\$20,000						\$20,000
<b>REQUESTED FUNDING</b>							
	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants (PSE)							
Water Connection/Res							
Wastewater Connection/Res							
Stormwater Connection/Res							
Street Funds							
Impact Fees							
REET I	20,000						20,000
REET II							
PW Trust Fund							
PSE Grant							
BFB Carryover							
<b>TOTAL SOURCES</b>	\$20,000						\$20,000



## Capital Improvement Program 2011 - 2016

Project for the

Information Technology

# 12

### PROJECT TITLE

### Police Technology Capital

#### DESCRIPTION

Variety of technology for Police and for the Court, PC purchases, network upgrades for hard and software, and replacement of printers and copiers.

#### COMMENTS

Laptops for all officers. General technology needs in years after.

#### CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Laptops	13,200			4,400		4,400	4,400
Personal Computers			1,200	1,200		1,200	1,200
Routers, servers and Operating System Upgrades & record sys	57,000	12,000	7,000	8,500	12,000	10,000	7,500
<b>TOTAL COSTS</b>	<b>75,000</b>	<b>\$12,000</b>	<b>\$8,200</b>	<b>\$14,100</b>	<b>\$12,000</b>	<b>\$15,600</b>	<b>\$13,100</b>

#### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants (TIB)							
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Impact Fees							
REET I	75,000	12,000	8,200	14,100	12,000	15,600	13,100
REET II							
BFB Wastewater Loan Carryover							
<b>TOTAL SOURCES</b>	<b>75,000</b>	<b>\$12,000</b>	<b>\$8,200</b>	<b>\$14,100</b>	<b>\$12,000</b>	<b>\$15,600</b>	<b>\$13,100</b>

#### NON CAPITAL OPERATING COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Debt Repayment REET I Record Sys	127,200	43,200	42,400	41,600			
<b>TOTAL OPERATING</b>	<b>127,200</b>	<b>43,200</b>	<b>42,400</b>	<b>41,600</b>			



# Police Department

## Capital Improvement Program 2011 - 2016

### Expenditure Summary

### Police Vehicle Replacement #L1

#### CAPITAL PROJECT COSTS BY PROJECT

	Total \$ Requested	2011	2012	2013	2014	2015	2016
L1 Vehicle Replacement Program	405,000	40,000	42,000	90,000	92,000	94,000	47,000
<b>TOTAL COSTS</b>	<b>405,000</b>	<b>\$40,000</b>	<b>\$42,000</b>	<b>\$90,000</b>	<b>\$92,000</b>	<b>\$94,000</b>	<b>\$47,000</b>

### Funding Sources

#### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Real Estate Excise Tax I	405,000	40,000	42,000	90,000	92,000	94,000	47,000
<b>TOTAL SOURCES</b>	<b>405,000</b>	<b>\$40,000</b>	<b>\$42,000</b>	<b>\$90,000</b>	<b>\$92,000</b>	<b>\$94,000</b>	<b>\$47,000</b>

#### Replacement Schedule

Car 15	2003 Ford
Car 11	2006 Ford
Car K9	2006 Ford
Car 28	2009 Charger
Car 23	2007 Dodge
Car 21	2006 Ford
Car 22	2007 Dodge
Car 20	2006 Ford
Car 24	2008 Dodge

2011	2012	2013	2014	2015	2016
40,000					
		45,000			
	42,000				
					47,000
			46,000		
				47,000	
			46,000		
		45,000			
				47,000	

# Fire Department





# Fire Department

## Capital Improvement Program 2011 - 2016

### Expenditure Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
F1 Fire Engine 981 - Replace	600,000			600,000			
F2 Fire Aid Car - Replace	175,000						175,000
F3 Fire Brush-Truck Chassis	85,000						85,000
F4 Fire Station 99 Design/Engr - Rep	30,000	5,000	25,000				
<b>TOTAL EXPENDITURES</b>	<b>890,000</b>	<b>5,000</b>	<b>25,000</b>	<b>600,000</b>			<b>260,000</b>

### Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
<b>Loan Program</b>							
F1 Fire Engine 981 - Replace	600,000			600,000			
F2 Fire Aid Car - Replace	175,000						175,000
F3 Fire Brush-Truck Chassis	85,000						85,000
<b>Total Loans</b>	<b>860,000</b>			<b>600,000</b>			<b>260,000</b>
<b>REET I</b>							
F4 Fire Station 99 Design/Engr - Rep	30,000	5,000	25,000				
<b>Total REET 1 Funding</b>	<b>30,000</b>	<b>5,000</b>	<b>25,000</b>				
<b>Total Fire Department Projects</b>	<b>890,000</b>	<b>5,000</b>	<b>25,000</b>	<b>600,000</b>			<b>260,000</b>

### NON CAPITAL OPERATING COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Other							
Debt Repayment REET I	170,820				56,940	56,940	56,940
<b>TOTAL OPERATING</b>	<b>170,820</b>				<b>\$56,940</b>	<b>\$56,940</b>	<b>\$56,940</b>



# Capital Improvement Program 2011 - 2016

Project for the

**Fire Department**

**# F1**

## PROJECT TITLE

## Fire Engine 981 - Replace

### DESCRIPTION

Replace reserve engine #981 and extend the service life of the present front-line engine.

### BACKGROUND

Engine 981 is a 1986 Pierce custom built for Kent Fire and later purchased by Black Diamond. It is four years older than the nationally recommended service life and has been driven more than 150,600 miles and used more than 12,000 hours.

### COMMENTS

Replacing 981 extends the service life of the newest engine by moving it to reserve status. This project could be financed for \$600,000 for 15 years at a rate of 5%. The engine would need to be ordering in late 2011 (18 month build time) for delivery in 2013 and payments for 15 years to begin in 2014.

### CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Design Engineering							
Construction Engineering							
Construction Costs							
Capital Outlay	600,000			600,000			
Contingency							
Other							
<b>TOTAL COSTS</b>	<b>600,000</b>			<b>\$600,000</b>			

### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants (Identify)							
Water Connection Fees/Res							
Wastewater Connection Fees/Res							
Stormwater Connection Fees/Res							
Street Funds							
Impact Fees							
REET I							
REET II							
Loan	600,000			600,000			
Other							
<b>TOTAL SOURCES</b>	<b>600,000</b>			<b>\$600,000</b>			

### NON CAPITAL OPERATING COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Other							
Debt Repayment REET I	170,820				56,940	56,940	56,940
<b>TOTAL OPERATING</b>	<b>170,820</b>				<b>56,940</b>	<b>56,940</b>	<b>56,940</b>



## Capital Improvement Program 2011 - 2016

Project for the

Fire Department

# F2

### PROJECT TITLE

### Fire Aid Car - Replace

#### DESCRIPTION

Replace Aid 98 to provide reliable patient transport capability.

#### BACKGROUND

Aid 98 is a 1994 Ford purchased by City surplus from King County Medic One. This vehicle shows over 143,160 miles. This is the only aid car owned by the City and maintenance costs are expected to increase with age in continued front-line use.

#### COMMENTS

Cost projections of \$175,000 include the purchase price and a ten year loan assuming a 5% interest rate.

#### CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay	175,000						175,000
Contingency							
Other							
<b>TOTAL COSTS</b>	<b>\$175,000</b>						<b>\$175,000</b>

#### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants (Identify)							
Water Connection Fees/Res							
Wastewater Connection Fees/Res							
Stormwater Connection Fees/Res							
Street Funds							
Impact Fees							
REET I							
REET II							
Loan	175,000						175,000
Other							
<b>TOTAL SOURCES</b>	<b>\$175,000</b>						<b>\$175,000</b>

#### NON CAPITAL OPERATING COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Other							
Debt Repayment - REET I 10 yrs							
<b>TOTAL OPERATING</b>							





## Capital Improvement Program 2011 - 2016

Project for the

**Fire Department**

**# F3**

### **PROJECT TITLE** Fire Brush-Truck Chassis

#### **DESCRIPTION**

Replace chassis of Brush 98 to improve safety and increase the usefulness of the vehicle. The standard chassis is too small, allowing only a half fill.

#### **BACKGROUND**

Present vehicle, while relatively new and low mileage, exceeds manufacturers gross vehicle weight when fully loaded with water. A heavier duty chassis increases the quantity of water safely carried by the vehicle and the "Class A" foam system improves efficiency of the water used.

#### **COMMENTS**

Selling the present chassis as surplus equipment helps offset the estimated \$85,000 project cost which includes 5 years of financing at 5% interest rate through the State LOCAL loan program.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay	85,000						85,000
Contingency							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>85,000</b>						<b>\$85,000</b>
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants (Identify)							
Water Connection Fees/Res							
Wastewater Connection Fees/Res							
Stormwater Connection Fees/Res							
Street Funds							
Impact Fees							
REET I							
REET II							
Loan	85,000						85,000
Other							
<b>TOTAL SOURCES</b>	<b>85,000</b>						<b>\$85,000</b>
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Debt Repayment REET 1							
<b>TOTAL OPERATING</b>							





## Capital Improvement Program 2011 - 2016

Project for the

**Fire Department**

**# F4**

### **PROJECT TITLE** Fire Station 99 Design/Engr - Replace

#### **DESCRIPTION**

Replace Station 99 with a suitable facility in the Old Town area. Preliminary studies and engineering will be done in 2011 - 2012 time frame with construction to begin in the future.

#### **BACKGROUND**

Existing Station 99 does not provide adequate facilities for 24 hour occupancy. Apparatus bay doors, though widened in 2009, are not of sufficient size to accommodate modern fire apparatus. Project will begin with a site survey in 2012.

#### **COMMENTS**

REET I is one method to fund the preliminary work. The preliminary design and engineering in 2011-2012 will determine where the station will be, possible funding sources and land needed.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering	30,000	5,000	25,000				
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay							
Contingency							
Study							
<b>TOTAL COSTS</b>	30,000	\$5,000	\$25,000				
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants (Identify)							
Water Connection Fees/Res							
Wastewater Connection Fees/Res							
Stormwater Connection Fees/Res							
Street Funds							
Impact Fees							
REET I	30,000	5,000	25,000				
REET II							
Loan							
Other							
<b>TOTAL SOURCES</b>	30,000	\$5,000	\$25,000				
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Debt Repayment							
<b>TOTAL OPERATING</b>							



# CITY OF BLACK DIAMOND

## 2010 Schedule 2011 – 2016 Capital Improvement Plan (CIP)

	Process	Internal Due Date	Committee Meetings	Workshops	City Council Meetings
1	CIP Planning Meeting with Mayor/Brenda	March 23			
2	CIP Call letter to affected departments (include goals, rules and timelines)	April 2			
3	Finance prepares operating revenue sources for affected funds such as Street, Sewer, Water, Drainage and General Government	April 9			
4	Departments prepare detailed requests and submit to City Administration and Finance	April 14			
5	Finance prepares Draft Spreadsheet combining revenues and department requests for Internal review with Administration	April 19			
6	Administration and Finance meet departments to review options	April 20 - 23			
7	CIP Committee Meeting for Public Safety (Leih, Bill)		April 29 4:30		
8	CIP Committee Meeting for Finance (Gen Govt) (Kristine, Craig)		April 30 9:00		
9	CIP Committee Meeting for Parks (Craig, William)		April 30 2:30		
10	CIP Committee Meeting for Public Works (Kristine, William)		May 11 3:30		
11	CIP Council Workshop Non Public Works			May 13 Special Mtg 5:00	
12	CIP Council Workshop: Public Works			May 27 Special Mtg 5:00	
13	Public Hearings on proposed 2011 – 2016 CIP				June 3
14	Council adopts 2011 – 2016 CIP				June 17 or July 1

Regular scheduled Council meeting are in **BOLD**

# City of Black Diamond



## Public Works

### Capital Improvement Plan 2011 – 2016

City Council Workshop  
May 27, 2010

## Public Works CIP 2011 – 2016 Table of Contents

Overview of the Capital Improvement Plan	1
Public Works Department Summary	3
Real Estate Excise Tax Rules	4
REET II Revenue Analysis	5
Public Works Project Summary	7
Public Works Revenue Summary	8
List of Projects and Funding Types	9
<b>Street Summary</b>	12
T1 General Street Improvement	14
T2 Lawson St. and Newcastle Dr. Repair	15
T3 Jones Lake Road regarding and paving	16
T4 Roberts Dr Sidewalk Link	17
T5 SE 288 <sup>th</sup> St Overlay	18
T6 SR 169 Widening Lawson/Baker	19
T7 Roberts Drive Reconstruction	20
T8 Pacific St Neighborhood Improvement.	21
T9 Intersection Impr Morganville	22
T10 Grant Matching Fund	23
T11 SR 169 Gateway Corridor Improvement	24
T12 Roberts Drive State Route 169 Roundabout	25
<b>Water Summary</b>	26
W1 Springs Transmission Main Repl Phase 1	28
W2 Springs Transmission Main Repl Phase 2	29
W3 Meter Replacement Program	30
W4 Fire Flow Loop to N. Commercial Area	31
W5 Public Works Facilities Study	32
<b>Wastewater Summary</b>	33
S1 Infiltration and Inflow Reduction Program	35
S2 Replace Old Lawson Lift Station	36
S3 Cedarbrook Sewer Main	37
S4 W Black Diamond Wastewater Lift Station	38
S5 Morganville Wastewater Lift Station Impr.	39
S6 Morganville Force Main Reroute	40
S7 S Black Diamond Wastewater Trunk Extension	41
<b>Stormwater Summary</b>	42
D1 Street Sweeper	44
D2 Rock Creek Wetland/L Sawyer Basin Study	45
D3 Public Works Yard Improvements	46
D4 Ginder Creek Stormwater Treatment Pond	47
D5 Lake Sawyer Road Culvert and Guardrail	48
<b>CIP Calendar</b>	49



# Overview of the Capital Improvement Program

## What is the Capital Improvement Program?

A Capital Improvement Program (CIP) is a roadmap that provides direction and guidance for carefully planning and managing Black Diamond's capital and infrastructure assets. It is an investment in the future of our community.

This document presents the proposed plan for major public facility improvements that will be implemented over the next six fiscal years. The projects included in the fiscal 2011-2016 CIP are consistent with the City Council's priorities and address the needs for the acquisition, rehabilitation, and expansion of the City's infrastructure and capital assets.

The City of Black Diamond Capital Improvement Program (CIP) addresses the growing needs of the City and enhances the quality of life through major public improvement projects.

Capital Projects are listed in the CIP by number, according to each major program area. For each project there is an estimated start and completion date that has been projected by the city department in charge of the improvement. The CIP also shows the total cost of the project and the amount allocated to the project for each year of the plan. Identifying capital projects and their anticipated funding sources assists in the planning and scheduling of finances for projects and the manpower needed to plan, design and construct the projects.

Examples of projects in Black Diamond's six-Year CIP include street rehabilitation, water projects, wastewater facilities, park improvements, a fire station and equipment, police capital needs, and public building construction and improvement. Land purchases are also included in CIP planning since it is considered a capital asset.

These projects are usually long-term in nature (over one year) to complete and are frequently financed over a period of time. Typically, a CIP project has a dollar amount over \$10,000.

## How are projects in the Capital Improvement Program paid for?

The six-year CIP is a format by which the City uses to review the funding of desired capital improvements that compete for scarce financial resources. Generally, funding for capital improvements is provided through Real Estate Excise Tax revenue (REET), capital reserves, public trust fund loans, grants, impact fees and developer funding.

## Types of Capital Projects

Capital projects are essential to the delivery of many of the City's core services. The capital projects in each major department are described below.

- Transportation The road system in Black Diamond is a vital infrastructure to city residents, visitors and commuters. This infrastructure includes roads, bridges, bike lanes and sidewalks. The responsibility for the funding and construction of transportation infrastructure is usually shared with developers in the form of impact fees, as new development has need for additional transportation improvements. A good deal of funding for street improvement comes from Real Estate Excise Taxes.
- Parks and Recreation There are regional and local parks in Black Diamond as well as bike and hiking trails, a skate park and a BMX Course. Outdoor enthusiasts choose to live in Black Diamond for the natural beauty of the surroundings and sporting opportunities. Park improvements are primarily financed by Real Estate Excise Taxes, grants and developer contributions.

- Utilities The City provides water, sewer and stormwater utility services to residents and businesses. Capital Facilities include sewer treatment facilities, transmission systems and storm water detention facilities. Developers contribute to these projects, as growth requires infrastructure expansion. Capital reserves, grants, loans and Real Estate Excise Taxes also provide funding for utilities in Black Diamond.
- Public Safety Capital facilities and equipment are required to deliver core City services of Police and Fire. These facilities include the fire and police stations, vehicles and major equipment. Funding for these capital projects largely comes from Real Estate Excise Taxes and reserves.
- General Capital The City is responsible for funding the construction and maintenance of city buildings and facilities. Included are technological capital projects that provide better services and communication at the City. These capital costs are largely funded through Real Estate Excise Taxes.

### **Growth Management Act and Land Use Policies**

Comprehensive planning is required in Washington State since the Growth Management Act (GMA) was adopted by the legislature in 1990. The objective of the Act is to limit sprawl, protect sensitive areas and promote efficient and effective delivery of public services by concentrating population, industry and public services in urban areas. The City is anticipating two development areas in Black Diamond, The Villages and Lawson Hills. These planned developments have a huge impact on the City's Capital Improvement Program, as up to 6,000 new homes may be built eventually in those new neighborhoods.

### **Level of Service**

The number and type of capital facilities needed to serve Black Diamond is directly related to the level of public service provided. The level of service is established by City Council and the City's Comprehensive Plan.

### **Maintenance and Funding Constraints**

Once completed and placed in service, capital facilities must be maintained. Funding for the maintenance of capital projects for City Utilities are funded with user fees in the respective operating budgets. Maintenance funding for projects are funded through current operations, not the capital budget. For that reason the availability of funding for future maintenance must be considered when preparing the capital budget.

### **Development and Approval Process**

The Capital Improvement Plan is updated annually. Each year individual projects are submitted by department directors. They use a template provided by Finance staff. These requests include an update of current projects and projections on new projects and anticipated costs. Each project must have specific funding sources identified. The Mayor, Finance Director and Management meet to balance projects to available funding. After several Council Committee meetings, workstudy sessions and a public hearing, then the proposed plan is brought before Council for approval. The Capital Improvement Calendar for 2011 – 2016 is part of this document in the appendix section.



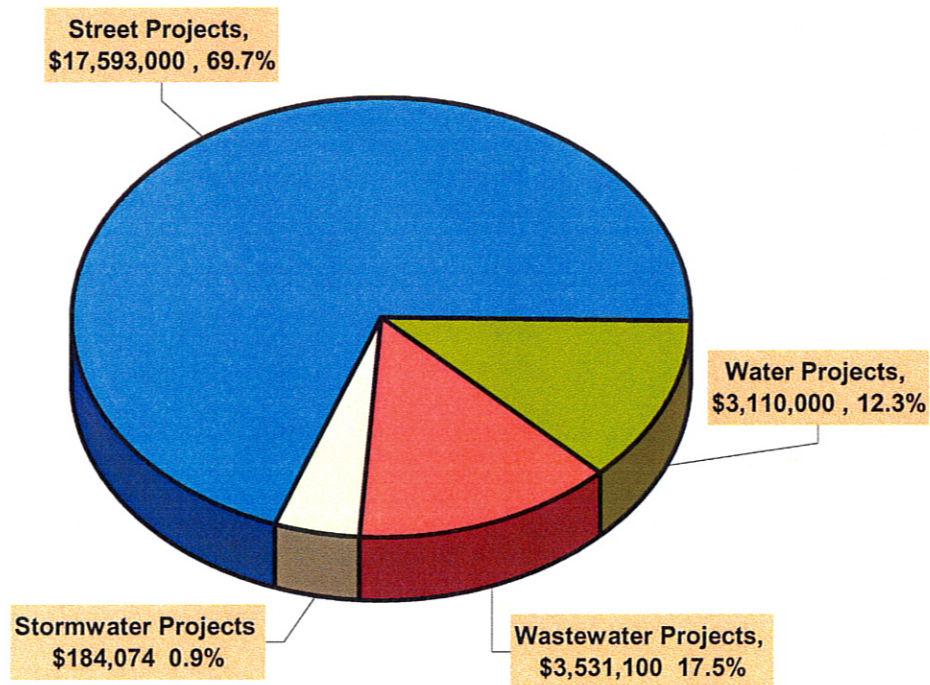


# Public Works Department Summary

## Capital Improvement Program 2011 - 2016

Departments	Total \$ Project	2011	2012	2013	2014	2015	2016
Street Projects	17,593,000	120,000	300,000	660,000	990,000	3,210,000	12,313,000
Water Projects	3,110,000	290,000	1,220,000		800,000	800,000	
Wastewater Projects	3,400,000	180,000	230,000	250,000	300,000	770,000	1,670,000
Stormwater Projects	1,120,000		90,000	55,000	550,000	5,000	420,000
<b>TOTAL Project COSTS</b>	<b>\$25,223,000</b>	<b>\$590,000</b>	<b>\$1,840,000</b>	<b>\$965,000</b>	<b>\$2,640,000</b>	<b>\$4,785,000</b>	<b>\$14,403,000</b>

**Public Works CIP by Department**  
**Total: \$25,223,000**





## Black Diamond Real Estate Excise Tax Approved Uses

REET I	REET II
Public Buildings and other capital projects – Improvements, planning and major maintenance	Streets, Parks and Utilities Infrastructure Improvements, planning and major maintenance
Acquisition of buildings and open space	Not Allowed: land purchases for Parks Acquisition
Less Restrictive	More Restrictive
Must be included in the City's Capital Improvement Plan	Must be included in the City's Capital Improvement Plan

### REET I – First .25% Real Estate Excise Tax

To fund capital projects with REET I monies the project must be listed in the Capital Facilities Plan element of the City's Comprehensive Plan.

"Capital projects" are defined as: those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets; roads; highways; sidewalks; street and road lighting systems; traffic signals; bridges; domestic water systems; storm and sanitary sewer systems; parks; recreational facilities; law enforcement facilities; fire protection facilities; trails; libraries; administrative and judicial facilities...."

Planning for projects such as design costs are approved for this funding. Maintenance costs can be included if it is considered major maintenance, for example, a new roof for a city building.

### REET II - Second .25% Real Estate Excise Tax

To fund capital projects with REET II monies the project must be listed in the Capital Facilities Plan element of the City's Comprehensive Plan.

REET II monies are more restrictive and are limited to the construction and maintenance of streets, parks, and utilities infrastructure. (police, fire, judicial and administration capital are excluded from this funding)

REET II funded projects must be of a public works nature for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.

The acquisition of land for parks is not a permitted use of REET II receipts, although it is a permitted use for street, water and sewer projects.





# REET II ANALYSIS SUMMARY

## Capital Improvement Program 2011 - 2016

Key to Projects in the CIP:  
 A= Administration  
 T = Street  
 S = Wastewater  
 D = Stormwater  
 W = Water

### Real Estate Excise Tax Analysis

### REET II - REVENUE ANALYSIS

	Info Only	2011-2016 Summay Total	2011	2012	2013	2014	2015	2016
<b>Beginning Fund Balance</b>	819,237		535,537	376,537	208,037	331,037	211,037	216,037
1/4 of 1% REET	30,000		30,000	50,000	200,000	250,000	250,000	250,000
Interest	9,800		1,000	1,500	3,000	5,000	5,000	5,000
Carryover Beginning Fund Balance								
Transfer out to Gen Fund Capital Projects			(70,000)	(80,000)				
<b>Available Balance</b>	<b>859,037</b>		<b>496,537</b>	<b>348,037</b>	<b>411,037</b>	<b>586,037</b>	<b>466,037</b>	<b>471,037</b>
<b>REET II Projects</b>								
<b>Street Projects</b>								
T2 Lawson St and Newcastle inter. Repair		80,000	80,000					
T3 Jones Lk. Road Regrading and Paving		30,000				30,000		
T4 Roberts Drive Sidewalk link to Morgan St		150,000					120,000	30,000
T5 SE 288th Street Overlay		70,000		70,000				
T7 Roberts Drive Reconstruction		205,000				155,000	50,000	
T8 Pacific Street Neighborhood Improvements		100,000				70,000	30,000	
T9 Intersection Improvements in Morganville		100,000			40,000	60,000		
T10 Grant Matching Fund		270,000	40,000	40,000	40,000	50,000	50,000	50,000
Impact Fee Study	80,000							
Railroad Ave Project	162,100							
Morgan Street Sidewalk Ext	46,400							
232nd Ave SE Repair and Overlay	35,000							
<b>Subtotal</b>		<b>1,005,000</b>	<b>120,000</b>	<b>110,000</b>	<b>80,000</b>	<b>365,000</b>	<b>250,000</b>	<b>80,000</b>
<b>Stormwater Projects</b>								
D3 Public Works Yard Improvements		20,000				10,000		10,000
D5 Lake Sawyer Road Culvert and Guardrail		30,000		30,000				
<b>Subtotal</b>		<b>50,000</b>		<b>30,000</b>		<b>10,000</b>		<b>10,000</b>
<b>Total REET II Projects</b>	<b>323,500</b>	<b>1,055,000</b>	<b>120,000</b>	<b>140,000</b>	<b>80,000</b>	<b>375,000</b>	<b>250,000</b>	<b>90,000</b>
<b>Ending Fund Balance</b>	<b>535,537</b>		<b>376,537</b>	<b>208,037</b>	<b>331,037</b>	<b>211,037</b>	<b>216,037</b>	<b>381,037</b>

REET monies based on Houses sold at \$

\* 80 @250K 266 @300K 285 @350K 285 @350K 285 @350K

\* May also include commercial development, land sales or resale of property



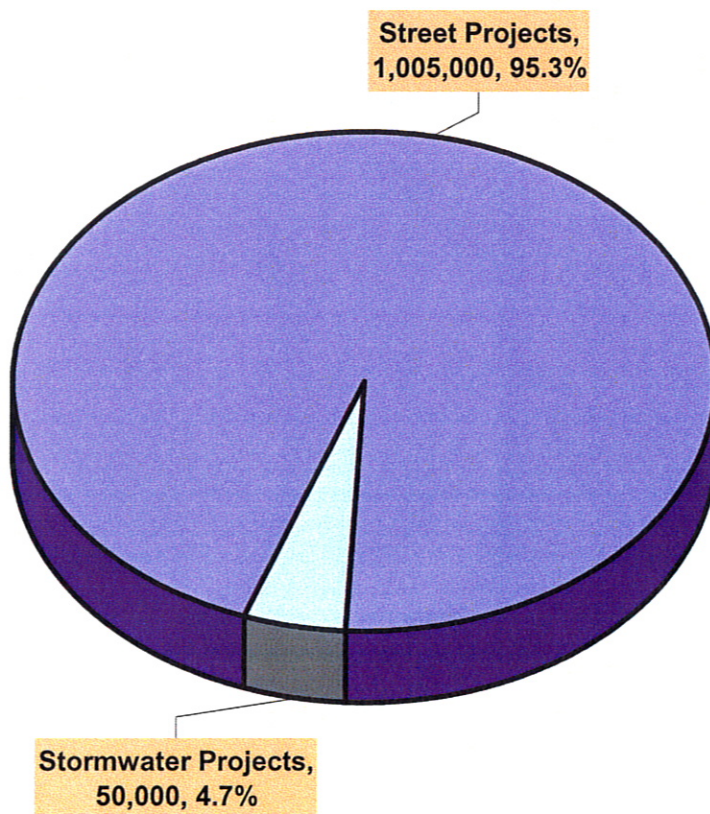
# Public Works REET II Summary

## Capital Improvement Program 2011 - 2016

### REET II

<i>Requested Funding</i>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Street Projects	1,005,000	120,000	110,000	80,000	365,000	250,000	80,000
Stormwater Projects	50,000		30,000		10,000		10,000
<b>TOTAL COSTS</b>	<b>\$1,055,000</b>	<b>\$120,000</b>	<b>\$140,000</b>	<b>\$80,000</b>	<b>\$375,000</b>	<b>\$250,000</b>	<b>\$90,000</b>

**Total: \$1,055,000**







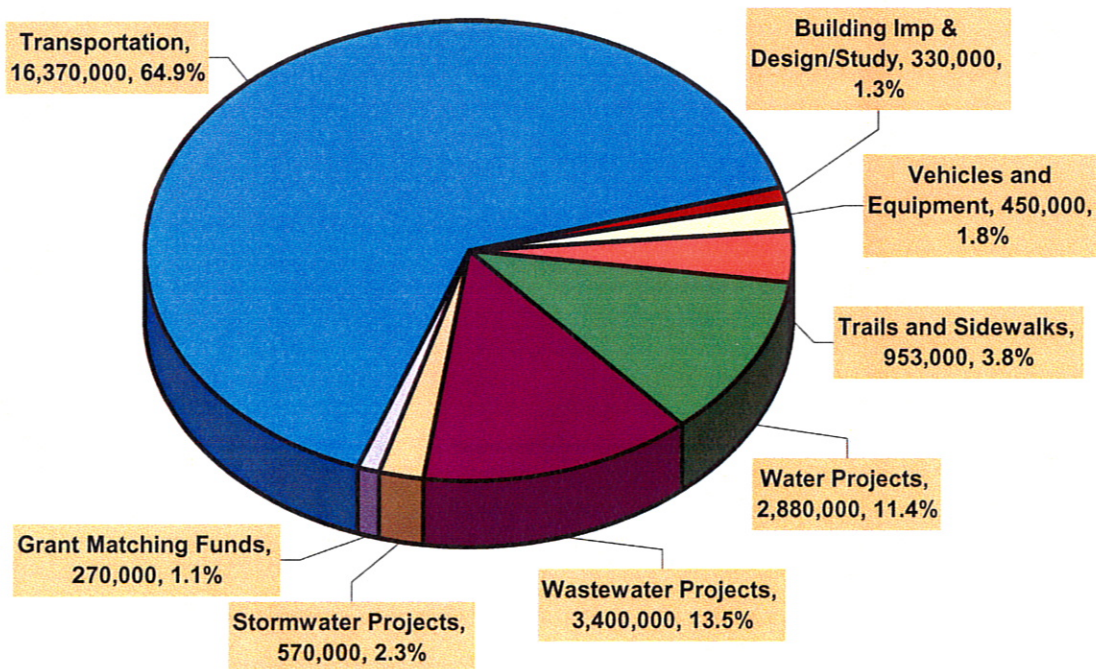
# Public Works Summary

## Capital Improvement Program 2011 - 2016

### EXPENSES

<b>CAPITAL PROJECTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Transportation	16,370,000	80,000	260,000	620,000	940,000	3,040,000	11,430,000
Building Imp & Design/Study	330,000	10,000	40,000	5,000	100,000	5,000	170,000
Vehicles and Equipment	450,000	100,000	100,000				250,000
Trails and Sidewalks	953,000					120,000	833,000
Water Projects	2,880,000	180,000	1,100,000		800,000	800,000	
Wastewater Projects	3,400,000	180,000	230,000	250,000	300,000	770,000	1,670,000
Stormwater Projects	570,000		70,000	50,000	450,000		
Grant Matching Funds	270,000	40,000	40,000	40,000	50,000	50,000	50,000
<b>TOTAL COSTS</b>	<b>\$25,223,000</b>	<b>\$590,000</b>	<b>\$1,840,000</b>	<b>\$965,000</b>	<b>\$2,640,000</b>	<b>\$4,785,000</b>	<b>\$14,403,000</b>

**Public Works Projects Summary: \$25,223,000**





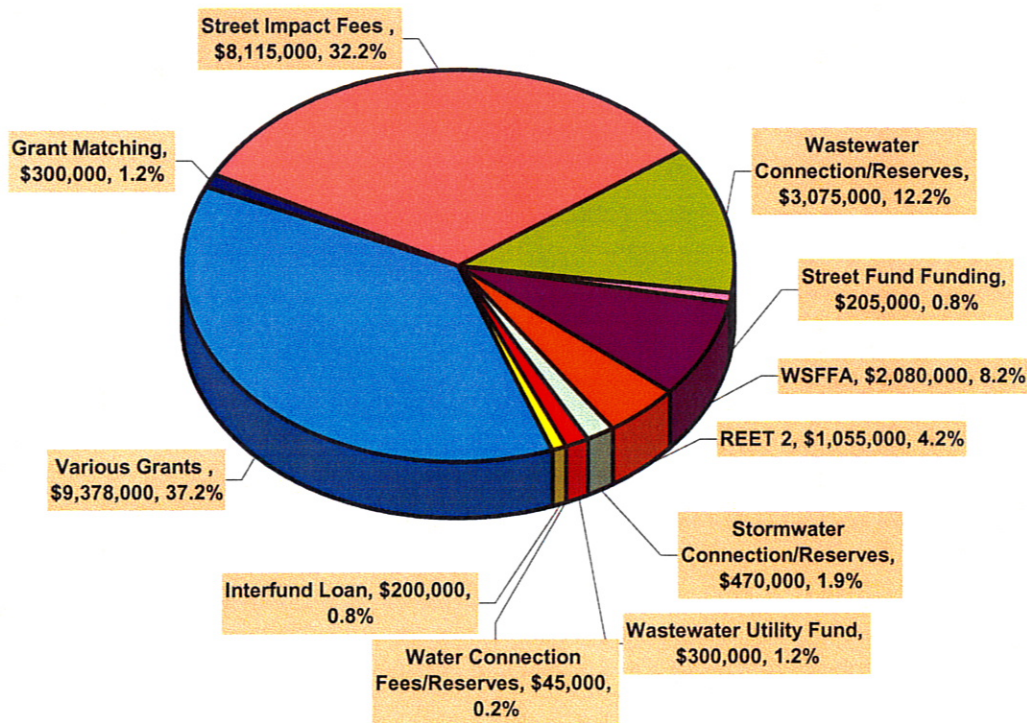
# CIP Public Works Revenue Summary

## Capital Improvement Program 2011 - 2016

### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Various Grants	9,378,000		180,000		435,000	1,160,000	7,603,000
Street Impact Fees	8,115,000			450,000	1,420,000	1,745,000	4,500,000
Wastewater Connection/Reserves	3,075,000	182,500	185,000	200,000	260,000	695,000	1,552,500
WSFFA	2,080,000	180,000	1,100,000			800,000	
REET 2	1,055,000	120,000	140,000	80,000	375,000	250,000	90,000
Stormwater Connection/Reserves	470,000	2,500	45,000	55,000	15,000	5,000	347,500
Wastewater Utility Fund	300,000		50,000	50,000	50,000	75,000	75,000
Grant Matching	300,000			100,000			200,000
Street Fund Funding	205,000	2,500	35,000	30,000	75,000	30,000	32,500
Interfund Loan	200,000	100,000	100,000				
Water Connection Fees/Reserves	45,000	2,500	5,000		10,000	25,000	2,500
<b>TOTAL SOURCES</b>	<b>\$25,223,000</b>	<b>\$590,000</b>	<b>\$1,840,000</b>	<b>\$965,000</b>	<b>\$2,640,000</b>	<b>\$4,785,000</b>	<b>\$14,403,000</b>

### Public Works CIP by Type of Funding Total: \$25,223,000



### Non Capital Operating Costs

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Maint. Costs Infil/WBD Sewer Main	120,000	20,000	20,000	20,000	20,000	20,000	20,000
Maintenance Roberts Drive	30,000				10,000	10,000	10,000
Interfund Debt Repay Water Meters	200,000	40,000	40,000	40,000	40,000	40,000	
<b>Total Operating Public Works</b>	<b>350,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>70,000</b>	<b>70,000</b>	<b>30,000</b>



# CIP Public Works Summary

## Capital Improvement Program 2011 - 2016

Sources	Total \$ Project	2011	2012	2013	2014	2015	2016
1 Grants	9,378,000		180,000		435,000	1,160,000	7,603,000
2 Street Impact, SEPA, Developer Funded	8,115,000			450,000	1,420,000	1,745,000	4,500,000
3 Wastewater Connection Fees/Reserves	3,075,000	182,500	185,000	200,000	260,000	695,000	1,552,500
4 WSSFA	2,080,000	180,000	1,100,000			800,000	
5 Real Estate Excise Taxes II	1,055,000	120,000	140,000	80,000	375,000	250,000	90,000
6 Stormwater Reserves	470,000	2,500	45,000	55,000	15,000	5,000	347,500
7 Wastewater Utility Funding	300,000		50,000	50,000	50,000	75,000	75,000
8 Grant Matching	300,000			100,000			200,000
9 Street Fund	205,000	2,500	35,000	30,000	75,000	30,000	32,500
10 Interfund Loan	200,000	100,000	100,000				
11 Water Connection Fees/Reserves	45,000	2,500	5,000		10,000	25,000	2,500
<b>Total Public Works Capital Funding</b>	<b>25,223,000</b>	<b>590,000</b>	<b>1,840,000</b>	<b>965,000</b>	<b>2,640,000</b>	<b>4,785,000</b>	<b>14,403,000</b>

Uses	Total \$ Project	2011	2012	2013	2014	2015	2016
T1 General Street Improvement	150,000		30,000	30,000	30,000	30,000	30,000
T2 Lawson Street & Newcastle Dr Intersection Repair	80,000	80,000					
T3 Jones Lk. Road Regrading and Paving	160,000				160,000		
T4 Roberts Drive Sidewalk link to Morgan St	953,000					120,000	833,000
T5 SE 288th Street Overlay	230,000		230,000				
T6 SR-169 Widening Lawson & Baker St Intersection	1,550,000					350,000	1,200,000
T7 Roberts Drive Reconstruction	5,650,000			100,000	200,000	350,000	5,000,000
T8 Pacific Street Neighborhood Improvements	520,000				70,000	450,000	
T9 Intersection Improvements in Morganville	100,000			40,000	60,000		
T10 Grant Matching Fund	270,000	40,000	40,000	40,000	50,000	50,000	50,000
T11 SR 169 Gateway Corridor Improvement	5,700,000				200,000	300,000	5,200,000
T12 Roberts Drive/State Rt 169 Roundabout	2,230,000			450,000	220,000	1,560,000	
W1 Springs Transmission Main Replacement Phase 1	800,000					800,000	
W2 Springs Transmission Main Replacement Phase 2	1,280,000	180,000	1,100,000				
W3 Meter Replacement Program	200,000	100,000	100,000				
W4 Fire Flow Loop to N. Commerical Area	800,000				800,000		
W5 Public Works Facilities Design/Eng	30,000	10,000	20,000				
S1 Infiltration and Inflow Reduction Program	1,750,000	100,000	150,000	250,000	250,000	500,000	500,000
S2 Replace Old Lawson Lift Station	50,000	50,000					
S3 Cedarbrook Sewer Main	90,000						90,000
S4 West Black Diamond Wastewater Lift Station	400,000				50,000	250,000	100,000
S5 Morganville Wastewater Lift Station Improvement	110,000	30,000	80,000				
S6 Morganville Force Main Reroute	1,000,000					20,000	980,000
S7 South Black Diamond Wastewater Trunk Extension	0						
D1 Street Sweeper	250,000						250,000
D2 Rock Creek Wetland/Lake Sawyer Basin Study	185,000		20,000	5,000	5,000	5,000	150,000
D3 Public Works Yard Improvements	115,000				95,000		20,000
D4 Ginder Creek Stormwater Treatment Pond	250,000			50,000	200,000		
D5 Lake Sawyer Road Culvert and Guardrail	320,000		70,000		250,000		
<b>Total Uses Public Works Projects</b>	<b>25,223,000</b>	<b>590,000</b>	<b>1,840,000</b>	<b>965,000</b>	<b>2,640,000</b>	<b>4,785,000</b>	<b>14,403,000</b>

# Project Breakdown by Type of Funding

Total \$  
Project

2011

2012

2013

2014

2015

2016

## Grants

T3 Jones Lk. Road Regrading and Paving	130,000				130,000		
T4 Roberts Drive Sidewalk link to Morgan St	803,000						803,000
T5 SE 288th Street Overlay	160,000		160,000				
T7 Roberts Drive Reconstruction	4,150,000						4,150,000
T11 SR 169 Gateway Corridor Improvement	2,500,000						2,500,000
T12 Roberts Drive/State Rt 169 Roundabout	1,160,000				1,160,000		
D2 Rock Creek Wetland/Lake Sawyer Basin Study	170,000		20,000				150,000
D3 Public Works Yard Improvements	55,000				55,000		
D5 Lake Sawyer Road Culvert and Guardrail	250,000				250,000		
<b>Total Grants</b>	<b>9,378,000</b>		<b>180,000</b>		<b>435,000</b>	<b>1,160,000</b>	<b>7,603,000</b>

## Street Impact, SEPA, Developer

D4 Ginder Creek Stormwater Treatment Pond	200,000				200,000		
T6 SR-169 Widening Lawson & Baker St Intersection	1,550,000					350,000	1,200,000
T7 Roberts Drive Reconstruction	900,000					300,000	600,000
T8 Pacific Street Neighborhood Improvements	395,000					395,000	
T11 SR 169 Gateway Corridor Improvement	3,200,000				200,000	300,000	2,700,000
T12 Roberts Drive/State Rt 169 Roundabout	1,070,000			450,000	220,000	400,000	
W4 Fire Flow Loop to N. Commerical Area	800,000				800,000		
<b>Total Street Impact or SEPA Fees</b>	<b>8,115,000</b>			<b>450,000</b>	<b>1,420,000</b>	<b>1,745,000</b>	<b>4,500,000</b>

## Wastewater Connection Fees/Reserves

D3 Public Works Yard Improvements	12,500				10,000		2,500
S1 Infiltration and Inflow Reduction Program	1,450,000	100,000	100,000	200,000	200,000	425,000	425,000
S2 Replace Old Lawson Lift Station	50,000	50,000					
S3 Preserving Wastewater Treatment Plant for Future I	45,000						45,000
S4 West Black Diamond Wastewater Lift Station	400,000				50,000	250,000	100,000
S5 Morganville Wastewater Lift Station Improvement	110,000	30,000	80,000				
S6 Morganville Force Main Reroute	1,000,000					20,000	980,000
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000				
<b>Total Wastewater Connection Fees/Reserves</b>	<b>3,075,000</b>	<b>182,500</b>	<b>185,000</b>	<b>200,000</b>	<b>260,000</b>	<b>695,000</b>	<b>1,552,500</b>

## WSFFA

W1 Springs Transmission Main Replacement Phase 1	800,000					800,000	
W2 Springs Transmission Main Replacement Phase 2	1,280,000	180,000	1,100,000				
<b>Total WSFFA</b>	<b>2,080,000</b>	<b>180,000</b>	<b>1,100,000</b>			<b>800,000</b>	

## REET 2 Funding

T2 Lawson St and Newcastle inter. Repair	80,000	80,000					
T3 Jones Lk. Road Regrading and Paving	30,000				30,000		
T4 Roberts Drive Sidewalk link to Morgan St	150,000					120,000	30,000
T5 SE 288th Street Overlay	70,000		70,000				



Project Breakdown by Types of Funding		Total \$ Project	2011	2012	2013	2014	2015	2016
<b>REET 2 Funding, cont.</b>								
T7 Roberts Drive Reconstruction	205,000					155,000	50,000	
T8 Pacific Street Neighborhood Improvements	100,000					70,000	30,000	
T9 Intersection Improvements in Morganville	100,000				40,000	60,000		
T10 Grant Matching Fund	270,000	40,000	40,000	40,000	50,000	50,000	50,000	
D3 Public Works Yard Improvements	20,000					10,000		10,000
D5 Lake Sawyer Road Culvert and Guardrail	30,000			30,000				
<b>Total REET 2 Funding</b>	<b>1,055,000</b>	<b>120,000</b>	<b>140,000</b>	<b>80,000</b>	<b>375,000</b>	<b>250,000</b>	<b>90,000</b>	
<b>Stormwater Connection Fees/Reserves</b>								
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000					
S3 Cedarbrook Sewer Main	45,000							45,000
D1 Street Sweeper	250,000							250,000
D2 Rock Creek Wetland/Lake Sawyer Basin Study	15,000			5,000	5,000	5,000		
D3 Public Works Yard Improvements	12,500				10,000			2,500
D4 Ginder Creek Stormwater Treatment Pond	50,000			50,000				
D5 Lake Sawyer Road Culvert and Guardrail	40,000		40,000					
T7 Roberts Drive Reconstruction	50,000							50,000
<b>Total Stormwater Connection Fees/Reserves</b>	<b>470,000</b>	<b>2,500</b>	<b>45,000</b>	<b>55,000</b>	<b>15,000</b>	<b>5,000</b>	<b>347,500</b>	
<b>Wastewater Utility Funding</b>								
S1 Infiltration and Inflow Reduction Program	300,000		50,000	50,000	50,000	75,000	75,000	
<b>Total Wastewater Utility Funding</b>	<b>300,000</b>		<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>75,000</b>	<b>75,000</b>	
<b>Grant Matching</b>								
T7 Roberts Drive Reconstruction	300,000			100,000				200,000
<b>Total Grant Matching</b>	<b>300,000</b>			<b>100,000</b>				<b>200,000</b>
<b>Street Fund</b>								
D3 Public Works Yard Improvements	2,500							2,500
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000					
T1 General Street Improvement	150,000		30,000	30,000	30,000	30,000	30,000	
T7 Roberts Drive Reconstruction	45,000				45,000			
<b>Total Street Fund Funding</b>	<b>205,000</b>	<b>2,500</b>	<b>35,000</b>	<b>30,000</b>	<b>75,000</b>	<b>30,000</b>	<b>32,500</b>	
<b>Interfund Loan</b>								
W3 Meter Replacement Program	200,000	100,000	100,000					
<b>Total Interfund Loan</b>	<b>200,000</b>	<b>100,000</b>	<b>100,000</b>					
<b>Water Connection Fees/Reserves</b>								
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000					
T8 Pacific Street Neighborhood Improvements	25,000						25,000	
D3 Public Works Yard Improvements	12,500				10,000			2,500
<b>Total Water Connection Fees/Reserves</b>	<b>45,000</b>	<b>2,500</b>	<b>5,000</b>		<b>10,000</b>	<b>25,000</b>	<b>2,500</b>	
<b>Total Public Works Funding</b>	<b>25,223,000</b>	<b>590,000</b>	<b>1,840,000</b>	<b>965,000</b>	<b>2,640,000</b>	<b>4,785,000</b>	<b>14,403,000</b>	

# Street Department





# Street Department (Transportation Projects)

## Capital Improvement Program 2011 - 2016

### Expenditure Summary by Project

		Total \$						
Project Name		Requested	2011	2012	2013	2014	2015	2016
T1	General Street Improvement	150,000		30,000	30,000	30,000	30,000	30,000
T2	Lawson Street & Newcastle Dr Intersection Repair	80,000	80,000					
T3	Jones Lk. Road Regrading and Paving	160,000				160,000		
T4	Roberts Drive Sidewalk link to Morgan St	953,000					120,000	833,000
T5	SE 288th Street Overlay	230,000		230,000				
T6	SR-169 Widening Lawson & Baker St Intersection	1,550,000					350,000	1,200,000
T7	Roberts Drive Reconstruction	5,650,000			100,000	200,000	350,000	5,000,000
T8	Pacific Street Neighborhood Improvements	520,000				70,000	450,000	
T9	Intersection Improvements in Morganville	100,000			40,000	60,000		
T10	Grant Matching Fund	270,000	40,000	40,000	40,000	50,000	50,000	50,000
T11	SR 169 Gateway Corridor Improvement	5,700,000				200,000	300,000	5,200,000
T12	Roberts Drive/State Rt 169 Roundabout	2,230,000			450,000	220,000	1,560,000	
<b>TOTAL EXPENDITURES</b>		<b>17,593,000</b>	<b>120,000</b>	<b>300,000</b>	<b>660,000</b>	<b>990,000</b>	<b>3,210,000</b>	<b>12,313,000</b>

### Funding Sources

		Total \$						
Project			2011	2012	2013	2014	2015	2016
<b>Transportation Improvement Board Grants</b>								
T3	Jones Lk. Road Regrading and Paving	130,000				130,000		
T4	Roberts Drive Sidewalk link to Morgan St	803,000						803,000
T5	SE 288th Street Overlay	160,000		160,000				
T7	Roberts Drive Reconstruction	4,150,000						4,150,000
T11	SR 169 Gateway Corridor Improvement	2,500,000						2,500,000
T12	Roberts Drive/State Rt 169 Roundabout	1,160,000					1,160,000	
<b>Total TIB Grants</b>		<b>8,903,000</b>		<b>160,000</b>		<b>130,000</b>	<b>1,160,000</b>	<b>7,453,000</b>
<b>Water Connection Fees/Reserves</b>								
T8	Pacific Street Neighborhood Improvements	25,000					25,000	
<b>Total Stormwater Connection/Reserves Funding</b>		<b>25,000</b>					<b>25,000</b>	
<b>Stormwater Connection Fees/Reserves</b>								
T7	Roberts Drive Reconstruction	50,000						50,000
<b>Total Stormwater Connection/Reserves Funding</b>		<b>50,000</b>						<b>50,000</b>
<b>Street Fund Funding</b>								
T1	General Street Improvement	150,000		30,000	30,000	30,000	30,000	30,000
T7	Roberts Drive Reconstruction	45,000				45,000		
<b>Total Street Fund Funding</b>		<b>195,000</b>		<b>30,000</b>	<b>30,000</b>	<b>75,000</b>	<b>30,000</b>	<b>30,000</b>
<b>Developer Funded/Impact Fees/SEPA</b>								
T6	SR-169 Widening Lawson & Baker St Intersection	1,550,000					350,000	1,200,000
T7	Roberts Drive Reconstruction	900,000					300,000	600,000
T8	Pacific Street Neighborhood Improvements	395,000					395,000	
T11	SR 169 Gateway Corridor Improvement	3,200,000				200,000	300,000	2,700,000
T12	Roberts Drive/State Rt 169 Roundabout	1,070,000			450,000	220,000	400,000	
<b>Total Developer/Impact/SEPA Funding</b>		<b>7,115,000</b>			<b>450,000</b>	<b>420,000</b>	<b>1,745,000</b>	<b>4,500,000</b>
<b>Real Estate Excise Tax II Funding</b>								
T2	Lawson Street & Newcastle Dr Intersection Repair	80,000	80,000					
T3	Jones Lk. Road Regrading and Paving	30,000				30,000		
T4	Roberts Drive Sidewalk link to Morgan St	150,000					120,000	30,000
T5	SE 288th Street Overlay	70,000		70,000				
T7	Roberts Drive Reconstruction	205,000				155,000	50,000	
T8	Pacific Street Neighborhood Improvements	100,000				70,000	30,000	
T9	Intersection Improvements in Morganville	100,000			40,000	60,000		
T10	Grant Matching Fund	270,000	40,000	40,000	40,000	50,000	50,000	50,000
<b>Total REET 2 Funding</b>		<b>1,005,000</b>	<b>120,000</b>	<b>110,000</b>	<b>80,000</b>	<b>365,000</b>	<b>250,000</b>	<b>80,000</b>
<b>Grant Matching Fund</b>								
T7	Roberts Drive Reconstruction	300,000			100,000			200,000
<b>Total Grant Matching Fund</b>		<b>300,000</b>			<b>100,000</b>			<b>200,000</b>
<b>Total Street Projects</b>		<b>17,593,000</b>	<b>120,000</b>	<b>300,000</b>	<b>660,000</b>	<b>990,000</b>	<b>3,210,000</b>	<b>12,313,000</b>



## Capital Improvement Program 2011 - 2016

Project for the	Street	Department	# T1
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### PROJECT TITLE General Street Improvement

#### DESCRIPTION

Annually the Public Works staff assesses the street system and selects key street preservation work. Typical activities under this project are chip sealing, crack sealing, patch work and addressing minor safety problems.

#### BACKGROUND

This project provides annual funding for minor street improvements that typically do not require engineering.

#### COMMENTS

The 2010 allocation is being reduced to allow staff to catch up with beginning fund balance roll over.

	Total \$ Requested	2011	2012	2013	2014	2015	2016
<b>CAPITAL PROJECT COSTS</b>							
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	150,000		30,000	30,000	30,000	30,000	30,000
Capital Outlay							
Contingency							
<b>TOTAL COSTS</b>	150,000		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
<b>REQUESTED FUNDING</b>							
Grants							
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds	150,000		30,000	30,000	30,000	30,000	30,000
Developer/Impact Fees/SEPA							
Real Estate Excise Tax I							
Real Estate Excise Tax II							
PW Trust Fund Loan							
BFB Carryover							
<b>TOTAL SOURCES</b>	\$150,000		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
<b>NON CAPITAL OPERATING COSTS</b>							
Salaries, Benefits and Other							
Debt Repayment							
<b>TOTAL OPERATING</b>							



## Capital Improvement Program 2011 - 2016

Project for the	Street	Department	# T2
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### PROJECT TITLE Lawson Street & Newcastle Dr Intersection Repair

**DESCRIPTION** Repair the subgrade and overlay existing intersection.

**BACKGROUND** The shoulders of the road have sunk and some roadway patches have failed. The road base needs to be established in several locations and portions of the road reconstructed. Investigation in 2009 showed that complete intersection improvement will be approximately 80,000.

**COMMENTS** Additional funds are needed.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	80,000	80,000					
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>80,000</b>	<b>\$80,000</b>					
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants							
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax I							
Real Estate Excise Tax II	80,000	80,000					
<b>TOTAL SOURCES</b>	<b>\$80,000</b>	<b>\$80,000</b>					
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Other (specify)							
<b>TOTAL OPERATING</b>							





## Capital Improvement Program 2011 - 2016

Project for the	Street	Department	# T3
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### PROJECT TITLE Jones Lk. Road Regrading and Paving

#### DESCRIPTION

The existing asphalt is deteriorating and must be replaced soon. The existing asphalt must be ground up and the road regraded.

#### BACKGROUND

The design, specifications and bid documents have been completed with the RR Ave project. The intersection improvements at SR 169 will be accomplished by the Lawson Hills Developer when needed.

#### COMMENTS

If grant funding is received, this project will be moved up in priority. Grant funding may be difficult as the existing pavement cannot be overlayed so it will not qualify as a preservation project. Typical TIB project require full level improvements including sidewalk curb and gutter.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	10,000				10,000		
Design Engineering							
Construction Costs	150,000				150,000		
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>160,000</b>				<b>\$160,000</b>		
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants	130,000				130,000		
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax I							
Real Estate Excise Tax II	30,000				30,000		
<b>TOTAL SOURCES</b>	<b>160,000</b>				<b>\$160,000</b>		
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Debt Repayment							
<b>TOTAL OPERATING</b>							





## Capital Improvement Program 2011 - 2016

**Project for the**                      **Street**                      **Department**                      **# T4**

### **PROJECT TITLE**                      **Roberts Drive Sidewalk link to Morgan St**

#### **DESCRIPTION**

Install a new pedestrian sidewalk and 1/2 street improvements from the Library to Morgan Street. The scope of work would include sidewalk, curb, gutter and a depressed landscape strip with vegetation to treat and infiltrate stormwater.

#### **BACKGROUND**

This project is part of fulfilling a portion of the comprehensive pedestrian plan.

#### **COMMENTS**

This project was revised from a longer trail/sidewalk project to a 1/2 street improvement project as it is difficult to install a stand alone sidewalk with limited right of way. The length of the project was also reduced to closer fit the amount of money that is available for sidewalk projects. The strategy here was to complete the engineering and permitting with city funds to attract grant funding with a "shovel ready" project. However, this project could be delayed.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way	20,000					20,000	
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	175,000					100,000	75,000
Construction Costs	758,000						758,000
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>\$953,000</b>					<b>\$120,000</b>	<b>\$833,000</b>
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants	803,000						803,000
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax I							
Real Estate Excise Tax II	150,000					120,000	30,000
<b>TOTAL SOURCES</b>	<b>\$953,000</b>					<b>\$120,000</b>	<b>\$833,000</b>
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Other (specify)							
<b>TOTAL OPERATING</b>							



## Capital Improvement Program 2011 - 2016

Project for the	Street	Department	# T5
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### PROJECT TITLE SE 288th Street Overlay

**DESCRIPTION** Patch and overlay the existing roadway from 236th Ave SE to 216th Ave SE.

**BACKGROUND** The City will not be able to take advantage of the TIB grant program once the City grows over 5,000 in population. This project suggests leveraging more than \$100,000.

**COMMENTS** Preparatory patching will be needed before overlay. Delaying the project one year.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	10,000		10,000				
Design Engineering							
Construction Costs	220,000		220,000				
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>\$230,000</b>		<b>\$230,000</b>				
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants TIB	160,000		160,000				
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax I							
Real Estate Excise Tax II	70,000		70,000				
<b>TOTAL SOURCES</b>	<b>\$230,000</b>		<b>\$230,000</b>				
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Debt Repayment							
<b>TOTAL OPERATING</b>							



## Capital Improvement Program 2011 - 2016

Project for the	Street	Department	# T6
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### PROJECT TITLE SR-169 Widening Lawson & Baker St Intersection

#### DESCRIPTION

The left hand turn lanes are needed on 169 and on the approaching streets. 900 feet of SR-169 widening and channelization is needed. 200 feet of widening and channelization is needed on Lawson and Baker Street.

#### BACKGROUND

This is a capacity adding project funded through the State Environmental Policy Act and potentially Traffic Impact Fees

#### COMMENTS

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way	200,000					200,000	
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	150,000					150,000	
Construction Costs	1,200,000						1,200,000
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>\$1,550,000</b>					<b>\$350,000</b>	<b>\$1,200,000</b>
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants TIB							
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA	1,550,000					350,000	1,200,000
Real Estate Excise Tax I							
Real Estate Excise Tax II							
<b>TOTAL SOURCES</b>	<b>\$1,550,000</b>					<b>\$350,000</b>	<b>\$1,200,000</b>
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Debt Repayment							
<b>TOTAL OPERATING</b>							





## Capital Improvement Program 2011 - 2016

Project for the	Street	Department	# T7
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### PROJECT TITLE Roberts Drive Reconstruction

<b>DESCRIPTION</b>	Overlay existing roadway, address reflective cracking, widen to standard, install utilities as needed for future needs from SR 169 to the Rock Creek Bridge. The project will probably be built in phases.
<b>BACKGROUND</b>	With many small subdivisions and businesses with direct access to Roberts Drive the roadway will need to be widened to accommodate a left hand turn lane so that flow through traffic is not impeded. The concrete panels continue to shift and break causing rough roadway conditions and maintenance costs.
<b>COMMENTS</b>	The preliminary corridor study is needed early on to determine where the north south connector will be located, settle on a road section, resolve the stormwater solutions, process through NEPA and SEPA, resolve the concrete panel fix, so the project can be prepared for grant funding. This project is being delayed for two years to assist with REET cash flow.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way	200,000				200,000		
Building Improvements							
Preliminary Engineering	100,000			100,000			
Construction Engineering	50,000						50,000
Design Engineering	350,000					350,000	
Construction Costs	4,950,000						4,950,000
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>\$5,650,000</b>			<b>\$100,000</b>	<b>\$200,000</b>	<b>\$350,000</b>	<b>\$5,000,000</b>
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants	4,150,000						4,150,000
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves	50,000						50,000
Street Funds	45,000				45,000		
Developer/Impact Fees/SEPA	900,000					300,000	600,000
Real Estate Excise Tax I							
Real Estate Excise Tax II	205,000				155,000	50,000	
Other							
Grant Matching Funds	300,000			100,000			200,000
<b>TOTAL SOURCES</b>	<b>\$5,650,000</b>			<b>\$100,000</b>	<b>\$200,000</b>	<b>\$350,000</b>	<b>\$5,000,000</b>
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Maint.	30,000				10,000	10,000	10,000
Loan Payment REET2 (.05 int)							
<b>TOTAL OPERATING</b>	<b>30,000</b>				<b>10,000</b>	<b>10,000</b>	<b>10,000</b>





## Capital Improvement Program 2011 - 2016

**Project for the** **Street** **Department** **# T8**

### **PROJECT TITLE** Pacific Street Neighborhood Improvements

**DESCRIPTION**

Widen and pave existing gravel roads. Install storm drainage improvements.

**BACKGROUND**

Gravel road requires a higher level of maintenance and generate more citizen complaints than paved streets.

**COMMENTS**

There are outstanding obligations from some past development that may affect the project limits or schedule. Various infrastructure improvements are needed in this area as well.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	70,000				70,000		
Construction Costs	450,000					450,000	
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>520,000</b>				<b>\$70,000</b>	<b>\$450,000</b>	
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants (CDBG)							
Water Connection/Reserves	25,000					25,000	
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA	395,000					395,000	
Real Estate Excise Tax I							
Real Estate Excise Tax II	100,000				70,000	30,000	
<b>TOTAL SOURCES</b>	<b>\$520,000</b>				<b>\$70,000</b>	<b>\$450,000</b>	
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Other (specify)							
<b>TOTAL OPERATING</b>							



## Capital Improvement Program 2011 - 2016

Project for the	Street	Department	# T9
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### PROJECT TITLE Intersection Improvements in Morganville

<b>DESCRIPTION</b>	Design roadway intersections , determine right-of-way needs.
<b>BACKGROUND</b>	There is inadequate right-of-way and the corners are too sharp at the intersections in this neighborhood. The trucks and long wheel base vehicles cut the corner and cause damage to the roadway and occasionally damage private property.
<b>COMMENTS</b>	Preliminary efforts include design and acquiring the right-of-way with construction in 2014.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way	20,000			20,000			
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	20,000			20,000			
Construction Costs	60,000				60,000		
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>\$100,000</b>			<b>\$40,000</b>	<b>\$60,000</b>		
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants							
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax I							
Real Estate Excise Tax II	100,000			40,000	60,000		
<b>TOTAL SOURCES</b>	<b>\$100,000</b>			<b>\$40,000</b>	<b>\$60,000</b>		
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Other (specify)							
<b>TOTAL OPERATING</b>							



## Capital Improvement Program 2011 - 2016

**Project for the                      Street                      Department                      # T10**

### **PROJECT TITLE                      Grant Matching Fund**

#### **DESCRIPTION**

This project is used to accumulate funds for a match for State (TIB) Grants for large projects now scheduled for 2017 and later.

#### **COMMENTS**

For example, the West side of Lake Sawyer patch and overlay may cost between \$1,000,000 and \$1,500,000.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay							
Funding to Match Grants	270,000	40,000	40,000	40,000	50,000	50,000	50,000
<b>TOTAL COSTS</b>	<b>\$270,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants							
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax I							
Real Estate Excise Tax II	270,000	40,000	40,000	40,000	50,000	50,000	50,000
<b>TOTAL SOURCES</b>	<b>\$270,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Debt Repayment							
<b>TOTAL OPERATING</b>							





## Capital Improvement Program 2011 - 2016

Project for the	Street	Department	# T11
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### PROJECT TITLE SR 169 Gateway Corridor Improvement

#### DESCRIPTION

Widen the roadway from Ravensdale to north City limits (3,800 ft) to allow for a two way left hand turn lane. Add sidewalks, streetlights, and either curb and gutter with a storm treatment pond or Low Impact Development storm treatment swales with water gardens.

#### BACKGROUND

This project would greatly enhance the north entrance into Black Diamond and provide a better flow of traffic through the north commercial area.

#### COMMENTS

This project may rate well for grant funding. Other development along the corridor may be able to contribute the matching funds.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way	100,000				100,000		
Building Improvements							
Preliminary Engineering	100,000				100,000		
Construction Engineering	450,000						450,000
Design Engineering	300,000					300,000	
Construction Costs	4,750,000						4,750,000
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>5,700,000</b>				<b>\$200,000</b>	<b>\$300,000</b>	<b>\$5,200,000</b>
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants	2,500,000						2,500,000
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Funding partners	3,200,000				200,000	300,000	2,700,000
Real Estate Excise Tax I							
Real Estate Excise Tax II							
<b>TOTAL SOURCES</b>	<b>5,700,000</b>				<b>\$200,000</b>	<b>\$300,000</b>	<b>\$5,200,000</b>
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Debt Repayment							
<b>TOTAL OPERATING</b>							



## Capital Improvement Program 2011 - 2016

**Project for the**      **Street**      **Department**      **# T12**

### **PROJECT TITLE**      **Roberts Drive/State Rt 169 Roundabout**

#### **DESCRIPTION**

This project is to change the intersection control from stop control to a roundabout and accommodate a future road connection to the east for the Lawson Hills Master Planned Development.

#### **BACKGROUND**

The existing intersection has a higher accident rate than the average along the corridor. Roberts Drive intersects SR 169 at an unconventional angle which makes it difficult for eastbound motorists to turn right and especially difficult to turn left; This intersection has been identified as one of the first traffic mitigation projects that is required in the Master Planned Development FEIS.

#### **COMMENTS**

The Master Planned Developer will be making an investment in this intersection to address Level of Service issues. The City would like to size the roundabout for the buildout solution for this corridor. There may be grant funding available for a major intersection on a regional facility.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way	400,000			400,000			
Building Improvements							
Preliminary Engineering	50,000			50,000			
Construction Engineering	160,000					160,000	
Design Engineering	120,000				120,000		
Construction Costs	1,400,000					1,400,000	
Capital Outlay							
Project Administration	100,000				100,000		
<b>TOTAL COSTS</b>	<b>2,230,000</b>			<b>\$450,000</b>	<b>\$220,000</b>	<b>\$1,560,000</b>	

<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants	1,160,000					1,160,000	
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA	1,070,000			450,000	220,000	400,000	
Real Estate Excise Tax I							
Real Estate Excise Tax II							
<b>TOTAL SOURCES</b>	<b>2,230,000</b>			<b>\$450,000</b>	<b>\$220,000</b>	<b>\$1,560,000</b>	

<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Debt Repayment							
<b>TOTAL OPERATING</b>							

# Water Department





# Water Department

## Capital Improvement Program 2011 - 2016

### Funding Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
W1 Springs Transmission Main Replacement Phase 1	800,000					800,000	
W2 Springs Transmission Main Replacement Phase 2	1,280,000	180,000	1,100,000				
W3 Meter Replacement Program	200,000	100,000	100,000				
W4 Fire Flow Loop to N. Commerical Area	800,000				800,000		
W5 Public Works Facilities Design/Eng	30,000	10,000	20,000				
<b>TOTAL EXPENDITURES</b>	<b>3,110,000</b>	<b>290,000</b>	<b>1,220,000</b>		<b>800,000</b>	<b>800,000</b>	

### Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
<b>Water System and Facilities Funding Agreement (WSFFA)</b>							
W1 Springs Transmission Main Replacement Phase 1	800,000					800,000	
W2 Springs Transmission Main Replacement Phase 2	1,280,000	180,000	1,100,000				
<b>Total WSFFA Funds</b>	<b>2,080,000</b>	<b>180,000</b>	<b>1,100,000</b>			<b>800,000</b>	
<b>Water Connection Fees and Reserves</b>							
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000				
<b>Total Water Connection Fees</b>	<b>7,500</b>	<b>2,500</b>	<b>5,000</b>				
<b>Wastewater Connection Fees and Reserves</b>							
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000				
<b>Total Wastewater Connection Fees</b>	<b>7,500</b>	<b>2,500</b>	<b>5,000</b>				
<b>Stormwater Connection Fees and Reserves</b>							
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000				
<b>Total Wastewater Connection Fees</b>	<b>7,500</b>	<b>2,500</b>	<b>5,000</b>				
<b>Street Fund Funding</b>							
W5 Public Works Facilities Design/Eng	7,500	2,500	5,000				
<b>Total Street Fund Funding</b>	<b>7,500</b>	<b>2,500</b>	<b>5,000</b>				
<b>Developer Funding</b>							
W4 Fire Flow Loop to N. Commerical Area	800,000				800,000		
<b>Total Developer Funding</b>	<b>800,000</b>				<b>800,000</b>		
<b>Interfund Loan</b>							
W3 Meter Replacement Program	200,000	100,000	100,000				
<b>Total Developer Funding</b>	<b>200,000</b>	<b>100,000</b>	<b>100,000</b>				
<b>Total Water Projects</b>	<b>3,110,000</b>	<b>290,000</b>	<b>1,220,000</b>		<b>800,000</b>	<b>800,000</b>	



## Capital Improvement Program 2011 - 2016

**Project for the**                      **Water**                      **Department**                      **# W1**

### **PROJECT TITLE**                      **Springs Transmission Main Replacement Phase 1**

#### **DESCRIPTION**

Replace 9100 feet of 8 inch asbestos concrete (AC) with 12 inch ductile iron (DI) from the North Bank Pump Station to tie in to the existing 12" Spring Supply Main.

#### **BACKGROUND**

This is a capacity and system reliability project funded by the Water Supply Facilities Funding Agreement.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	800,000					800,000	
Capital Outlay							
<b>TOTAL COSTS</b>	<b>\$800,000</b>					<b>\$800,000</b>	
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants							
Water Connection Fees/Reserves							
Wastewater Utility Fund							
Stormwater Connect Fees/Res							
Street Funds							
Real Estate Excise Tax II							
Water Syst & Fac. Funding Agrmt.	800,000					800,000	
<b>TOTAL SOURCES</b>	<b>\$800,000</b>					<b>\$800,000</b>	



## Capital Improvement Program 2011 - 2016

**Project for the** **Water** **Department** **# W2**

### **PROJECT TITLE** **Springs Transmission Main Replacement Phase 2**

#### **DESCRIPTION**

Improvements to the springs and the points of collection. Replacement of 1,300 lineal ft. of piping from the springs across the Green River to the North Bank Pump Station.

#### **BACKGROUND**

Further study is needed to determine the best alternative for piping drinking water from the springs to the North Bank Pump Station.

Includes \$80,000 in legal costs.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	100,000		100,000				
Design Engineering	100,000	100,000					
Construction Costs	1,000,000		1,000,000				
Capital Outlay							
Legal Fees	80,000	80,000					
<b>TOTAL COSTS</b>	<b>\$1,280,000</b>	<b>\$180,000</b>	<b>\$1,100,000</b>				
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants							
Water Connection Fees/Reserves							
Wastewater Utility Fund							
Stormwater Connectin Fees/Res							
Street Funds							
Real Estate Excise Tax II							
Water Syst & Fac. Funding Agrmt.	1,280,000	180,000	1,100,000				
<b>TOTAL SOURCES</b>	<b>\$1,280,000</b>	<b>\$180,000</b>	<b>\$1,100,000</b>				
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries and Benefits							
Debt Repayment							
<b>TOTAL OPERATING</b>							





## Capital Improvement Program 2011 - 2016

**Project for the** **Water** **Department** **# W3**

### **PROJECT TITLE** **Meter Replacement Program**

#### **DESCRIPTION**

Replace approximately 300 meters per year at \$230 per meter. This includes radio read, software, training and appurtenance.

#### **BACKGROUND**

The bulk of the meters are about 15 years old and are only guaranteed for 10 years. As meters age they run slower which means lost revenue. City staff will install the new meters.

#### **COMMENTS**

This meter replacement program is under contract at 200 meters per year. The second year is when the City is planning to transition to radio read. Some additional funds above the contract level have been allocated for meter box replacement.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	200,000	100,000	100,000				
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>\$255,000</b>	<b>\$100,000</b>	<b>\$100,000</b>				
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants							
Water Connection Fees/Reserves							
Stormwater Connection Fees/Res							
Street Funds							
Real Estate Excise Tax I							
Real Estate Excise Tax II							
Interfund Loan	200,000	100,000	100,000				
<b>TOTAL SOURCES</b>	<b>200,000</b>	<b>\$100,000</b>	<b>\$100,000</b>				
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries and Benefits							
Debt for Interfund loan	200,000	40,000	40,000	40,000	40,000	40,000	
<b>TOTAL OPERATING</b>	<b>200,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	



## Capital Improvement Program 2011 - 2016

**Project for the** **Water** **Department** **# W4**

### **PROJECT TITLE** **Fire Flow Loop to N. Commerical Area**

**DESCRIPTION** Replace 600 ft. of 6 inch asbestos concrete with 12 inch ductile iron water main. Replace 1200 ft. of 8 inch asbestos concrete with 12 inch ductile iron in 3rd Street north of Roberts Drive. Link the east and west 169 water mains at approximately the Cedarbrook Mobile Home Park.

**BACKGROUND** This project is needed to replace asbestos concrete pipe, address flow velocities that exceed 10 ft. per second, strengthen the water line dual feed to the north commercial area.

**COMMENTS** There are several alternatives to provide looped water lines and meet fire flow to the existing customers on the north end of the city system. This project does not describe what is needed to provide fire flow and redundant service to the north triangle but rather is the minimum to provide a looped system for the north part of the city system. Developer improvements may implement a portion of this project or make parts of the project a lower priority.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	800,000				800,000		
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>\$800,000</b>				<b>\$800,000</b>		

<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants (specify)							
Water Connection Fees/Reserves							
Stormwater Connection Fees/Res							
Street Funds							
Developer Funded							
Real Estate Excise Tax I							
Real Estate Excise Tax II							
Developer Funded	800,000				800,000		
<b>TOTAL SOURCES</b>	<b>\$800,000</b>				<b>\$800,000</b>		

<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries and Benefits							
Other (specify)							
<b>TOTAL OPERATING</b>							



## Capital Improvement Program 2011 - 2016

**Project for the** **Water** **Department** **# W5**

### **PROJECT TITLE** **Public Works Facilities Design/Eng**

#### **DESCRIPTION**

The City needs to determine the long range viability of the current site. If a larger site is needed or if the public works departments are to be divided the decisions will need to be made before too much is invested in the current location. Other long range improvements that will be planned for the future include providing adequate screening for the neighborhood and remodel buildings and additional buildings to house equipment, file storage, showers, locker room, materials storage, and a washdown area. Security will also be reviewed.

#### **BACKGROUND**

This design engineering will be done in concert with the city-wide design in the Administration section of the CIP.

#### **COMMENTS**

#### **CAPITAL PROJECT COSTS**

	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering	30,000	10,000	20,000				
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay							
Other							
<b>TOTAL COSTS</b>	<b>\$30,000</b>	<b>\$10,000</b>	<b>\$20,000</b>				

#### **REQUESTED FUNDING**

	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants							
Water Connection Fees/Reserves	7,500	2,500	5,000				
Wastewater Utility Fund	7,500	2,500	5,000				
Stormwater Utility Fund	7,500	2,500	5,000				
Street Funds	7,500	2,500	5,000				
Connection Fees							
Real Estate Excise Tax II							
Developer Funded							
<b>TOTAL SOURCES</b>	<b>\$30,000</b>	<b>\$10,000</b>	<b>\$20,000</b>				

#### **NON CAPITAL OPERATING COSTS**

	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries and Benefits							
Debt Repayment							
<b>TOTAL OPERATING</b>							



# Wastewater Department



# Wastewater Department

## Capital Improvement Program 2011 - 2016

### Expenditure Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
S1 Infiltration and Inflow Reduction Program	1,750,000	100,000	150,000	250,000	250,000	500,000	500,000
S2 Replace Old Lawson Lift Station	50,000	50,000					
S3 Cedarbrook Sewer Main	90,000						90,000
S4 West Black Diamond Wastewater Lift Station	400,000				50,000	250,000	100,000
S5 Morganville Wastewater Lift Station Improvement	110,000	30,000	80,000				
S6 Morganville Force Main Reroute	1,000,000					20,000	980,000
<b>TOTAL EXPENDITURES</b>	<b>3,400,000</b>	<b>180,000</b>	<b>230,000</b>	<b>250,000</b>	<b>300,000</b>	<b>770,000</b>	<b>1,670,000</b>

### Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
<b>Wastewater Utility Funding</b>							
S1 Infiltration and Inflow Reduction Program	300,000		50,000	50,000	50,000	75,000	75,000
<b>Total Wastewater Utility Funding</b>	<b>300,000</b>		<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>75,000</b>	<b>75,000</b>
<b>Wstewtr Con Fees/Res/New Customers</b>							
S1 Infiltration and Inflow Reduction Program	1,450,000	100,000	100,000	200,000	200,000	425,000	425,000
S2 Replace Old Lawson Lift Station	50,000	50,000					
S3 Preserving Wastewater Treatment Plant for Future Use	45,000						45,000
S4 West Black Diamond Wastewater Lift Station	400,000				50,000	250,000	100,000
S5 Morganville Wastewater Lift Station Improvement	110,000	30,000	80,000				
S6 Morganville Force Main Reroute	1,000,000					20,000	980,000
<b>Total Wstewtr Con Fees/Res/New Customers</b>	<b>3,055,000</b>	<b>150,000</b>	<b>100,000</b>	<b>200,000</b>	<b>250,000</b>	<b>675,000</b>	<b>1,550,000</b>
<b>Stormwater Connection Fees/Res/New Customers</b>							
S3 Cedarbrook Sewer Main	45,000						45,000
	<b>45,000</b>						<b>45,000</b>
<b>Total Wastewater Projects</b>	<b>3,400,000</b>	<b>150,000</b>	<b>150,000</b>	<b>250,000</b>	<b>300,000</b>	<b>750,000</b>	<b>1,670,000</b>

<b>NON CAPITAL OPERATING COSTS</b>	Total \$ Requested	2011	2012	2013	2014	2015	2016
Maintenance Costs Infiltration and Inflow	120,000	20,000	20,000	20,000	20,000	20,000	20,000
<b>TOTAL OPERATING</b>	<b>\$120,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>



## Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

# S1

### PROJECT TITLE

### Infiltration and Inflow Reduction Program

#### DESCRIPTION

TV inspections, smoke testing, flow monitoring, new ordinance and policy review, and then pipe rehabilitation, sealing, private line replacement assistance program, some manhole rehabilitation, sewer line replacement as needed, monitor effectiveness.

#### BACKGROUND

The City needs to reduce the I & I to meet contract requirements and Department of Ecology requirements. The City also desires to preserve and recapture capacity in the wastewater system by reducing and controlling peak flows that come primarily from storm and ground water getting into the system.

#### COMMENTS

The City's draft comprehensive plan recommends significantly increasing the funding of dealing with this issue.

#### CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	100,000	100,000					
Construction Costs	1,650,000		150,000	250,000	250,000	500,000	500,000
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>\$1,750,000</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$500,000</b>	<b>\$500,000</b>

#### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants							
Water Connection Fees/Reserves							
Wastewater Utility Fund	300,000		50,000	50,000	50,000	75,000	75,000
Stormwater Conn Fees/Reserves							
Street Funds							
Wstewtr Con Fees/Res/New Customers	1,450,000	100,000	100,000	200,000	200,000	425,000	425,000
Real Estate Excise Tax I							
Real Estate Excise Tax II							
Public Works Trust Fund							
BFB Carryover							
<b>TOTAL SOURCES</b>	<b>\$1,750,000</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$500,000</b>	<b>\$500,000</b>

#### NON CAPITAL OPERATING COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits, Maintenance	120,000	20,000	20,000	20,000	20,000	20,000	20,000
Debt Repayment							
<b>TOTAL OPERATING</b>	<b>120,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>





## Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

# S2

### PROJECT TITLE

### Replace Old Lawson Lift Station

#### DESCRIPTION

Install a larger wet well, replace septic tank effluent pumps with grinder pumps, new control panel, alarms, and telemetry.

#### BACKGROUND

This project is primarily to address a high maintenance and high risk of overflow at this wastewater lift station.

#### CAPITAL PROJECT COSTS

Land/Right of Way

Building Improvements

Preliminary Engineering

Construction Engineering

Design Engineering

Construction Costs

Capital Outlay

Other (Specify)

#### TOTAL COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
50,000	50,000					
\$50,000	\$50,000					

#### REQUESTED FUNDING

Grants

Water Connection Fees/Reserves

Wastewater Utility Fund

Stormwater Conn Fees/Reserves

Street Funds

Wstewtr Con Fees/Res/New Customers

Real Estate Excise Tax I

Real Estate Excise Tax II

Public Works Trust Fund

Developer Funded

#### TOTAL SOURCES

Total \$ Project	2011	2012	2013	2014	2015	2016
50,000	50,000					
\$50,000	\$50,000					

#### NON CAPITAL OPERATING COSTS

Salaries, Benefits and Other

Debt Repayment

#### TOTAL OPERATING

Total \$ Requested	2011	2012	2013	2014	2015	2016



## Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

# S3

### PROJECT TITLE

### Cedarbrook Sewer Main

#### DESCRIPTION

Acquire City easement through the trailer park. Design and construct a new sewer main to serve all of the existing and future City customer in the north east portion of the City.

#### BACKGROUND

While this project will provide future conveyance capacity for this area of the City it will also correct an informal arrangement of public wastewater being served through a private wastewater system. Redevelopment of the Cedarbrook Mobile Home Park will have the responsibility of bringing this section of sewer up to City standards, providing easements and dedicating public sewer through the site. If redevelopment of this site seems unlikely then public funding may be required at some point.

#### CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	20,000						20,000
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	70,000						70,000
Construction Costs							
Capital Outlay							
Contingency							
<b>TOTAL COSTS</b>	<b>\$90,000</b>						<b>\$90,000</b>

#### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants							
Water Connection Fees/Reserves							
Wastewater Utility Fund	45,000						45,000
Stormwater Conn Fees/Reserves							
Street Funds							
Wstewtr Con Fees/Res/New Customers	45,000						45,000
Real Estate Excise Tax I							
Real Estate Excise Tax II							
Public Works Trust Fund Loan							
Developer Funded							
<b>TOTAL SOURCES</b>	<b>\$90,000</b>						<b>\$90,000</b>

#### NON CAPITAL OPERATING COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Other							
Debt payment							
<b>TOTAL OPERATING</b>							



## Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

# S4

### PROJECT TITLE

### West Black Diamond Wastewater Lift Station

#### DESCRIPTION

Design and construct a wastewater lift station for the area west of Rock Creek and south of Soos Creek sewer service area. Phase one is site selection and design. Phase two is wastewater lift station construction and gravity main easement procurement.

#### BACKGROUND

This project is to prepare for the upcoming growth in the west portion of the City.

#### COMMENTS

It is currently planned that the Villages Developer will construct an interim sewer pump station and perhaps a second interim sewer pump station as the development grows to the south. The City would like to take a lead role in planning, designing, permitting and constructing this facility for the most efficient location and lowest ultimate cost. Timing will need to be coordinated with the Villages Developer. This CIP only shows the design and right-of-way costs. The total project costs are as shown in the sewer comprehensive plan.

#### CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way	250,000					250,000	
Building Improvements							
Preliminary Engineering	50,000				50,000		
Construction Engineering							
Design Engineering	100,000						100,000
Construction Costs							
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>\$400,000</b>				<b>\$50,000</b>	<b>\$250,000</b>	<b>\$100,000</b>

#### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants (specify)							
Water Connection Fees/Reserves							
Wastewater Utility Fund							
Stormwater Conn Fees/Reserves							
Street Funds							
Wstewtr Con Fees/Res/New Customers							
Real Estate Excise Tax I							
Real Estate Excise Tax II							
PW Trust Fund							
Developer Funded	400,000				50,000	250,000	100,000
<b>TOTAL SOURCES</b>	<b>\$400,000</b>				<b>\$50,000</b>	<b>\$250,000</b>	<b>\$100,000</b>

#### NON CAPITAL OPERATING COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Maint.							
Debt Repayment							
<b>TOTAL OPERATING</b>							





## Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

# S5

### PROJECT TITLE

### Morganville Wastewater Lift Station Improvement

#### DESCRIPTION

Study the alternatives for the best discharge point of the pump station. Consider relocating out of the street. Reconstruct the sewer lift station, replace pumps and control panel, telemetry.

#### BACKGROUND

The wastewater lift station will be 18 years old in 2012. As purely a repair and replacement project the funding has shifted to rates.

#### COMMENTS

Considering the increased need and cost of getting I & I under control, this project has been reduced in scope to the essentials of pump and control replacement. On site back up power generation will be considered at a later date. The rerouting of sewer will be a separate capital project.

#### CAPITAL PROJECT COSTS

Land/Right of Way  
Building Improvements  
Preliminary Engineering  
Construction Engineering  
Design Engineering  
Construction Costs  
Capital Outlay  
Other (Specify)

Total \$ Requested	2011	2012	2013	2014	2015	2016
Design Engineering	30,000	30,000				
Construction Costs	80,000	80,000				
<b>TOTAL COSTS</b>	<b>\$110,000</b>	<b>\$30,000</b>	<b>\$80,000</b>			

#### REQUESTED FUNDING

Grants  
Water Connection Fees/Reserves  
Wastewater Utility Fund  
Stormwater Conn Fees/Reserves  
Street Funds  
Wstewtr Con Fees/Res/New Customers  
Real Estate Excise Tax I  
Real Estate Excise Tax II  
PW Trust Fund  
Other (specify)

Total \$ Project	2011	2012	2013	2014	2015	2016
Wstewtr Con Fees/Res/New Customers	110,000	30,000	80,000			
<b>TOTAL SOURCES</b>	<b>\$110,000</b>	<b>\$30,000</b>	<b>\$80,000</b>			

#### NON CAPITAL OPERATING COSTS

Salaries, Benefits and Other  
Debt Repayment

Total \$ Requested	2011	2012	2013	2014	2015	2016
<b>TOTAL OPERATING</b>						



## Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

# S6

### PROJECT TITLE

### Morganville Force Main Reroute

#### DESCRIPTION

Reroute the flows from the Morgan Street Sewer pump station from pumping to the Jones Lake Pump Station to pump to the new King County western storage facility. The new force main will be about 3200 feet from Morgan Street west along Roberts Drive and northwest along Lake Sawyer Road East.

#### BACKGROUND

This project is necessary to reduce sewer flows to the Black Diamond pump station (Jones Lake Pump station) to provide capacity for infill in the old part of Black Diamond.

#### COMMENTS

If the Lawson Hills developer needs to temporarily direct new flows to the Black Diamond Pump Station (Jones Lake Pump Station) this project may need to be moved up in priority. The cost of expediting this project will need to be covered by the developer.

	Total \$ Requested	2011	2012	2013	2014	2015	2016
<b>CAPITAL PROJECT COSTS</b>							
Land/Right of Way							
Building Improvements							
Preliminary Engineering	20,000					20,000	
Construction Engineering							
Design Engineering	80,000						80,000
Construction Costs	900,000						900,000
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>\$1,000,000</b>					<b>\$20,000</b>	<b>\$980,000</b>
<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants							
Water Connection Fees/Reserves							
Wastewater Utility Fund							
Stormwater Conn Fees/Reserves							
Street Funds							
Wstewtr Con Fees/Res/New Customers	1,000,000					20,000	980,000
Real Estate Excise Tax I							
Real Estate Excise Tax II							
Public Works Trust Fund							
Developer Funded							
<b>TOTAL SOURCES</b>	<b>\$1,000,000</b>					<b>\$20,000</b>	<b>\$980,000</b>
<b>NON CAPITAL OPERATING COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Salaries, Benefits and Other							
Debt Repayment							
<b>TOTAL OPERATING</b>							



## Capital Improvement Program 2011 - 2016

Project for the

Wastewater Department

# S7

### PROJECT TITLE

### South Black Diamond Wastewater Trunk Extension

#### DESCRIPTION

Purchase easements and design a wastewater main extension from the Metro Pump Station to the west and south.

#### BACKGROUND

The City needs to plan for wastewater trunk lines that will serve the maximum area to the south and west. This is a good project, but the need is not anticipated for over 10 years. This project needs to be covered in the sewer comprehensive plan.

#### COMMENTS

This effort is for the planning, right of way and preliminary engineering. The City will extend the sewer mains across the low land where no benefitting properties are served. From that point, developers will be expected to extend the sewer mains as developer extensions. This project will begin sometime after 2016.

#### CAPITAL PROJECT COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way						
Building Improvements						
Preliminary Engineering						
Construction Engineering						
Design Engineering						
Construction Costs						
Capital Outlay						
Other (Specify)						
<b>TOTAL COSTS</b>						

#### REQUESTED FUNDING

Total \$ Project	2011	2012	2013	2014	2015	2016
Grants						
Water Connection Fees/Reserves						
Wastewater Utility Fund						
Stormwater Conn Fees/Reserves						
Street Funds						
Wstewtr Con Fees/Res/New Customers						
Real Estate Excise Tax I						
Real Estate Excise Tax II						
Public Works Trust Fund						
Developer Funded						
<b>TOTAL SOURCES</b>						

#### NON CAPITAL OPERATING COSTS

Total \$ Requested	2011	2012	2013	2014	2015	2016
Salaries, Benefits and Other						
Debt Repayment						
<b>TOTAL OPERATING</b>						



# Stormwater Department



# Stormwater Department

## Capital Improvement Program 2011 - 2016

### Expenditure Summary by Project

Project Name	Total \$ Requested	2011	2012	2013	2014	2015	2016
D1 Street Sweeper	250,000						250,000
D2 Rock Creek Wetland/Lake Sawyer Basin Study	185,000		20,000	5,000	5,000	5,000	150,000
D3 Public Works Yard Improvements	115,000				95,000		20,000
D4 Ginder Creek Stormwater Treatment Pond	250,000			50,000	200,000		
D5 Lake Sawyer Road Culvert and Guardrail	320,000		70,000		250,000		
<b>TOTAL EXPENDITURES</b>	<b>1,120,000</b>		<b>90,000</b>	<b>55,000</b>	<b>550,000</b>	<b>5,000</b>	<b>420,000</b>

### Funding Sources

	Total \$ Project	2011	2012	2013	2014	2015	2016
<b>Ecology Grant</b>							
D2 Rock Creek Wetland/Lake Sawyer Basin Study	170,000		20,000				150,000
D3 Public Works Yard Improvements	55,000				55,000		
D5 Lake Sawyer Road Culvert and Guardrail	250,000				250,000		
<b>Total Grants</b>	<b>475,000</b>		<b>20,000</b>		<b>305,000</b>		<b>150,000</b>
<b>Water Connection Fees</b>							
D3 Public Works Yard Improvements	12,500				10,000		2,500
<b>Wastewater Connection Fees</b>							
D3 Public Works Yard Improvements	12,500				10,000		2,500
<b>Stormwater Connection Fees/Reserves</b>							
D1 Street Sweeper	250,000						250,000
D2 Rock Creek Wetland/Lake Sawyer Basin Study	15,000			5,000	5,000	5,000	
D3 Public Works Yard Improvements	12,500				10,000		2,500
D4 Ginder Creek Stormwater Treatment Pond	50,000			50,000			
D5 Lake Sawyer Road Culvert and Guardrail	40,000		40,000				
<b>Total Stormwater Connection Fees/Reserves</b>	<b>367,500</b>		<b>40,000</b>	<b>55,000</b>	<b>15,000</b>	<b>5,000</b>	<b>252,500</b>
<b>Street Fund Funded</b>							
D3 Public Works Yard Improvements	2,500						2,500
<b>Real Estate Excise Tax II</b>							
D3 Public Works Yard Improvements	20,000				10,000		10,000
D5 Lake Sawyer Road Culvert and Guardrail	30,000		30,000				
<b>Total Real Estate Excise Tax II</b>	<b>50,000</b>		<b>30,000</b>		<b>10,000</b>		<b>10,000</b>
<b>Developer Funded or Grant</b>							
D4 Ginder Creek Stormwater Treatment Pond	200,000				200,000		
<b>Total Stormwater Projects</b>	<b>1,120,000</b>		<b>60,000</b>	<b>55,000</b>	<b>550,000</b>	<b>5,000</b>	<b>420,000</b>



# Capital Improvement Program 2011 - 2016

## Project for the Stormwater Department # D1

### PROJECT TITLE Street Sweeper

<b>DESCRIPTION</b>	Purchase a vacuum street sweeper to keep sediment and debris from being carried into the storm systems and on into wetlands, streams and creeks
<b>BACKGROUND</b>	By 2016 the City may have enough curbed street to warrant purchasing their own street sweeper.
<b>COMMENTS</b>	Street sweeping is a best management stormwater practice needed to stay in compliance with the Lake Sawyer TMDL and the City's stormwater permit requirements.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay	250,000						250,000
Other							
<b>TOTAL COSTS</b>	<b>\$250,000</b>						<b>\$250,000</b>

<b>REQUESTED FUNDING</b>	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Department of Ecology Grant							
Water Connection Fees/Reserves							
Wastewater Connection Fees/Res							
Stormwater Connection Fees/Res	250,000						250,000
Street Funds							
REET I							
REET II							
PW Trust Fund							
<b>TOTAL SOURCES</b>	<b>250,000</b>						<b>\$250,000</b>





## Capital Improvement Program 2011 - 2016

Project for the **Stormwater Department**

# **D2**

### PROJECT TITLE **Rock Creek Wetland/Lake Sawyer Basin Study**

#### DESCRIPTION

Study the Rock Creek Wetland and Lake Sawyer basin to determine if the Lake Sawyer wier should be revised to improve low summer water levels, increase low and late fall instream flows to Covington Creek and provide flood attenuation for flood events.

#### BACKGROUND

This project should be broken into an early exploration phase to see if there is agreement among stakeholders to carry any idea with broad base support forward for potential funding.

#### COMMENTS

It is not apparent who would be responsible for or how the weir at the discharge of Lake Sawyer would be replaced if it sustained damage or needed repairs.

#### CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way							
Building Improvements							
Preliminary Engineering	35,000		20,000	5,000	5,000	5,000	150,000
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay							
Other							
<b>TOTAL COSTS</b>	<b>\$35,000</b>		<b>\$20,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$150,000</b>

#### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Environmental Grant	20,000		20,000				150,000
Water Connection Fees/Reserves							
Wastewater Connection Fees/Res							
Stormwater Connection Fees/Res	15,000			5,000	5,000	5,000	
Street Funds							
REET I							
REET II							
PW Trust Fund							
<b>TOTAL SOURCES</b>	<b>\$35,000</b>		<b>\$20,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$150,000</b>



## Capital Improvement Program 2011 - 2016

Project for the **Stormwater Department**

# **D3**

### PROJECT TITLE **Public Works Yard Improvements**

#### DESCRIPTION

The City assessed the site conditions with respect to best management practices for storm water runoff from the shop, equipment and materials handling area in Feb 2010. Some capital improvements are needed to adequately address stormwater runoff issues. And as part of the NPDES requirement, the City will bring operations in line with best management practices for equipment storage and washdown areas, proper storage of hazardous materials in 2014.

#### COMMENTS

Early on-site assessment and recommendation is needed to refine the scope of work and seek funding opportunities. This project might rate quite well for a low interest loan from the Public Works Trust Fund.

<b>CAPITAL PROJECT COSTS</b>	<b>Total \$ Requested</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Land/Right of Way							
Building Improvements							
Preliminary Engineering	20,000						20,000
Construction Engineering							
Design Engineering	20,000				20,000		
Construction Costs							
Capital Outlay	75,000				75,000		
Study							
<b>TOTAL COSTS</b>	<b>\$115,000</b>				<b>\$95,000</b>		<b>\$20,000</b>

#### REQUESTED FUNDING

	<b>Total \$ Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Grants (DOE)	55,000				55,000		
Water Conn Fees/Res	12,500				10,000		2,500
Wastewater Conn Fees/Res	12,500				10,000		2,500
Stormwater Conn Fees/Res	12,500				10,000		2,500
Street Funds	2,500						2,500
Water Connection Fees/Reserves							
Real Estate Excise Tax II	20,000				10,000		10,000
Other (specify)							
<b>TOTAL SOURCES</b>	<b>\$115,000</b>				<b>\$95,000</b>		<b>\$20,000</b>



## Capital Improvement Program 2011 - 2016

Project for the

Stormwater Department

D4

### PROJECT TITLE

### Ginder Creek Stormwater Treatment Pond

#### DESCRIPTION

The City has three major untreated stormwater discharges onto city property that then flow directly into Ginder Creek. Some treatment is accomplished by natural flow across the surface before discharge into the creek. The City should look for grant opportunities or private opportunities to upgrade the treatment of the stormwater discharges into Ginder Creek.

#### BACKGROUND

Stormwater treatment facility: a wetpond and bioswale combined treatment facility to provide maximum phosphorous removal along the abandoned RR Ave north of Park Street. Detention will also be provided.

#### COMMENTS

Whereas there is a TMDL on Lake Sawyer for phosphorous the city should look for opportunities to reduce phosphorous inputs from existing untreated stormwater discharges. A joint project with a developer may be possible. The city could offer the land in exchange for the treatment upgrade of the existing discharges.

#### CAPITAL PROJECT COSTS

	Total \$ Requested	2011	2012	2013	2014	2015	2016
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	50,000			50,000			
Construction Costs	200,000				200,000		
Capital Outlay							
Other							
<b>TOTAL COSTS</b>	<b>\$250,000</b>			<b>\$50,000</b>	<b>\$200,000</b>		

#### REQUESTED FUNDING

	Total \$ Project	2011	2012	2013	2014	2015	2016
Department of Ecology Grant	200,000				200,000		
Water Connection Fees/Reserves							
Wastewater Connection Fees/Res							
Stormwater Connection Fees/Res	50,000			50,000			
Street Funds							
Real Estate Excise Tax I							
Real Estate Excise Tax II							
PW Trust Fund							
Developer project					200,000		
<b>TOTAL SOURCES</b>	<b>\$250,000</b>			<b>\$50,000</b>	<b>\$200,000</b>		





## Capital Improvement Program 2011 - 2016

Project for the **Stormwater Department**

# D5

### PROJECT TITLE **Lake Sawyer Road Culvert and Guardrail**

#### DESCRIPTION

Replace twin culverts with a bottomless box culvert and install guard rails to protect vehicles from running into the creek.

#### BACKGROUND

The twin culverts may impede the upstream migration of salmon. The existing corrugated metal culverts are showing signs of corrosion. The guard rails will protect the environment from errant stray vehicles.

#### COMMENTS

Grant funding is anticipated and included in the financing for this project. Design and permitting is scheduled for 2012 to assist with attracting grant and private mitigation funds.

	Total \$ Requested	2011	2012	2013	2014	2015	2016
<b>CAPITAL PROJECT COSTS</b>							
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	70,000		70,000				
Construction Costs	250,000				250,000		
Capital Outlay							
Other (Specify)							
<b>TOTAL COSTS</b>	<b>\$320,000</b>		<b>\$70,000</b>		<b>\$250,000</b>		
<b>REQUESTED FUNDING</b>							
	Total \$ Project	2011	2012	2013	2014	2015	2016
Grants	250,000				250,000		
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves	40,000		40,000				
Street Funds							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax I							
Real Estate Excise Tax II	30,000		30,000				
PW Trust Fund Loan							
BFB Carryover							
<b>TOTAL SOURCES</b>	<b>\$320,000</b>		<b>\$70,000</b>		<b>\$250,000</b>		



# CITY OF BLACK DIAMOND

## 2010 Schedule 2011 – 2016 Capital Improvement Plan (CIP)

	Process	Internal Due Date	Committee Meetings	Workshops	City Council Meetings
1	CIP Planning Meeting with Mayor/Brenda	March 23			
2	CIP Call letter to affected departments (include goals, rules and timelines)	April 2			
3	Finance prepares operating revenue sources for affected funds such as Street, Sewer, Water, Drainage and General Government	April 9			
4	Departments prepare detailed requests and submit to City Administration and Finance	April 14			
5	Finance prepares Draft Spreadsheet combining revenues and department requests for Internal review with Administration	April 19			
6	Administration and finance meet departments to review options	April 20 - 23			
7	CIP Committee Meeting for Public Safety (Leih, Bill)		April 29 4:30		
8	CIP Committee Meeting for Finance (Gen Govt) (Kristine, Craig)		April 30 9:00		
9	CIP Committee Meeting for Parks (Craig, William)		April 30 2:30		
10	CIP Committee Meeting for Public Works (Kristine, William)		May 11 3:30		
11	CIP Council Workshop Non Public Works			May 13 Special Mtg 5:00	
12	CIP Council Workshop: Public Works			May 27 Special Mtg 5:00	
13	Public Hearings on proposed 2011 – 2016 CIP				<b>June 3</b>
14	Council adopts 2011 – 2016 CIP				<b>June 17 or July 1</b>

Regular scheduled Council meeting are in **BOLD**





# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution No. 10-687, authorizing the Mayor to execute a Professional Services Agreement with RH2 Engineering for technical assistance related to the pending Master Planned Developments</b>	<b>Agenda Date: June 3, 2010</b>		<b>AB10-038A</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		X
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$150,000	Court – Stephanie Metcalf		
Fund Source: YarrowBay reimbursable	Community Devel. – Steve Pilcher		
Timeline: as soon as practicable			
<b>Attachments: Resolution No. 10-687, Agreement, Scope of Work and Rate Schedule</b>			
<b>SUMMARY STATEMENT:</b>  <p>While the Master Planned Developments are being reviewed by the City Council, the Public Works staff will need assistance in preparing for the possibility of moving to the Development Agreement phase of the Master Planned Development review process. The initial effort will focus on the research, analysis and study needed to form a strong basis of information to use in decision making for the Development Agreement negotiation. Should the Master Planned Developments not be approved the City will have the benefit of infrastructure project analysis for the City's own capital program planning purposes. If the Master Planned Development application is not approved this contract will terminate. The motion below limits the scope to the activities preparing for and assisting the City staff in the Development Agreement negotiation.</p> <p><b>Needed for Master Planned Development processing:</b>  The staff and the developer recognize that there is a need for Development agreement negotiation assistance, technical assistance in the establishment of functionally equivalent standards, infrastructure project identification and funding analysis, preliminary plat review as related to the supporting infrastructure and standards, preliminary design involvement. As the project move forward assistance will also be needed for plan review, construction documents and permitting, inspection and services during construction. The City also will need assistance with agency coordination and communication support and project management.</p> <p><b>Consultant:</b>  RH2 has provided the City with good service and valuable assistance through the MPD review process. City staff recently reviewed water and sewer engineering firms from the Municipal Research Services Center's list. Through that selection process a City staff panel selected RH2 to provide the City with Engineering Services for water and sewer.</p> <p><b>Funding:</b>  Yarrow Bay has agreed to fund the cost of the technical assistance support as with pass through billing for the Master Planned Development review process. YarrowBay has been timely with their reimbursements of costs incurred.</p>			

COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed again on May 25 and unanimously recommended adoption as previously presented at the May 20 Council meeting.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 10-687, authorizing the Mayor to execute a Professional Services Contract with RH2 Engineering for various technical assistance activities related to the pending Master Planned Development applications with a hold on scope items 3 ,6 and 7.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 20, 2010	Motion to postpone to June 3 Meeting	4-0
June 3, 2010		

RESOLUTION NO. 10-687

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH RH2  
ENGINEERING FOR ENGINEERING ASSISTANCE  
REGARDING THE CAPITAL FACILITY CHARGE ANALYSIS  
FOR WATER AND SEWER

**WHEREAS**, the Villages and Lawson Hills Master Planned Developments are moving forward to the council for review; and

**WHEREAS**, the City of Black Diamond Public Works Department is very limited in staff; and needs to be prepared for the greater infrastructure project details and financial issues associated with the Master Planned Developments; and

**WHEREAS**, there is a great deal of infrastructure research, analysis, and planning that is needed to provide the City of Black Diamond with the best decision making information for the Development Agreement negotiation; and

**WHEREAS**, RH2 Engineering has demonstrated relevant Master Planned Development experience, responsive service and technically leading expertise in water and sewer systems;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to execute a Professional Services Agreement with RH2 Engineering for engineering assistance regarding the Capital Facility Charge Analysis for water and sewer as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3<sup>RD</sup> DAY OF JUNE, 2010.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT  
Master Planned Developments - Engineering Assistance  
Contract**

---

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated June 3, 2010 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher

Phone: 360-886-2560

Fax : 360-886-2592

and

RH2 Engineering ("Consultant")

12100 NE 195<sup>th</sup> Street Suite 100

Bothell WA 98011

Contact: Dan Ervin, P.E.

Phone: 800-720-8052

Fax: 425-591-5305

Tax Id No.: 91-1108443

For professional services in connection with the following project:

**Master Planned Developments – Engineering Assistance Contract**

**TERMS AND CONDITIONS**

**1. Services by Consultant**

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree



of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **2. Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "A."

2.2 Time is of the essence as to the work provided in the Scope of Work. Consultant will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon receipt of Notice to Proceed that may be distributed via letter or e-mail.

## **3. Compensation**

3.1 Compensation for the services provided in the Scope of Work shall be on a Time and expenses Basis not to exceed \$150,000 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

## **4. Payment**

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

## **5. Discrimination and Compliance with Laws**

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

## **6. Suspension and Termination of Agreement**

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.2 The City will terminate this contract if the city council does not approve the Villages and Lawson Hills Master Planned Developments.

6.2 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

## **7. Standard of Care**

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **8. Ownership of Work Product**

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense

costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

## **9. Indemnification/Hold Harmless**

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

## **10. Insurance**

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

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

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

## **11. Assigning or Subcontracting**

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

## **12. Independent Contractor**

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

## **13. Notice**

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City:	City Administrator City of Black Diamond P.O. Box 599 Black Diamond, WA 98010 Fax: 360-886-2592
Consultant:	Dan Ervin c/o RH2 Engineering 12100 NE 195 <sup>th</sup> Street Suite 200 Bothell WA 98011 Fax: 425-951-5305



**14. Disputes**

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

**15. Attorney Fees**

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

**16. General Administration and Management on Behalf of the City**

16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

**17. Extent of Agreement/Modification**

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

CITY OF BLACK DIAMOND

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Rebecca Olness

Printed Name: \_\_\_\_\_

Its: Mayor

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By:

\_\_\_\_\_  
Brenda L. Martinez  
City Clerk

**EXHIBIT A**  
**Master Planned Developments - Engineering Assistance**  
**Contract**  
**SCOPE OF WORK**

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The Scope of Work is a general description of the types of services and activities where the City staff expects to need additional support to continue to process the Master Planned Development applications. This scope of work is not intended to be all inclusive and it is expected that the staff will request other technical assistance services not listed below, except that they must be related to the Master Planned Development application review process. This Scope of Work is broadly defined to allow the City's Project Managers to adapt the scope to meet the needs of the City. It is not anticipated that all of these services will be required, but they are included in the scope so that they can be assigned and completed as needed to meet the City's delivery schedules.

At all times the Scope of Work will be under the control of the City of Black Diamond. The Consultant is not at liberty to begin or complete work items unless specifically requested to do so by the City in the manner described and as authorized by the City.

**Development Agreement (DA) Assistance**

- Assist PWE and Planning with Project infrastructure planning
- Analyze the impacts of various infrastructure scenarios for constructability, maintainability, sustainability, reliability, community impacts, and capital costs
- Develop and analyze financing/equity/funding alternatives
- Develop standards consistent with the EIS and City requirements
- Write text as necessary to implement the EIS and MPD Ordinance
- Write and process amendments from time to time (as necessary) to react to the maturation of the project
- Maintain records that would allow the basis for Development Agreement decisions to be tracked and enforced.
- Prepare and print graphics as necessary to illustrate DA requirements
- Perform other tasks requested by the city to develop, approve and implement the Development Agreement

**Infrastructure Project Identification and Funding**

- Prepare a comprehensive list of improvements and projects anticipated to serve development ("projects")
- Identify the projects that the city will fund through capital facility charges
- Identify the projects that are exclusively developer extensions with no reimbursement or credit
- Identify the projects that are eligible for late comers reimbursement
- Perform a Capital Facility Charge analysis to set an appropriate CFC fee.

**Preliminary Plat**

- Review preliminary Plat submittals for compliance with DA requirements; sewer, water, stormwater, LID, streets and critical areas. Provide comments and meet with applicants as necessary to ensure compliance with DA and City codes.
- Check survey data and closure data for accuracy
- Check for compliance with County codes and recording requirements
- Prepare necessary documentation to facilitate City approval and acceptance (bond check, bond certification, staff reports, etc)

**Preliminary Design Elements**

- Attend meetings with City and applicants to reach consensus on design concepts and implement special opportunities
- Meet with design team from time to time to assist in implementing decisions and designs that meet the DA requirements

**Technical Assistance**

- Hydraulic analysis of water extension proposals and verification of fire flow needs using the City's water system hydraulic model.
- Research basin issues and line capacity issues using the City's sewer hydraulic model
- Check engineering calculations submitted by others in conjunction with planning, design and permitting.
- Perform Value Engineering Analyses when appropriate to ensure the proposed improvements are reasonable and sustainable
- Analyze rate and O&M impacts when appropriate to ensure the City is able to operate and maintain the permitted improvements
- Provide bonding, rate and financing analyses as necessary to support the City's utilities and administration
- Review codes, standards and procedures from other cities and other utilities for briefing and alternative analyses
- Prepare design plans as requested by the city

**Construction Documents/Permitting**

- Review plans submitted by project applicants for compliance with applicable codes, standards and criteria. These are likely to include; clearing and grading, mass grading, Temporary Erosion and Sedimentation Control, Traffic Control, Utilities (both wet and dry), Roadways, Intersections, Signalization, Channelization, Landscaping, Automatic Control, Reservoirs, Pump Stations, Lift Stations, Pressure Reducing Valves, Detention and Treatment Ponds, and Treatment Systems.
- Prepare comments using standard city forms and procedures or using custom forms and procedures
- Meet with City and applicants as necessary to present the comments and answer questions. Meet with applicants as necessary to optimize plans and capitalize on unique design or operation opportunities
- Maintain records of the plan submittals and the plan review comments
- Approve final permits and comply with State Standards for engineering review and approval
- Prepare reports necessary to obtain DOH and METRO approval of applicable construction projects

**Assistance during Construction**

- Prepare for and attend pre-construction conferences as requested by the City
- Review shop drawing submittals, change orders, field changes and design changes as requested
- Review and certify bond amounts and quantity take-offs as requested
- Assist inspection staff with questions, revisions and construction related questions
- Provide field inspection staff as requested to meet short-term scheduling needs
- Provide staff for on-site reconnaissance and field measurements (environmental monitoring) as requested

- Review and approve as-built drawings and markups
- Process the necessary documents to transfer ownership of the facilities to the city and ensure they are operable and complete
- Process the necessary documents to accept and own Right of Way

#### **Agency coordination and communication support**

- Prepare for and meet with other agencies as necessary to support the planning, design and permitting efforts of the applicants and as requested by the City.
- Represent the City as requested at regional or inter-governmental venues
- Maintain minutes and action summaries of all meetings
- Maintain a data-base of all required agency approvals and process all permits appropriately to obtain and comply with other agency approval requirements

#### **Meeting attendance/consultation**

- Prepare for and attend weekly meetings with staff and applicants. Maintain minutes and action items. Follow-through on action items as requested by the City
- Obtain copies of and review minutes, actions and other documents from Council and Committee meetings.
- Prepare for and attend presentations to the public, special interest groups and other agencies as requested by the City
- Attend Council Meetings, Administrative Meetings and staff meetings as requested by the City. Represent the city in a professional and rational manner in all venues.

#### **Project Management**

- Develop and maintain the processes necessary to work efficiently and provide timely feedback regarding progress and billing
- Maintain billing records and provide invoices in a timely and unambiguous format using methods that allow the City to track and allocate professional costs
- Maintain equipment and processes so that staff can readily and efficiently approach, communicate with and share documents with the consultants' staff
- Maintain all records in a format that supports efficiency and organization
- Provide progress and billing updates when requested by City
- Make administrative staff available to the City to assist with overflow administrative tasks or assistance with project management



**EXHIBIT B**  
**RH2 Engineering**  
**SCHEDULE OF RATES AND CHARGES**

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$188.00	Technician	IV	\$120.00
Professional	VIII	\$188.00	Technician	III	\$112.00
Professional	VII	\$180.00	Technician	II	\$83.00
			Technician	I	\$78.00
Professional	VI	\$167.00			
Professional	V	\$139.00	Administrative	V	\$111.00
Professional	IV	\$149.00	Administrative	IV	\$93.00
			Administrative	III	\$79.00
Professional	III	\$139.00	Administrative	II	\$64.00
Professional	II	\$130.00	Administrative	I	\$54.00
Professional	I	\$118.00			

In-house copiers (each)	8 1/2" X 11"	\$0.07	CAD Plots	Large	\$10.00
In-house copiers (each)	8 1/2" X 14"	\$0.08	CAD Plots	Full Size	\$3.00
In-house copiers (each)	11" X 17"	\$0.14	CAD Plots	Half Size	\$2.00
In-house copiers (color) (each)	8 1/2" X 11"	\$0.83	GIS System	Per Hour	\$10.00
In-house copiers (color) (each)	8 1/2" X 14"	\$1.50	GIS Plots	Per Plot	\$3.00
In-house copiers (color) (each)	11 X 17"	\$1.70	In-house Computer	Per Hour	\$9.00
			Mileage	Per Mile	\$0.30
FAX (each sheet)		\$1.00	Digital Camera	Per Day	\$10.00
In-house CAD System	Per Hour	\$25.00	Digital Camera	Per Week	\$30.00
			Digital Camera	Per Month	\$90.00

\*Note: At project completion all digital photos can be supplied to the client on CD, upon request.

All subconsultant services are billed at cost plus 15%.

Rates listed here are adjusted annually. The current, most recent schedule of hourly rates are used for billing purposes. Payment for work accomplished shall be on the basis of hourly rates in effect at the time of billing plus direct expenses and outside services as stated in this Exhibit.

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution No. 10-688, awarding a contract for a repair and overlay on 232<sup>nd</sup> Avenue SE per the Public Works CIP Program</b>	<b>Agenda Date: June 3, 2010</b>		<b>AB10-042</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator --		
	City Attorney --Chris Bacha		
	City Clerk -- Brenda L. Martinez		X
	Finance -- May Miller		
	Public Works -- Seth Boettcher	X	
	Economic Devel. -- Andy Williamson		
	Police -- Jamey Kiblinger		
Cost Impact: \$34,783	Court -- Stephanie Metcalf		
Fund Source: CIP	Comm. Dev. -- Steve Pilcher		
Timeline: June 2010			
<b>Attachments:</b> Resolution No. 10-688, Contract, Map, Bid Sheet			
<b>SUMMARY STATEMENT:</b>  City staff solicited bids from contractors on our Small Works Roster that provide asphalt paving services. The City received 5 bids and is recommending that the City award the bid to Western Asphalt, Inc.			
<b>FUNDING:</b> The City has reserved funds for this project under the 2009-2014 Capital Improvement Plan.			
<b>PURPOSE:</b> Overlay approximately 1000 lineal feet of asphalt on 232 <sup>nd</sup> Avenue SE,			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> Public Works Committee reviewed at their May 25 Committee meeting and recommended approval.			
<b>RECOMMENDED ACTION:</b> <b>MOTION to adopt Resolution No. 10-688, awarding the 232<sup>nd</sup> Avenue SE project to Western Asphalt Inc. and authorizing the Mayor to execute the contract for \$34,783.00.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 3, 2010			

**RESOLUTION NO. 10-688**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AWARDING 232<sup>ND</sup> AVENUE SE OVERLAY PROJECT TO  
WESTERN ASPHALT INC. AND AUTHORIZING THE  
MAYOR TO EXECUTE THE CONTRACT**

**WHEREAS**, the City of Black Diamond has budgeted through the Capital Improvement Plan the repair and overlay of 232<sup>nd</sup> Ave SE; and

**WHEREAS**, the City has properly solicited bids through the City adopted Small Works Roster; and

**WHEREAS**, the City has evaluated the bids and selected the lowest qualified bidder; and

**WHEREAS**, Western Asphalt, Inc was the lowest responsive bid;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** Award the bid for the 232<sup>nd</sup> Avenue SE Overlay Project in the amount of \$34,783 to Western Asphalt, Inc.

**Section 2.** The Mayor is hereby authorized to execute a contract Western Asphalt, Inc. to complete the 232<sup>nd</sup> Avenue SE Overlay Project, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF JUNE,  
2010.**

CITY OF BLACK DIAMOND:

---

Rebecca Olness, Mayor

Attest:

---

Brenda L. Martinez, City Clerk

## CITY OF BLACK DIAMOND

Department of Public Works  
P.O. Box 599 – 24301 Roberts Drive  
Black Diamond, Washington 98010

### SMALL PUBLIC WORKS CONTRACT

1. **Parties.** This Contract is voluntarily and knowingly entered into by and between the CITY OF BLACK DIAMOND, King County, Washington ("City"), and \_Western Asphalt, Inc. ("Contractor"), collectively, "the Parties."
2. **Project.** The Parties enter into this Contract for purposes of Contractor performing work ("the Project"), generally described as:  
  
*1000 feet Repair and Overlay of a portion of 232<sup>nd</sup> Ave SE; see City May 5<sup>th</sup> letter, Western Asphalt bid and map*
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including their heirs, successors, and assigns, immediately upon the most recent date of signature appearing on this Contract.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile. It is the responsibility of Contractor to notify City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses:

**CITY:**

CITY OF BLACK DIAMOND  
P.O. Box 599 – 24301 Roberts Drive  
Black Diamond, Washington 98010  
Contact: Seth Boettcher  
Phone: (253) 886-2560  
Fax: (360) 886-2592

**CONTRACTOR:**

Western Asphalt, Inc.  
P.O. Box 980  
Maple Valley, WA 98038  
Tax I.D. # 91-0830959  
Contact: Steve Eichelberger  
Phone: (425) 432-8434  
Fax: (425) 432-8854

5. **Obligations of Contractor.** In consideration of the mutual promises and obligations of the parties contained herein and incorporated by reference, Contractor expressly agrees to the following terms and conditions:

A. *In general.*

- (1) Responsible for all labor. Contractor agrees and understands that Contractor shall be solely responsible for furnishing all labor necessary to complete the Project as required.



- (2) Responsible for performing all work. Contractor agrees and understands that Contractor shall be solely responsible for performing all work necessary to complete the Project as required.
- (3) Responsible for furnishing all materials and equipment. Contractor agrees and understands that Contractor shall be solely responsible for furnishing all materials and equipment necessary to complete the Project as required, except for any materials expressly agreed in writing to be provided by City. Materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the City.
- (4) Documents incorporated by reference. Contractor agrees and understands that all terms and specifications contained in the May 5th bid solicitation letter issued by City as part of determining the awarding of this Contract is hereby incorporated by reference and must be complied with, unless one or more of such terms and specifications are expressly amended or waived in writing by City.
- (5) Laws and regulations to be followed. Contractor agrees and understands that Contractor, his employees, agents, and subcontractors, must at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.

**B. *Work Performance.***

- (1) Prevailing wages. Contractor agrees and understands that prevailing wages, as that term is defined under the laws of the State of Washington, shall be paid for all work performed on this Project by Contractor and by Contractor's subcontractors and agents.
- (2) Notice to City. Minimum 24-hours prior notice shall be given to City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. Contractor agrees that all work is to be performed to the City's satisfaction in compliance with the City's May 5<sup>th</sup> bid solicitation letter, the Contractor's bid and City Engineering design and construction standards prior to awarding this Contract, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Contractors conditions The city accepts the contractor's Notes to proposal, Price qualifications, general provisions and price escalation agreement clause except where in conflict with this contract.
- (5) City Construction Standards to control. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with the City's Construction Standards. Where the Construction Standards are in conflict with the approved Plans & Specifications, the City's Construction Standards shall control.
- (6) Schedule of Work to be followed. Contractor understands and agrees that time is of the essence in performing the work needed for this Project. Contractor shall

diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.

- (7) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. In addition to the Contractor's other obligations under the Contract, the Contractor shall, for a period of one year after final acceptance of the Project by the City, correct work not conforming to the requirements of the Contract. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.

*C. Non-Discrimination.*

- (1) Contractor agrees that it, and its subcontractors and other agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

**6. Compensation**

**X** LUMP SUM. Compensation for these services shall be a Lump Sum of thirty four thousand seven hundred eighty three dollars and 00 cents (\$34,783). This lump sum bid price does not include sales tax as overlay projects are exempt from sales tax.

**7. Payment**

- A. The Contractor will bill the city within three weeks of completing the project.
- B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.
- C. Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- D. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

8. **Retainage.** Pursuant to RCW 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until the contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7) that has been certified by the industrial statistician of the Department of Labor and Industries.
9. **Performance Bond.** The City will not require a performance bond for this project but rather will only approve payment upon satisfactory completion of the project.
10. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the parties.
11. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
12. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements must be included in any public works contract:

A. *Responsibility Criteria.*

- (1) Eligibility to be awarded contract. To be awarded this public works contract, the Contractor hereby certifies that Contractor meets the following responsibility criteria:
  - a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
  - b. Contractor has a current state unified business identifier number;
  - c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an

employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and

- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

B. *Requirement to verify subcontractors.* Contractor must verify the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works contract and subcontract of every tier.

### 13. Insurance

A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, that insurance is maintained by Contractor and each of its subcontractors or agents who are not otherwise covered by Contractor's insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.

C. Title 51 Industrial Insurance Waived. The parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW Industrial Insurance Law.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an



insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for The City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

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

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

F. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or

contractors as well as to any temporary structures, scaffolding and protective fences.

- G. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.
- H. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request by the City, the Contractor shall provide evidence of such insurance.

**14. Claims for damages.**

- A. Excluded situations. City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of the Standard Specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of the Standard Specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City from all claims for damages by third parties, including costs and reasonable attorneys' fees in the defense of claims for damages arising from the performance of Contractor's express or implied obligations under this Contract. It is further agreed that all third party claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that a claim arises from the sole negligence of City, City shall be responsible for all damages to third party claimant. In the event that City and Contractor agree or a court finds that a claim arises from the combined negligence of Contractor and

City, Contractor shall be responsible for all damages payable by Contractor to third party claimant under the court findings and, in addition, Contractor shall indemnify the City for all damages paid or payable by City under the court findings in an amount not to exceed the percentage of total fault attributable to Contractor.

**15. Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**16. Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City.

**17. Independent Contractor.** Contractor is and shall be at all times during the term of this Agreement an independent contractor.

**18. Disputes.** Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court.

**19. Attorneys Fees.** In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

**20. Extent of Agreement/Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

**CITY OF BLACK DIAMOND**

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT**

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_ (*Corporate Officer (Not Contract Signer)*) certify that I am the \_\_\_\_\_ (*Corporate Title*) of the corporation named as Contractor in the Agreement attached hereto; that \_\_\_\_\_, (*Contract Signer*) who signed said Agreement on behalf of the Contractor, was then \_\_\_\_\_ (*Corporate Title*) of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Corp. officer signature (not contract signer)

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, (*corporate officer (not contract signer)*) being duly sworn, deposes and says that he/she is \_\_\_\_\_ (*Corporate Title*) of \_\_\_\_\_ (*Name of Corporation*)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Print)  
My commission expires \_\_\_\_\_

**DECLARATION OF OPTION FOR MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE**

*Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.*

Monies reserved under provisions of RCW 60.28, at the option of the Contractor, shall be:

\_\_\_\_\_ (1) Retained in a fund by the City.

\_\_\_\_\_ (2) Deposited by the City in an interest-bearing account in a bank, mutual savings bank or savings and loan association.

\_\_\_\_\_ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

\_\_\_\_\_  
*Contractor Signature*

\_\_\_\_\_  
*Date*



## CITY OF BLACK DIAMOND

---

Physical Address: 24301 Roberts Drive  
Mailing Address: PO Box 599  
Black Diamond, WA 98010

Phone: (360) 886-2560  
Fax: (360) 886-2592  
[www.ci.blackdiamond.wa.us](http://www.ci.blackdiamond.wa.us)

May 5, 2010

RE: 232 Ave SE and SE 292 overlay

The City of Black Diamond is soliciting bids for an 1 ½ " overlay of approximately 1000 lineal feet of asphalt with pre-leveling work before paving, below is a list of items to be included in the bid, prevailing wages will be required.

1. 1 ½ " overlay of approximately an area of 1000'x22'.
2. Grind butt joints on both ends of project to provide smooth transition from new to old asphalt and grind butt joints to eight existing asphalt driveways for smooth transition.
3. Grind and patch two areas of approximately 6'x 40' and one area of 12'x 60'.
4. Pre-level of approximately 850'x 22'.
5. Petromat approximately 800'x20.'
6. Thickened edge of approximately 100' on one side.

Additive alternate: Please include a separate cost for traffic control. ( The City may provide).

See attached City contract form.

Please provide the City with a lump sum bid by May 21, 2010.

If you have any questions or want to schedule an on site visit, please call me at 253-261-1860.

The City will provide dump truck for grindings, clean shoulders before paving and gravel shoulders.

Sincerely,

Dan Dal Santo  
Utilities Superintendent  
City of Black Diamond  
360-886-2560 Phone  
360-886-2592 Fax  
[ddalsanto@ci.blackdiamond.wa.us](mailto:ddalsanto@ci.blackdiamond.wa.us)

# WESTERN ASPHALT, INC.

ASPHALT PAVING

P.O. BOX 980

MAPLE VALLEY, WA 98038

Phone: 425-432-8434 or 206-624-4433

Fax: 425-432-8854

DATE:

05/06/10

## CONTRACTING PARTY

CITY OF BLACK DIAMOND

ATTN: DAN

PHONE#360-886-2660

FAX#360-886-2692

## PROJECT NAME:

BLACK DIAMOND OVERLAY

BLACK DIAMOND, WA.

PAGE 1

OUR PROPOSAL IS TO FURNISH THE FOLLOWING ITEMS ONLY AND ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. QUOTATION VALID FOR 15 DAYS.

Approximate Quantity	Unit	Description of Item	Unit Price	Total Price
		RE; PAVING		
2,444	SY	ITEM 1) GRIND AND OVERLAY GRIND BUTT JOINTS AND DRIVEWAYS TO PROVIDE SMOOTH TRANSITION BETWEEN OLD AND NEW ASPHALT. GRIND AREA SOUTH OF OVERLAY TO ACCEPT SKIN PATCH (12X60). PRE-LEVEL AND INSTALL PETROMAT PRIOR TO OVERLAY. <i>include 2 6'x40' patches</i>  <u>OVERALL APPROXIMATE DIMENSIONS</u> 1. OVERLAY- 1000' X 22' 2. PRE-LEVEL- 850' X 22' 3. PETROMAT- 800' X 20'  THICKENED EDGE IS INCLUDED IN THE PRICE.  ITEM 2) ALTERNATE FOR FLAGGING PROVIDE TRAFFIC CONTROL DURING PAVING AND GRINDING OPERATIONS.  <u>PLEASE NOTE:</u> 1. PRICE IS FOR ABOVE STATED ITEMS ONLY. 2. PRICE DOES NOT INCLUDE SALES TAX. 3. PRICE EXCLUDES TRAFFIC CONTROL. 4. CITY TO PROVIDE TRUCKS AND DUMP SITE FOR GRIND. 5. OIL ESCALATION MUST BE PART OF THE CONTRACT. 6. PLEASE SEE PAGE TWO FOR STANDARD EXCLUSIONS.	\$34,183.00	LUMP SUM
			\$600.00	LUMP SUM

SEE ATTACHED PAGE FOR ALL CONDITIONS OF QUOTATION:

YOUR SIGNATURE ON ALL SHEETS, & RETURNED TO US WILL MAKE THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. RESERVING RIGHT OF WESTERN ASPHALT, INC. TO CANCEL IF UNIT PRICES INCREASE BEFORE WESTERN ASPHALT COMMENCES ACTUAL WORK ON ANY PHASE OF THE PROJECT.

Approved by Owner

Western Asphalt, Inc.

By STEVE EICHELBERGER

PROJECT MANAGER

Accepted:



# WESTERN ASPHALT, INC.

ASPHALT PAVING

P.O. BOX 980

MAPLE VALLEY, WA 98038

Phone: 425-432-8434 or 206-624-4433

Fax: 425-432-8854

DATE:

05/06/10

## CONTRACTING PARTY

CITY OF BLACK DIAMOND

PAGE 2

## NOTES & EXCLUSIONS: (SIGNATURE REQUIRED)

## PROJECT NAME:

BLACK DIAMOND OVERLAY

## NOTES TO PROPOSAL:

1. ALL ASPHALT PAVING ESTIMATES ARE PRICED FOR PLACEMENT UPON A SUBGRADE THAT IS FIRM, UNYIELDING AND BALANCED WITHIN  $\pm .10'$  OF SUBGRADE ELEVATION. SUBGRADES THAT ARE FROZEN, SATURATED OR YIELDING ARE NOT ACCEPTABLE FOR ASPHALT PAVING AND WILL REQUIRE A GRADE RELEASE.
2. ONLY WORK SPECIFICALLY INCLUDED IN QUOTE WILL BE PERFORMED. ADDITIONAL WORK CAN BE PERFORMED AT AN ADDITIONAL PRICE TO OWNER.
3. PRICES ARE BASED ON AN UNRESTRICTED WORK AREA TO WESTERN ASPHALT PAVING CREWS & TRUCKS.
4. ADDITIONAL MOBILIZATIONS WILL BE INVOICED AT A MINIMUM OF \$2500.00 EACH.
5. CONTRACTOR MUST PROVIDE FOR WATER REQUIRED.

PRICES ARE FOR STATED ITEMS ONLY, AND EXCLUDE ANY ITEMS NOT SPECIFICALLY INCLUDED, SUCH AS, BUT NOT LIMITED TO THE FOLLOWING:  
TRAFFIC CONTROL, FLAGGING, GRINDING, TESTING, SWEEPING, ENGINEERING, JOB LAYOUT, UTILITY ADJUSTMENTS AND PATCHING, SAWCUTTING, STRIPING, CURBING, EXCAVATION, PRIME COAT, SURVEYING, PROOF ROLLING, BOND, WASH STATE SALES TAX, PRELEVELING, GRAVEL BASE, SUBGRADE WORK, BUILDERS RISK INSURANCE, JOB SPECIFIC DRUG TESTING OR BADGING, PARTICIPATION IN ANY APPRENTICESHIP PROGRAM, PERMITS, NIGHT AND WEEKEND WORK, ETC.

## GENERAL PROVISIONS:

Total price to be based on actual quantity or measurement unless indicated as lump sum above.

State sales tax to be added where applicable.

Total price to be based on actual quantity or measurement unless indicated as lump sum above.

TERMS: Net cash upon completion of job.

A FINANCE CHARGE OF 1% PER MONTH (WHICH IS AN ANNUAL PERCENTAGE RATE OF 12%) WILL BE IMPOSED ON ANY PORTION OF YOUR ACCOUNT NOT PAID WITHIN 30 DAYS AFTER THE BILLING DATE.

1. Contracting party will make progress payments on jobs of 30 days duration.
2. This contract is subject to approval of the Western Asphalt, Inc. credit department.
3. If payments for amounts due on this contract or any portion thereof are not paid in accordance with the terms of the contract the contracting party agrees to pay all costs of collection which shall include reasonable fees if the matter is placed in the hands of an attorney for collection, or if suit shall be brought.
4. Western Asphalt, Inc. shall not be liable for damage to or breakage of underground pipes and/or conduits not visible from the surface of the ground nor for any damage to approaches (including sidewalks) from the street to the property line.
5. Western Asphalt, Inc. shall not be responsible for damage to the completed pavement surface due to the action of petroleum products spillage.
6. Soil sterilization (weed killer), if not included in the contract, will be applied at rates specified by manufacturer. Western Asphalt, Inc. will not be responsible for any subsequent growth of Horsetail Weed, Morning Glory, deep rooted Ferns, or Perennials which have not reached maturity prior to application.
7. Quotations subject to change or cancellation after 30 days.
8. All agreements are contingent on strikes, accidents, delays of carriers and other delays unavoidable or beyond our control.
9. We cannot be responsible for subgrade failures.

Your signature on one copy returned to us will make this a legal contract for the performance of the above work. Reserving right of Western Asphalt, Inc. to cancel if unit prices increase before Western Asphalt commences actual work on the project.

Approved by Owner

Western Asphalt, Inc.

Accepted:

STEVE EICHELBERGER  
PROJECT MANAGER



**WESTERN ASPHALT, INC.**  
ASPHALT PAVING

WESTERN ASPHALT, INC

**ESCALATION AGREEMENT CLAUSE**

May 6<sup>th</sup>, 2010

Attn: Dan Dal Santo

Re: City of Black Diamond Overlay

Recently, the costs for our paving grade liquid asphalts have been rising at an astonishing rate. Unfortunately, with the volatility of this market, our supplier is unable to give price protection on these materials or provide any firm information as to when it will stabilize.

Because of this situation, Western Asphalt feels compelled to make this escalation agreement clause an understanding part of the unit pricing as quoted for your project.

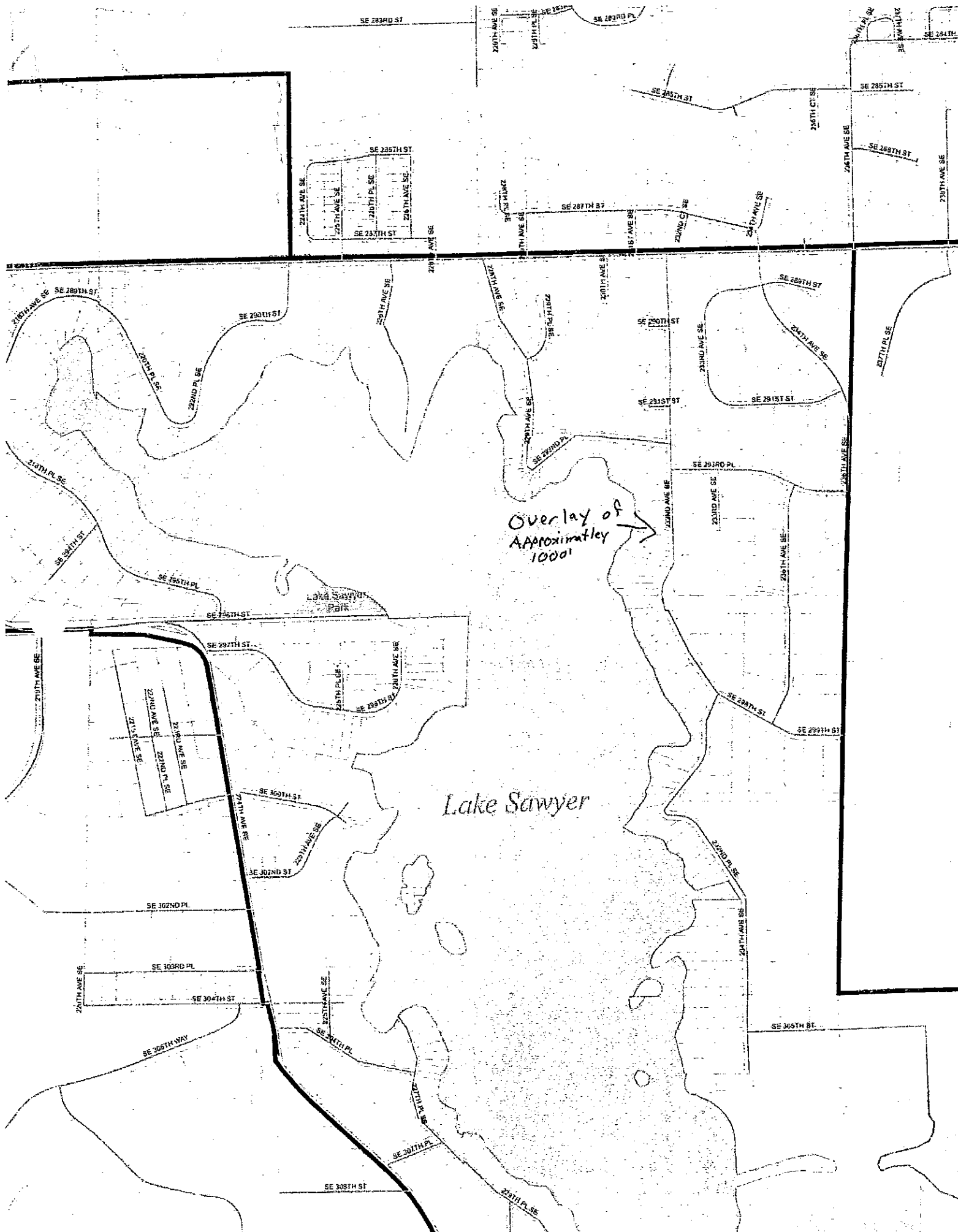
In fairness to all parties, rather than guess as to where the market will be at the time your project paves, your proposal is based upon our most current market price of \$500.00 per ton for liquid asphalt. If any increase or decrease in liquid asphalt occurs from our supplier before the actual work commences on any phase of your project, Western Asphalt will adjust your unit pricing accordingly to reflect that increase or decrease.

**AS AN EXAMPLE** – For every \$10 increase or decrease in liquid asphalt, the TON or SY paving price would be adjusted as follows:

	Class B	ATB
PER TON	\$0.54/TON	\$0.40/TON
SY DEPTH OF ASPHALT		
1"	\$0.03/SY	\$0.02/SY
2"	\$0.06/SY	\$0.04/SY
3"	\$0.09/SY	\$0.07/SY
4"	\$0.12/SY	\$0.09/SY
6"	\$0.18/SY	\$0.13/SY

By: \_\_\_\_\_  
APPROVED AND ACCEPTED

By: \_\_\_\_\_  
WESTERN ASPHALT INC.



**232ND OVERLAY PROJECT  
BID TABULATION**

<b><u>COMPANY</u></b>	<b><u>REC'D</u></b>	<b><u>BID AMOUNT</u></b>	<b><u>NOTES</u></b>
Western Asphalt, Inc	5/6/2010	\$34,783.00	
Lakeside Industries, Inc	5/12/2010	\$35,507.90	
Tony Lind Paving	5/20/2010	\$37,340.00	No traffic control in bid
Watson Asphalt Paving Co	5/21/2010	\$36,770.00	
Lakeridge Paving Co LLC	5/21/2010	\$36,607.75	



# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Ordinance No. 10-939, prohibiting parking on SE 312<sup>th</sup> Street.</b>	<b>Agenda Date: June 3, 2010</b>		<b>AB10-043</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$1,000	Parks/Natural Resources – Aaron Nix	X	
Fund Source: CIP	Comm. Dev. – Steve Pilcher		
Timeline: N/A			
<b>Attachments: Ordinance No. 10-939</b>			
<p><b>SUMMARY STATEMENT:</b></p> <p>The City has been made aware of safety issues, detrimental activities and impacts associated with parking along SE 312<sup>th</sup> Street by users of the Lake Sawyer Regional Park. SE 312<sup>th</sup> Street is not identified as an entrance point to the City's Lake Sawyer Park.</p> <p>The City is currently working on providing an alternative entrance in this area to the Lake Sawyer Regional Park property.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Move to full Council for approval.			
RECOMMENDED ACTION: <b>MOTION to adopt Ordinance No. 10-939, prohibiting parking on SE 312<sup>th</sup> Street.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 3, 2010			

**ORDINANCE NO. 10-939**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF BLACK DIAMOND, KING COUNTY,  
WASHINGTON, PROHIBITING PARKING ON SE  
312<sup>TH</sup> STREET**

**WHEREAS**, City has been made aware of safety issues, detrimental activities and impacts associated with parking along SE 312<sup>th</sup> Street by users of the Lake Sawyer Regional Park; and

**WHEREAS**, SE 312<sup>th</sup> Street is not identified as entrance point to the City's Lake Sawyer Regional Park Property and other adequate entrance points are available to the public; and

**WHEREAS**, it is in the best interests of the City and its residents to prohibit parking on SE 312<sup>th</sup> Street;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** A new chapter 10.10 entitled "Public Roadway Parking Restrictions," is hereby added to the Black Diamond Municipal Code and it shall read as shown in the copy attached to this ordinance as Exhibit A and hereby incorporated by reference, with each page of the exhibit being initialed and dated by the Mayor.

**Section 2. Severability.** Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

**Section 3. Effective date.** This Ordinance shall be in full force and effect July 1, 2010 after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by state law.

Introduced on the 3rd day of June, 2010.

Passed by the City Council on the 3<sup>rd</sup> day of June, 2010.

---

Mayor Rebecca Olness

ATTEST:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Bacha, City Attorney

Published: \_\_\_\_\_

Posted: \_\_\_\_\_

Effective Date: \_\_\_\_\_

EXHIBIT A TO ORDINANCE NUMBER

Chapter 10.10

PUBLIC ROADWAY PARKING RESTRICTIONS

**Sections:**

**10.10.010 Parking Restrictions**

**10.10.020 Penalties**

**10.10.030 Supplemental Authority**

**10.10.010 Parking Restrictions**

SE 312<sup>th</sup> Street

Parking of vehicles along both sides of SE 312<sup>th</sup> Street from its intersection with Lake Sawyer Road, east 1600 feet to its terminus at the gate to the City park property shall be prohibited.

**10.10.020 Penalties**

Any person violating any provision of this chapter shall have committed a civil infraction and shall be assessed a monetary penalty of \$100.

**10.10.030 Supplemental Authority**

The parking restrictions set forth in this Chapter shall be in addition to any other parking restrictions imposed in accordance with other provisions of the City of Black Diamond Municipal Code or state law.



# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Ordinance No. 10-940,</b> <b>regarding the control of animals</b> <b>within the City limits and amending</b> <b>Black Diamond Municipal Code</b> <b>6.08</b>	<b>Agenda Date: June 3, 2010</b>		<b>AB10-044</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney – Chris Bacha		X
	City Clerk – Brenda L. Martinez	X	
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Timeline: Ordinance becomes effective 5 days after publication	Parks/Nat. Resources – Aaron Nix		
	Community Develop. – Steve Pilcher	X	
<b>Attachments: Ordinance No. 10-940</b>			
<b>SUMMARY STATEMENT:</b>  <p>When the 2009 Zoning Code was under consideration by the Planning Commission and City Council, staff noted that the code language concerning the keeping of animals was at times unclear and also in need of updating. Staff examined several codes from other communities in drafting the proposed revisions.</p> <p>Under the proposals, the keeping of animals is permitted in all zones within the City, subject to standards. A total of six (6) household pets (dogs, cats, etc.) are allowed, but no more than four (4) dogs or cats. A litter may be kept until the animals are weaned. Up to four (4) small domestic animals (rabbits, ducks, chickens, etc.) may be kept on lots less than ½ acre and a ratio of 5 per acre for sites greater than ½ acre. Livestock and larger farm animals (horses, cows, sheep) may be kept on lots greater than ½ acre in size at varying numbers, depending on the type of animal.</p> <p>The Council first considered proposed changes in August 2008 and later requested that the Planning Commission review and develop a recommendation. The Commission added several provisions, including a breed-specific dog ban. Significant public comment occurred as a result of that proposal, which is no longer included in the draft ordinance.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: <b>Approval (Planning &amp; Comm. Services)</b>			
RECOMMENDED ACTION: <b>MOTION to adopt Ordinance 10-940, amending Chapter 6.08 of the Black Diamond Municipal Code relating to the control of animals within the City limits.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 3, 2010			

**CITY OF BLACK DIAMOND, WASHINGTON**

**ORDINANCE NO. 10- 940**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, REGARDING THE CONTROL OF ANIMALS WITHIN THE CITY AND AMENDING SECTIONS 6.08.020, 6.08.020, 6.08.030, 6.08.040, 6.08.050, 6.08.070, 6.08.080, 6.08.090, 6.08.120, 6.08.130, 6.08.160, 6.08.200, AND 6.08.210, ADDING NEW SECTIONS 6.08.005, 6.08.025, 6.08.212, AND 6.08.214, AND REPEALING SECTIONS 6.08.060 AND 6.08.110 OF THE BLACK DIAMOND MUNICIPAL CODE**

WHEREAS, the City has reviewed its existing ordinances regulating the control of animals within the City and determined that a few procedural issues relating to animals needed to be addressed; and

WHEREAS, at the request of the Council, the City Planning Commission reviewed Chapter 6.08 of the Black Diamond Municipal Code, conducted a public hearing, and then recommended various amendments be made;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. A new section 6.08.005 is hereby added to the Black Diamond Municipal Code, to read as follows:

**6.08.005 Definitions.**

- A. “Adult dog or cat” means any dog or cat over the age of six (6) months.
- B. “Animal control officer” means a duly-commissioned officer employed by King County Animal Care and Control or successor agency.
- C. “Dangerous dog” means:
  - (1) Any dog with a known propensity, tendency or disposition to attack without provocation, to cause injury to, or to otherwise endanger the safety of humans or other domestic animals;
  - (2) Any dog which attacks a human being or other domestic animal without provocation;
- D. “Exotic animals” means venomous and constrictor species of snakes capable of inflicting serious physical harm or death to human beings; non-human primates and prosimians; bears; non-domesticated species of felines; non-domesticated species of canines and their hybrids, including wolf and coyote hybrids;

crocodilia, including alligators, crocodiles, caiman and gavials.

E. "Fowl" means domesticated birds generally kept for use or commercial sale, such as chickens, turkeys, ducks, geese, swans, quail, pheasants, and any other bird similar in nature and size.

F. "Hobby kennel" means the housing of between six to ten household pets at a residential property, generally with the intention of breeding for future sale.

G. "Household pets" means small domesticated animals or fish kept for pleasure rather than utility. Pets include animals such as dogs, cats, spayed or neutered pot-bellied pigs, hamsters, hedgehogs, pygmy goats, nonvenomous and nonconstrictor snakes, fish and birds such as parakeets, canaries, parrots and other related non-fowl birds.

H. "Kennel" means any premises used to conduct a commercial business involving the buying, selling, breeding for sale, letting for hire, boarding or training of dogs, but excluding animal hospitals or clinics where animals are kept only for treatment by licensed veterinarians.

I. "Large animal" means any animal exceeding 200 pounds in weight.

J. "Livestock" means domesticated animals generally kept for use or profit, such as horses, mules, donkeys, ponies, oxen, cattle, llamas, goats, sheep, mink, swine and any other animal similar in nature and size.

K. "Owner" means any person or entity possessing, harboring, keeping, having an interest in, or having control or custody of an animal.

L. "Small domestic animals" (mammals and fowl) means small mammals and fowl such as rabbits, ducks, quail, geese, swans, chickens, pigeons, and other similar animals kept as pets or for personal use, but not for commercial sale, less than 200 pounds in weight.

Section 2. Section 6.08.010 of the Black Diamond Municipal Code is hereby amended to read as follows:

**6.08.010 Animals permitted where.**

The keeping of animals is permitted within any zone district within the city, subject to the standards of this chapter.

Section 3. Section 6.08.020 of the Black Diamond Municipal Code is hereby amended to read as follows:

**6.08.020 Number of household pets allowed.**

A. In residential and MPD zones, each dwelling unit and the accompanying lot or common area is limited to a total of five (5) household pets, any three (3) of which

may be adult dogs, and any three (3) of which may be adult cats, plus one unweaned litter produced by any of the pets. Provided, this limitation shall not apply to gerbils, hamster, fish, birds defined as household pets, nonvenomous or nonconstrictor snakes, and similar pets maintained in cages or tanks.

B. Household pets shall be sheltered in the dwelling unit or in a structure located in the side or rear yard of the accompanying lot.

Section 4. A new section 6.08.025 is hereby added to the Black Diamond Municipal Code, to read as follows:

**6.08.025 Number of small domestic animals allowed.**

A. No more than four (4) small domestic animals shall be permitted on lots less than one-half (1/2) acre in size; provided that the combined total of household pets per 6.08.020 and small domestic animals does not exceed six (6). For lots greater than one-half (1/2) acre in size, additional small animals may be kept at a ratio not to exceed five (5) additional animals per one-half (1/2) acre.

B. Suitable measures shall be maintained to prevent animals from straying onto adjacent property or public right-of-ways.

Section 5. Section 6.08.030 of the Black Diamond Municipal Code is hereby amended to read as follows:

**6.08.030 Noncomplying animals deemed nonconforming use.**

Where, on the effective date of adoption or amendment of the ordinances codified in this chapter, an animal lawfully resides within the City which residence is made nonconforming by such adoption or amendment, such use may be continued as a legal nonconforming use. The owner of the animal shall lose the nonconforming use upon the death or removal of that specific animal from the residence. Any replacement animals must be in conformity with this chapter. The nonconforming use status of an animal is specific to the owner of the animal and not the property where the animal is located.

Section 6. Section 6.08.040 of the Black Diamond Municipal Code is hereby amended to read as follows:

**6.08.040 Livestock and large farm animals.**

Livestock and large farm animals are allowed in all zone districts, subject to the following requirements:



A. Minimum acreage shall be one-half (1/2) acre of enclosed pasture. No livestock or large farm animals shall be allowed on lots less than one-half (1/2) acre in size. Livestock and large farm animals may be kept at a maximum ratio of four (4) animals per enclosed acre of pasture.

B. Livestock shall be kept within an enclosure adequately built and maintained to prevent escape. Livestock shall be reasonably sheltered. Structures which provide confinement and feeding for such animals shall be located not less than fifty (50) feet away from any adjoining property line and not less than one hundred (100) feet from any residential dwelling unit on adjoining property.

Section 7. Section 6.08.050 of the Black Diamond Municipal Code has been amended to read as follows:

**6.08.050 Sanitation.**

The keeper of any livestock or farm animals must remove, recycle or compost all animal, solid and food waste, bedding and other debris to eliminate infestation of insects, rodents, or disease and to eliminate odors.

Section 8. Section 6.08.060 of the Black Diamond Municipal Code is hereby repealed.

Section 9. Section 6.08.070 of the Black Diamond Municipal Code is hereby amended to read as follows:

**6.08.070 Hobby kennels.**

A. A hobby kennel shall only be allowed pursuant to the granting of a conditional use permit. When considering a request for a conditional use permit, the hearing examiner shall consider the applicable standards, conditions, and policies established by this chapter, as well as the following:

1. Statements and testimony of surrounding neighbors relative to the request for the conditional use permit for the keeping of animals;

2. Review of past history of animal control complaints involving the applicant for the conditional use permit, or the property upon which the conditional use permit is sought;

3. The type of animals sought to be allowed relating to the nature of the neighborhood, surface water drainage, location of wells, size of lot where animal is to be kept, odor, fencing, shelter, removal of animal waste.

B. In addition to any other specific conditions imposed by the hearing examiner, all conditional use permits shall be subject to the following conditions:

1. The animals to be kept shall comply with the minimum area standards established in this chapter;

2. All open run areas shall be surrounded by a fence of at least six foot high located no closer than ten feet from all adjacent property lines;

3. Animals shall be kept in a manner so as not to create any objectionable noise, odor, or otherwise cause annoyance or become a public nuisance to the health, safety or welfare of any person;

4. The kennel area and run area must be kept free from animal and food wastes;

5. Shelters shall be kept clean and located in the rear yards unless there is a specific finding that a side yard would provide a better location. A shelter shall be located a minimum of ten feet from all property lines.

Section 10. Section 6.08.080 of the Black Diamond Municipal Code is hereby amended to read as follows:

**6.08.080 Exotic or dangerous animals.**

A. The keeping of an exotic and/or dangerous animal is prohibited unless such animal is part of an animal exhibition, which is mobile and travels from location to location such as circus or a traveling display of a zoological park.

B. A dangerous animal is an animal with a known propensity, tendency or disposition to attack without provocation, to cause injury to, or to otherwise endanger the safety of humans or other domestic animals; or which attacks a human being or other domestic animal without provocation.

Section 11. Section 6.08.090 of the Black Diamond Municipal Code is hereby amended to read as follows:

**6.08.090 Revocation of conditional use permit.**

A conditional use permit may be revoked by the hearing examiner upon a finding of any violation of this chapter, any conditions of the conditional use permit, or upon any change in circumstances or additional information provided within the guidelines set forth for the issuance of a conditional use permit, which results in the animals kept under the conditional use permit being a hazard, nuisance or in any way offensive to neighbors, their health, safety or enjoyment of their property.

Section 12. Section 6.08.110 of the Black Diamond Municipal Code is hereby repealed.

Section 13. Section 6.08.120 of the Black Diamond Municipal Code is hereby amended

to read as follows:

**6.08.120 Killing animals.**

Other than vermin and small domestic animals, it is unlawful for any person, except King County animal control or law enforcement authorities, to kill any animal within the city limits, unless evidence is presented that the animal is vicious and presenting a threat to the safety of any person or farm animal. Provided that, with prior notification to the police department, any livestock or large farm animal may be slaughtered for human consumption.

Section 14. Section 6.08.130 of the Black Diamond Municipal Code is hereby amended to read as follows:

**6.08.130 Animal traps-Spring traps.**

A coyote getter or similar spring trigger device for the killing, harming or trapping of an animal is unlawful within the city limits unless done by the Washington State Department of Fish and Wildlife or such other state or federal agency, provided it advises the city of the nature of the device, the area to be used in and will monitor the device and insure its timely removal.

Section 15. Section 6.08.160 of the Black Diamond Municipal Code is hereby amended to read as follows:

**6.08.160 Tracking dogs.**

It is unlawful to use dogs to pursue any wild animals within the city limits unless such dog is under the control of animal control or law enforcement officers for the purposes of the apprehension or tracking of a dangerous or diseased animal.

Section 16. Section 6.08.200 of the Black Diamond Municipal Code is hereby amended to read as follows:

**6.08.200 Unlawful Acts--Nuisances designated.**

It is unlawful for the owner or person responsible to cause, allow, and/or permit, either willfully or by failure to exercise due care, or participate in, any of the following, which in addition to any other penalties provided in this chapter, shall singly or together constitute a public nuisance:

A. A dog running at large within the city. Running at large shall be defined as being off

of the owner or tenant's property and not on a leash fixed to the animal and a person. This shall not apply to a guide dog, an animal performance, dog training classes or animal shows or exhibitions;

B. Any animal which habitually snaps, growls, barks, snarls, jumps at or otherwise threatens persons using public sidewalks, streets, alleys or other public rights of ways;

C. Any animal which howls, yelps, whines, barks or makes other oral noises on a continual basis and in such a manner as to disturb individuals residing on at least three distinct properties;

D. Any animal which enters upon the property of a person not that animal's owner without the permission of that person;

E. Animals staked, tethered or kept on public property without the written consent of the city;

F. Animals on any public property not under control of the owner or other competent person;

G. Animals kept, harbored, or maintained and known to have a contagious disease unless under treatment by a licensed veterinarian;

H. Any animals running in packs.

Section 17. Section 6.08.210 of the Black Diamond Municipal Code is hereby amended to read as follows:

**6.08.210 Cruelty to animals.**

The following, singly or together, are deemed to constitute cruel treatment to animals. Therefore, it is unlawful for any person, firm, or corporation to:

A. Willfully and cruelly kill, injure, poison, torture, or torment any animal;

B. Intentionally or negligently cause or allow any animal to endure pain, suffering or injury or to fail or neglect to aid or attempt to alleviate pain, suffering or injury, including not providing needed veterinarian care, he has so caused to any animal;

C. Neglect or failure to provide minimum care to any animal within his care, custody, or control. For the purpose of this section, "minimum care" means care sufficient to preserve the health and well-being of an animal and, except for emergencies or circumstances beyond the reasonable control of the owner, including, but is not limited to, the following requirements:

1. In each period of 24 consecutive hours, food of sufficient quantity and quality to allow for growth or maintenance of body weight;

2. In each period of 24 consecutive hours, open or adequate access to potable water in sufficient quantity to satisfy the animal's needs. Neither snow nor ice is an adequate water source;



3. In the case of pets or domestic animals, access to a barn, doghouse, or other enclosed structure sufficient to protect the animal from wind, rain, snow or sun, and which has adequate bedding to protect against cold and dampness; In the case of livestock, protection from adverse environmental elements detrimental to the health and well-being of the animal;

4. Veterinary care deemed necessary by a reasonably prudent person to relieve distress from injury, neglect, or disease;

5. Pets or domestic animals shall not be confined to an area without adequate space for exercise necessary for the health of the animals or which does not allow access to a dry place for the animals to rest. The air temperature in a confinement area must be suitable for the animal involved. The confinement area must be kept reasonably clean and free from excess waste or other contaminants which could affect the animal's health;

D. Tether, confine, or restrain any animal in such a way as to permit said animal to become frequently entangled in such tether, or render said animal incapable of consuming food or water provided for it, while at the same time failing to allow adequate space for freedom of movement necessary when tethered for extended periods of time, said tether to be not shorter than three times the length of the animal, measured from the tip of its nose to the base of its tail;

E. Abandon any animal by dropping off or leaving said animal on the street, road, or highway, or in a public place, or the private property of another person, firm, or corporation;

F. Confine an animal within or on a motor vehicle or other enclosure or structure when unattended and under such conditions as may endanger the health and well-being of the animal. Such conditions include, but are not limited to, dangerous temperature, lack of food or water, and confinement with a vicious animal;

G. Knowingly place food of any description containing poisonous or other injurious ingredients in any area reasonably likely to be accessible to domesticated animals or livestock;

H. Knowingly and intentionally, whether for amusement of self or others, or for financial gain, cause any animal to fight or injure any other animal, cause it to be fought or injured by any animal, or train or keep for the purpose of training any animal with the intent that the animal shall be exhibited combatively with any other animal. Anyone who permits such conduct on premises under that person's control, and any person present as a spectator at that exhibition, shall be considered a violator of this subsection and subject to punishment upon conviction;

I. Transport or confine any living animal on the outside part of a motor vehicle except when attached to or enclosed in the vehicle by a harness, leash, cage or other enclosure which protects the animal from falling or being thrown from the vehicle and which prevents the animal from leaving the vehicle while unattended. The outside part of a motor vehicle includes the running board, fender or hood of any motor vehicle or the flatbed of a truck and/or the open portion (bed) of a pickup truck;

J. Dying, coloring or otherwise treating any living baby rabbits, chicks, ducklings or other fowl so as to have an artificial color;

K. Any practice of good animal husbandry is not a violation of this section. "Good animal husbandry" includes, but is not limited to, the dehorning of cattle, the docking of horses, sheep or swine, and the castration or neutering of livestock, according to accepted practices of veterinary medicine or animal husbandry.

Section 18. A new Section 6.08.212 is hereby added to the Black Diamond Municipal Code to read as follows:

**6.08.212 Dangerous dogs.**

It is unlawful for any person to have in their possession, or to allow to be maintained upon premises within their possession or control, a dangerous dog as defined in BDMC 6.08.005.

Section 19. A new section 6.08.214 is hereby added to the Black Diamond Municipal Code to read as follows:

**6.08.214 Procedure for abating dangerous dogs.**

A. Investigation. The animal control officer shall have the authority to investigate any dog reasonably believed by the officer to be a dangerous dog. The investigation may include the observations of the particular dog by the animal control officers, and other witnesses who have personally observed the dog.

B. Confinement of dog. If the animal control officer determines that there is probable cause to believe that a dog is dangerous and a risk to public safety, the animal control officer may affect entry into the yard of any private residence or business with the consent of the rightful occupant in order to seize any such dog, whether running at large or not, and confine said dog at an appropriate animal shelter pending the decision of the police chief following the hearing provided for in subsection (E) of this section. If the animal control officer is unable to gain

consent by the rightful occupant, then the animal control officer may enter pursuant to warrant, to seize any such dog unless a public safety emergency justifies warrantless entry.

C. Notice. If, based on his/her investigation, the animal control officer determines that there is probably cause to believe that the dog is dangerous, the officer shall cause to be sent to the owner a "Notice Regarding Dangerous Dog." The notice shall be personally served on such person or sent to the last known address of such person by regular and certified mail, return receipt requested. The notice must state: the basis for the proposed action; the reasons the officer considers the dog dangerous; a statement that upon final determination the dog must be removed from the City; and an explanation of the owner's rights, including the right to meet with the officer prior to a final determination being made, at which meeting the owner may give, orally or in writing, any reasons or information as to why the dog should not be declared dangerous. The notice shall also state the date, time, and location of the meeting, which must occur prior to expiration of 10 calendar days following delivery of the notice. The owner may propose an alternative meeting date and time, but such meeting must occur within the 10-day time period set forth in this section. After such meeting, the officer must issue its final determination, in the form of a written order, within 10 calendar days. In the event the officer declares a dog to be dangerous, the order shall include a recital of the authority for the action, a brief, concise statement of the facts that support the determination, the proper procedure for appealing the decision, and the signature of the person who made the determination. The order shall be sent by regular and certified mail, return receipt requested, or delivered in person to the owner at the owner's last address known to the authority.

D. Appeal. The owner may appeal the authority's final determination that the dog is dangerous to the city's hearing examiner, which appeal shall be in accordance with the provisions herein and pursuant to the procedures of the city code. Any such appeal by the owner shall be perfected by filing a written notice of such appeal with the city clerk within 15 days of the date the owner received the final determination if the order was delivered in person, or within 20 days of the date the order was mailed to the owner, by filing a written notice of appeal with the city clerk.

E. Hearing Examiner Determination. If the hearing examiner upholds the determination of the animal control officer that the dog is dangerous, he/she shall so specify in writing, together with the reasons therefore. Any dog found to be dangerous is deemed a public nuisance and shall be, pursuant to the order of the hearing examiner, humanely destroyed, or removed from the city by appropriate order of the hearing examiner. The decision of the hearing examiner shall be made

within ten (10) days after the conclusion of the hearing and shall be final. A copy of the decision shall be sent by certified mail or personally served upon the owner of the dog.

F. Cost of impoundment. If the hearing examiner finds the dog is dangerous, costs of impoundment incurred by the city shall be paid by the owner or the person controlling the dog. If the hearing examiner finds the dog is not dangerous, then the dog shall be released to the owner, and the cost of impound and kenneling shall be paid by the city.

Section 20. Severability. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 21. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced on the \_\_\_\_ day of \_\_\_\_\_, 2010.

Passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor Rebecca Olness

ATTEST:

\_\_\_\_\_  
Brenda Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Bacha, City Attorney

Published: \_\_\_\_\_

Ordinance No. 10-940  
Animal Control  
Page 11 of 12



Effective Date: \_\_\_\_\_

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Ordinance 10-941, regarding the division of land within the City limits and amending Black Diamond Municipal Code Title 17</b>	<b>Agenda Date: June 3, 2010</b>		<b>AB10-045</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator -		
	City Attorney – Mike Kenyon		X
	City Clerk – Brenda L. Martinez	X	
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: None	Parks/Nat. Resources – Aaron Nix		
Fund Source: NA	Community Develop. – Steve Pilcher	X	
Timeline: Ordinance becomes effective 5 days after publication			
<b>Attachments: Ordinance No. 10-941 (clean &amp; mark-up versions)</b>			
<b>SUMMARY STATEMENT:</b>  <p>Last year, staff introduced a series of amendments to Title 17, Land Division, as part of a continuing effort to update the City's land use regulations. In April 2009, the Planning Commission conducted a public hearing on the proposal and voted to recommend approval to the City Council. The Council then considered the amendments during summer 2009, conducting its own public hearing. After continued discussion, the amendments were forwarded to the Planning and Community Services Committee for final review and modifications. The Committee has completed its review and is recommending adoption of the attached changes.</p> <p>Although these are primarily "housekeeping" type of amendments, there are a few more significant changes included: 1) increasing the number of lots allowed within a short plat from 4 to 6; 2) allowing for a "paper" short plat when only one additional lot is being created; and 3) eliminating the need for a fiscal analysis as part of a preliminary plat application.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: <b>Approval (Planning &amp; Comm. Services)</b>			
RECOMMENDED ACTION: <b>MOTION to adopt Ordinance No. 10-941 amending Title 17 of the Black Diamond Municipal Code relating to division of land.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 3, 2010			

## ORDINANCE NO. 10-941

**AN ORDINANCE OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REGARDING THE DIVISION OF LAND AND AMENDING BLACK DIAMOND MUNICIPAL CODE SECTIONS 17.04.010, 17.04.020, 14.04.030, 17.08.010, 17.08.040, 17.12.010, 17.12.020, 17.12.030, 17.15.020, 17.15.030, 17.16.010, 17.16.020, 17.16.030, 17.20.010, 17.20.020, 17.20.030, 17.20.040, 17.20.050, 17.20.060, 17.20.070, 17.20.080, 17.32.010, 17.32.020, 17.32.030, 17.32.040, 17.32.050, 17.32.060, 17.32.070, 17.32.090, 17.32.100, 17.34.020(a), 17.34.060(a), 17.36.030, 17.36.040, 17.36.050, 17.36.060, 17.36.080, ADDING NEW SECTIONS 17.20.090 AND 17.32.055, AND REPEALING CHAPTER 17.14 AND SECTIONS 17.32.110 AND 17.36.070; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City reviewed its existing code provisions regarding divisions of land in Title 17 of the Black Diamond Municipal Code and determined that an update was appropriate; and

WHEREAS, the planning commission reviewed the proposed changes at a public meeting held on April 21, 2009 and recommended that the amendments be adopted; and

WHEREAS, the City Council held a public hearing on the proposed amendments on August 20, 2009;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Black Diamond Municipal Code Section 17.04.010 is hereby amended to read as follows:

**17.04.010 Title supplementary to state provisions.**

This title shall be known as the city subdivision code and shall supplement and implement the state regulations concerning plats, subdivisions and dedications found in Chapter 58.17 of the Revised Code of Washington. In the case of conflict between code and statute sections, the most restrictive land use condition shall control. If a city code section cannot be construed to be harmonious with a state provision in a particular instance, then the state provision shall control.

Section 2. Black Diamond Municipal Code Section 17.04.020 is hereby amended to read as follows:

Ordinance No. 10-941

Page 1 of 36

**17.04.020 Purpose.**

The purpose of this chapter is to regulate the subdivision of land and to promote the public health, safety and general welfare in accordance with standards established by the state and the city to prevent the overcrowding of land; to lessen congestion in the streets and highways; to promote effective use of land; to promote safe and convenient travel by the public on streets and highways; to provide for adequate light and air; to facilitate adequate provision for water, sewerage, parks and recreation areas, sites for schools and school grounds and other public requirements; to provide for proper ingress and egress; to provide for the expeditious review and approval of proposed subdivisions which conform to zoning standards and local plans and policies; to adequately provide for the housing and commercial needs of the citizens of the city; to require uniform monumenting of land subdivisions and conveyancing by accurate land description; to protect environmentally sensitive areas; and to protect and preserve the community urban forest for its aesthetic, environmental, and health benefits.

Section 3. Black Diamond Municipal Code Section 17.04.030 is hereby amended to read as follows:

**17.04.030 Scope.**

This title shall apply to all divisions of land within the city for any purpose, regardless of the size of the resulting lots or tracts, except the following:

- A. Cemeteries and other burial plots while used for that purpose;
- B. Divisions of land made by testamentary provisions, or the laws of descent;
- C. A division for the purpose of lease when no residential structures other than mobile homes as defined by Title 18 are permitted to be placed upon the land and the city has approved a conditional use permit for the use of the land in accordance with city codes;
- D. A division made for the purpose of adjusting boundary lines which does not create any additional lot, tract, parcel, site or division nor create any lot, parcel, site or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building site;
- E. A division which is made by subjecting a portion of a parcel or tract of land to Chapter 64.32 RCW, the Horizontal Property Regimes Act, under a binding site plan for the use of land in accordance with city ordinances;
- F. A division for the purpose of leasing land for facilities providing



personal wireless services while used for that purpose. “Personal wireless services” means any federally licensed personal wireless service. “Facilities” means unstaffed facilities that are used for the transmission or reception, or both, of wireless communication services, including, but not necessarily limited to, antenna arrays, transmission cables, equipment shelters, and support structures; and

G. A division of land into lots or tracts of less than three acres that is recorded in accordance with Chapter 58.09 RCW and is used or to be used for the purpose of establishing a site for construction and operation of consumer-owned or investor-owned electric utility facilities. For purposes of this subsection, “electric utility facilities” means unstaffed facilities except for the presence of security personnel, that are used for or in connection with or to facilitate the transmission, distribution, sale, or furnishing of electricity, including, but not limited to, electric power substations. This subsection does not exempt a division of land from the zoning and permitting laws and regulations of the city. Furthermore, this subsection only applies to electric utility facilities that will be placed into service to meet the electrical needs of a utility’s existing and new customers. New customers are defined as electric service locations not already in existence as of the date that electric utility facilities subject to the provisions of this subsection are planned and constructed.

Section 4. Black Diamond Municipal Code Section 17.08.010 is hereby amended to read as follows:

**17.08.010 Definitions.**

As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings:

“Alteration” or “amendment” means the modification of a previously recorded subdivision, short subdivision, or binding site plan, or any portion thereof that results in changes to conditions of approval, the addition of new lots or more land, or the deletion of existing lots or the removal of plat or lot restrictions or dedications that are shown on the recorded plat.

“Binding site plan” means a drawing to a scale specified by the city binding site plan code which:

1. Identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified by city code;
2. Contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the community development director; and
3. Contains provisions making any development to be in

conformity with the site plan.

“Block” means a group of lots, tracts or parcels within well-defined and fixed boundaries.

“Dedication” means the deliberate appropriation of land by an owner for any general and public uses, reserving to himself or herself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentation for filing of a final plat or short plat showing the dedication thereon; and, the acceptance by the public shall be evidenced by the approval of the plat for filing by the appropriate governmental unit.

“Final plat” means the final drawing of the subdivision and dedication prepared for recording with the county recorder and containing all elements and requirements set forth in this title.

“Hearing Examiner” means the person appointed or authorized by the city to carry out the duties of hearing examiner pursuant to BDMC Chapter 2.30.

“Lot” means a fractional part of divided lands having fixed boundaries, being of sufficient area and dimensions to meet minimum zoning requirements for width and area. The term shall include tracts and parcels.

“Monument” means a permanent concrete object four inches by four inches at the top, six inches by six inches at the bottom and twenty-four inches long with a metal marker cast in the center.

“Plat” means a map or representation of a subdivision, showing thereon the division of a tract or parcel of lands into lots, blocks, streets and alleys or other divisions and dedications.

“Paper plat” means a residential short subdivision with an existing single family residence, in which only one additional lot is created, and some or all of the required public improvements for the additional lot have been deferred until after final short subdivision approval and made a condition of building permit issuance on the additional lot.

“Public works director” means that person, firm or corporation appointed or authorized (including contractual authorization) by the mayor of the city to carry out the duties of the public works director as prescribed by this chapter.

“Preliminary plat” means a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of a subdivision consistent with the requirements of this chapter. The preliminary plat shall be the basis of the approval or disapproval of the general layout of the subdivision.

“Short subdivision” means the division or redivision of land into six or fewer lots, tracts, parcels, or sites for the purpose of sale, lease or transfer of ownership, except as provided in Section 17.04.030 of this title. The creation of tax parcels by the county shall not be deemed the division of

land for purposes of creating a lot, tract, parcel or site that can be sold, leased or transferred.

“Subdivision” means the division or redivision of land into seven or more lots, tracts, parcels, or sites for the purpose of sale, lease or transfer of ownership, except as provided in Section 17.04.030 of this title. The creation of tax parcels by the county shall not be deemed the division of land for purposes of creating a lot, tract, parcel or site that can be sold, leased or transferred.

“Tract” means a fractional part of subdivided lands having fixed boundaries, not meeting the requirements for a lot, or created for a special use, including public spaces, storm drainage facilities, or sensitive area protection, other than for a building lot.

“Vacation” means canceling or eliminating an approved subdivision or short subdivision completely; “partial vacation” means cancellation or elimination of a portion of an approved subdivision or short subdivision.

“Vested” means a proposed division of land will be considered under the requirements of this chapter, and the zoning or other land use control ordinances, in effect on the land at the time a fully completed application for preliminary plat approval of the subdivision, binding site plan, or short plat approval of the short subdivision, has been submitted to the city.

Section 5. Black Diamond Municipal Code Section 17.08.040 is hereby amended to read as follows:

**17.08.040 Revocation or modification of conditions after approval.**

A subdivision or short subdivision shall be governed by the terms of approval of the final plat, and the statutes, codes and regulations in effect at the time of final plat approval, including certificates of availability for water and sewer capacity, and approvals granted after approval by the public works director, unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

Section 6. Black Diamond Municipal Code Section 17.12.010 is hereby amended to read as follows:

**17.12.010 Application.**

Any person desiring to subdivide land into seven or more parcels within the city shall first submit an application for preliminary plat approval to the community development department. The application shall be on forms provided by the city. To the extent that procedural requirements permit simultaneous proceedings, a subdivision application will be processed concurrently with applications for variances, residential cluster development, site plan approvals and similar approvals, unless the

applicant expressly requests sequential processing. A preliminary plat application will not be accepted for property within an MPD zone unless there is a previously approved MPD permit. A preliminary plat application will not be accepted for property that is part of a master planned development (MPD) permit application unless the city, pursuant to Section 18.98.050(C) of this code, authorizes the simultaneous processing of the subdivision application. The application shall include:

A. Copies of the preliminary plat drawing and vicinity map containing items specified in Section 17.12.020 of this chapter;

B. Copies of proposed street and utility plans showing proposed locations, sizing and alignment, and of plans showing areas of existing trees and natural vegetation to be retained, and those to be removed;

C. Copies of a completed environmental checklist, together with applicable environmental studies and SEPA documents. If the city and the applicant have agreed that an environmental impact statement will be prepared for the proposal, a checklist shall not be required;

D. A preliminary outline of any areas within the subdivision to be dedicated or reserved for public or common use, with the purposes indicated thereon and in the dedication or restrictive covenant;

E. A title report disclosing vesting of title, all existing easements of record or other existing restrictions on the proposed platted land;

F. Storm drainage design analysis at a level of detail to allow for accurate sizing of storm drainage facilities and tracts;

G. A listing of all property owners of record within three hundred feet of the exterior boundaries of all parcels proposed to be included within the subdivision. The three hundred feet shall be measured from the exterior boundary of adjacent property in the same ownership as the land to be subdivided;

H. Certificates of sewer and water availability;

I. If the property to be subdivided has been designated as a receiving area pursuant to the city's transfer of development rights program, a copy of all development right certificates (DRCs) proposed for use in obtaining the proposed net density;

J. The nonrefundable preliminary plat fee and review deposit in the amount specified in the city fee resolution;

K. Any further information required by the terms of a previously approved MPD permit that is required by the approval to be shown on the plat or required to be constructed as part of the subdivision approval process;

L. A tree survey prepared in conformance with BDMC 19.30.060;

M. The names and addresses of all persons having an ownership interest in the property or in the applicant. If the property is owned by, or the applicant is a partnership, limited liability company, corporation or other legal entity, then the names and addresses of all persons having a

financial interest in the legal entity or entities shall be provided; and

N. Any other information that is necessary and appropriate as determined in the reasonable discretion of the city in order to determine whether or not the application meets the preliminary plat approval criteria set forth in Chapter 17.15 of this title.

Section 7. Black Diamond Municipal Code Section 17.12.020 is hereby amended to read as follows:

**17.12.020 Preliminary plat contents.**

The preliminary plat shall be prepared by a professional land surveyor or engineer using acceptable drafting standards. The scale for the preliminary plat drawing, the drainage utilities, and tree preservation plans shall be not less than one inch equals one hundred feet and the horizontal and vertical scales for street and sewer plans shall be not less than one hundred feet and ten feet to the inch, respectively. After initial review, the public works director may request more detail for proper infrastructure review, including profiles. The documents shall be submitted in such form that when the maps and written data are considered together, they shall fully and clearly disclose the following information:

A. The proposed name of the proposed subdivision which shall not be the same as the name of any other subdivision or development in the city;

B. The legal description of land contained within the proposed subdivision;

C. The name, address and telephone number of the applicant and the property owner;

D. The name, address and telephone number and seal of the professional land surveyor or engineer who prepared the preliminary plat documents;

E. The boundary lines of the proposed subdivision;

F. The boundaries and approximate dimensions, including square feet of lot area for all lots and parcels within the proposed subdivision, together with the numbers to be assigned to each block and lot;

G. The proposed location and width of all existing and proposed streets, alleys, roads and easements within the proposed subdivision and adjacent thereto;

H. The location and, where ascertainable, sizes of all permanent buildings, wells, watercourses, bodies of water (indicating the high water mark or top of the bank), all overhead and underground utilities, municipal boundaries, section lines, township lines and other important features existing upon, over or under the land proposed to be subdivided;

I. Contour lines of at least five-foot intervals or sufficient intervals to show the topography of the land to be subdivided referenced to the mean sea level datum of the National Ocean Survey (USC and GS), and



extending at least one hundred feet in all directions from the property to be subdivided;

J. Generalized plans of proposed water distribution systems, storm sewers, sewerage systems and shoreline modifications, if any, indicating locations and sizing;

K. A layout of proposed buffer zones, or no-build areas and parcels proposed to be dedicated or reserved for public or community school, park, playground, open space and trail networks, wildlife corridors, and perimeter buffers or other uses;

L. Owners of land adjacent to the subdivisions and the names of any adjacent subdivisions shall be identified on the preliminary plat map;

M. If the plat constitutes a replat, the lots, block, streets, etc., lines of the original plat shall be shown with dotted lines in their proper positions in relation to the new arrangement on the plat, the new plat being clearly shown in solid lines;

N. If the proposed plat is part of an approved MPD, the proposed preliminary plat drawing shall show road, trail, utility, and other connections to adjacent MPD properties, as well as adjacent approved MPD land uses;

O. All environmentally sensitive areas, their buffers, and minimum building setbacks;

P. If the subdivision is proposed to occur in two or more phases, the proposed phases shall be clearly shown and labeled; and

Q. A table listing the gross density, net density, density proposed through use of the city's transfer of development rights program, minimum lot size, maximum lot size and average lot size for the proposed subdivision.

Section 8. Black Diamond Municipal Code Section 17.12.030 is hereby amended to read as follows:

**17.12.030 Additional information.**

An application, for vesting purposes, shall be deemed complete if it contains all of the information required by Sections 17.12.010 and 17.12.020 of this chapter, and chapter 18.14 (vesting). However, the city may require submittal of additional information, including, but not limited to, soil and geological studies, wetland assessments, or traffic studies prior to processing a preliminary subdivision application if city staff determine that such information is necessary for accurate environmental or technical review of such application. The city may also set reasonable deadlines for the supplemental submittal of such information if it is found to be necessary subsequent to the initial application submittal and determination of completeness. Failure to meet such deadlines shall cause the application to be deemed withdrawn, and plans or other data previously

submitted for review may thereafter be returned to the applicant. In no case shall an application be processed until it is adequate in terms of the type or amount of information necessary for accurate environmental and technical review.

Section 9. Black Diamond Municipal Code Chapter 17.14 is hereby repealed in its entirety.

Section 10. Black Diamond Municipal Code Section 17.15.020 is hereby amended to read as follows:

**17.15.020 Approval criteria.**

A. The following criteria must be met to approve any subdivision. The criteria may be met by conditions imposed by the hearing examiner as conditions of approval:

1. The proposed subdivision meets all city zoning regulations and is consistent with the city's comprehensive plan maps and policies, and with the Black Diamond design standards and guidelines where applicable;
2. The proposed subdivision results in a net density that is equal to or less than the allowable maximum density established by the zoning regulations, and is greater than or equal to any applicable minimum density requirement;
3. The public use and interest is served by the establishment of the subdivision and dedication. In considering this criteria, it shall be determined if appropriate provisions are made for all relevant matters, including, but not limited to, the public health, safety and general welfare, open spaces, storm drainage ways, streets, alleys, other public ways, water supplies, sanitary wastes, parks, playgrounds, sites for schools and school grounds;
4. The physical characteristics of the proposed subdivision site, as conditioned, do not increase the risk of flood or inundation conditions on- or off-site;
5. Applicable city development standards are met or exceeded;
6. All environmental impacts have been addressed consistent with the public health, safety and welfare and city goals and policies;
7. Concurrency exists for all utilities and transportation system improvements prior to occupancy of any structures;
8. If the proposal is in an approved MPD, the proposed subdivision shall be consistent with the approved MPD, the MPD conditions of approval, the MPD design standards, and the MPD development agreement;
9. There shall be connectivity of motorized and nonmotorized transportation routes, open spaces and wildlife corridors with existing or

proposed routes or corridors on adjacent properties;

10. The use of cul-de-sacs and other dead-end streets shall be minimized to the fullest extent possible;

11. Appropriate provision has been made for the dedication of land to any public body, and provision of public improvements has been made as necessary to serve the subdivision. This shall include appropriate provision for payment of any impact fees imposed in accordance with the provisions of RCW 82.02.050 through 82.02.090, and applicable city codes and regulations. Dedications shall clearly be shown on the final plat;

12. The streetscape and public open space amenities shall be compatible with any adjacent project that has been developed or approved for development as an MPD;

13. The proposed subdivision provides safe walking conditions for students who walk to and from school; and

14 The proposed subdivision provides for tree preservation consistent with the provisions of chapter 19.30.

Section 11. Black Diamond Municipal Code Section 17.15.030 is hereby amended to read as follows:

**17.15.030 Site inspection.**

A site inspection may be made by the hearing examiner in order to assist the hearing examiner in reviewing the proposed subdivision. When making a site inspection, the hearing examiner may not engage in communications with opponents or proponents with respect to the proposed subdivision.

Section 12. Black Diamond Municipal Code Section 17.16.010 is hereby amended to read as follows:

**17.16.010 Staff review.**

A. Completeness Check and SEPA. Community development department staff shall review the preliminary plat application for completeness within twenty-eight days of its receipt. If the application is determined to not be complete, department staff shall identify in its determination of completeness the items required to make the application complete. Once the application has been determined to be complete, city staff shall issue a formal notice of application which shall allow at least fourteen days for public comment regarding the application. Notice of the filing of a preliminary plat of a proposed subdivision adjacent to or within one mile of the municipal boundaries of another city or town, or which contemplates the use of any city or town utilities, shall be given to the appropriate city or town authorities. Any notice required by this title shall

include the hour and location of the hearing and a description of the property to be platted. Notice of the filing of a preliminary plat of a proposed subdivision located in the city and adjoining the municipal boundaries of another city or town shall be given to the appropriate city officials. Notice of the filing of a preliminary plat of a proposed subdivision located adjacent to the right-of-way of a state highway (SR-169), or within two miles of the boundary of a state or municipal airport, shall be given to the Secretary of Transportation.

B. At the time of issuing the notice of application, the community development director shall submit the proposed subdivision to all city department heads, including, but not limited to, the public works director, the police chief, the natural resources director and the fire marshal for staff review. The following review criteria shall apply:

1. The public works director shall review the proposed subdivision for engineering adequacy of the proposed street system, sewage disposal system, storm drainage system and water supply system, and shall review the same for compliance with all city standards, including, but not limited to, those set forth in the city's public works standards or standards approved as part of an MPD, if applicable. The public works director shall also review the proposed subdivision to ensure that all requirements as may be necessary to minimize flood damage are met;

2. The city fire chief shall review the proposed subdivision for adequacy of water supply and access for fire protection and medical aid purposes; and

3. The city natural resources director shall review the proposed subdivision for consistency with Chapter 19.10 and other environmental regulations.

C. SEPA Determination and Staff Report. Each department head and reviewing staff shall complete his or her review of the proposed subdivision and transmit written comments and recommendations to the community development department. At the conclusion of the SEPA process, staff will finish its detailed review of the proposal and will issue a SEPA threshold determination, pursuant to Chapter 19.04. Community development staff will also prepare a written staff report to the hearing examiner.

Section 13. Black Diamond Municipal Code Section 17.16.020 is hereby amended to read as follows:

**17.16.020 Hearing examiner public hearing**

A. Public Hearing Required. Upon completion of the SEPA review process, the community development department shall schedule the preliminary plat for public hearing before the hearing examiner, and provide notice pursuant to Chapter 18.08.

B. Public Hearing. At the public hearing, the hearing examiner shall consider all relevant evidence. Any hearing may be continued at the discretion of the hearing examiner in order to allow all relevant public input to be received.

Section 14. Black Diamond Municipal Code Section 17.16.030 is hereby amended to read as follows:

**17.16.030 Hearing examiner review and decision.**

A. If the hearing examiner finds that the proposed plat makes appropriate provisions for the public health, safety and general welfare, for such open spaces, drainage ways, water supplies, sanitary wastes, parks, playgrounds, sites for schools and school grounds, and other provisions required by city code and any applicable development agreement, and finds that the public use and interest will be served by the platting of the subdivision, then the preliminary plat shall be approved. If the hearing examiner finds that the proposed plat does not make such appropriate provisions or that the public use and interest will not be served, then the hearing examiner shall impose additional conditions so that appropriate provisions will be made and the public use and interest is served. If additional conditions would not be adequate to mitigate all adverse impacts and to otherwise protect the public health, safety and meet all city standards, then the examiner shall deny the proposed preliminary plat.

B. Not later than fourteen days following the close of the public hearing by the hearing examiner, the hearing examiner shall issue his/her decision.

C. Dedication and Improvements.

1. Conveyance of land to the city and/or construction of improvements within and/or outside the boundary of the proposed subdivision may be required as a condition of subdivision approval. All streets, alleys and other access to the lots within the subdivision shall be conveyed to the city and shall become city property upon acceptance by the city; provided, the hearing examiner may allow a private street if it finds that the private street is the best interest of the public, that adequate provision is made for street maintenance, repair and replacement through the CCR's, and that the street will be constructed to the same standards that would apply if the street were to be public street. The hearing examiner shall not, as a condition of the approval of any plat, require a release from damages to be procured from other property owners.

2. No plat shall be approved covering any land situated in a flood control zone as provided in RCW Chapter 86.16 without the prior written approval of the Department of Ecology.

3. Every decision or recommendation made under this chapter shall be made in writing and shall include findings of fact and conclusions



to support the decision or recommendation. A record of all public meetings and public hearings shall be kept by the city and shall be open to public inspection.

D. Applicant Notification. Preliminary plats or any proposed subdivision and dedication shall be approved, disapproved or returned to the applicant for modification or correction within ninety days from the date of the city staff determination of a complete application, unless the applicant consents to an extension of such time period; provided, that if additional information is requested from the applicant, or an environmental impact statement is required as provided in RCW 43.21C.030, the ninety-day period shall not include the time spent by the applicant in providing the requested information, or in preparing and circulating the environmental impact statement by the city.

E. Expiration of Preliminary Plat Approval. The approval given to a preliminary plat shall expire seven years following the approval date unless a proposed final plat meeting all the requirements of this chapter and the conditions of preliminary plat approval is submitted to the city. However, an applicant who files a written request with the community development department at least thirty days before the expiration of this seven-year period may be granted a one-year extension upon a showing by the applicant and finding by the department that the applicant has attempted in good faith to submit the final plat within the seven-year period. Any extension may be conditioned upon further review by the department and may contain additional or altered conditions and requirements to comply with city standards current at the time of the extension.

Section 15. Black Diamond Municipal Code Section 17.20.010 is hereby amended to read as follows:

**17.20.010 Contents of application.**

The final plat application shall include the following:

A. Final plat drawings in conformance with criteria set forth in this title and properly containing all information required by the conditions of preliminary plat approval;

B. A title insurance report confirming that the title of the lands as described and shown on the plat is in the name of the owners signing the plat's certificate or instrument of dedication;

C. Certified sets of "as-built" subdivision improvement drawings, or in the alternative, and at the city's sole discretion, a subdivision improvements completion bond as specified in this chapter;

D. A maintenance and guarantee bond as described in this chapter;

E. Survey information in conformance with criteria set forth in this chapter;

F. A nonrefundable final plat fee in the amount specified by the city's fee schedule;

G. Any other documentation which may be necessary to show compliance with conditions of preliminary plat approval; and

H. A title insurance policy in favor of the city in an amount as approved by the city attorney for all land within the subdivision to be dedicated to the city.

Section 16. Black Diamond Municipal Code Section 17.20.020 is hereby amended to read as follows:

**17.20.020 Contents and standards for final plat drawings.**

Every final plat shall consist of one or more pages, each eighteen inches by twenty-four inches, clearly and legibly drawn to the standards of the King County Recorder's Office. Each sheet of the final plat shall contain the subdivision name and sheet number, and each sheet containing a drawing shall also contain the scale and the north arrow showing the equation to true north where applicable. All signatures shall be written in permanent ink. Every final plat shall include an accurate map of the subdivided land based upon a complete survey thereof containing all elements described in and consistent with WAC chapter 332-130, which map shall include:

A. All section, township, municipal and city lines lying within or adjacent to the subdivision;

B. The location of all monuments or other evidence used as ties to establish the subdivision's boundaries;

C. The location of all permanent control monuments found and established within the subdivision;

D. The boundary of the subdivision with complete bearings and lineal dimensions;

E. The length and the bearings of all straight lines; the radii, arc lengths, semitangents and delta angle of all road centering curves and radii; and delta angle and arc lengths of right-of-way curves;

F. The length of each lot line, together with the bearings and other data necessary for the location of any lot line in the field;

G. The location, width, centerline and name or number of all streets within and adjoining the subdivision;

H. The location shown with broken lines, the width and description of all easements;

I. Numbers assigned to all lots and blocks within the subdivision;

J. Names of any adjacent subdivision(s);

K. Legal description of the land within the subdivision;

L. All dedications of streets or other areas to the public, an individual or individuals, religious society or societies or to any corporation, public or private. Roads not dedicated to the public must be clearly marked on

the face of the plat. Any dedication, donation or grant as shown on the face of the plat shall be considered for all intents and purposes as a quitclaim deed to the donee or donees, grantee or grantees for his, her or their use for the purpose intended by the donors or grantors aforesaid;

M. The location of all sensitive area boundaries, including any required buffer and/or setback areas;

N. The lot area in square feet for each lot or tract within the subdivision; and

O. Addresses of individual lots.

Section 17. Black Diamond Municipal Code Section 17.20.030 is hereby amended to read as follows:

**17.20.030 Surveys and monumentation.**

Surveys shall be required for all proposed subdivisions. The survey of every proposed subdivision shall be made by or under the supervision of a professional land surveyor. All surveys shall conform to standard practices and principles for land surveying as set forth in the laws of the state. Subdivision control and staking traverses shall close within an error of one foot in five thousand feet. Primary survey control points shall be referenced to section corners and monuments.

A. Information to be transmitted to the public works director. The surveyor shall furnish the public works director with a full set of survey notes, which shall clearly show:

1. The ties to each monument established for the plat;
  2. All necessary controlling reference points or monuments;
  3. Sufficient data to determine readily the bearing and length of each line which may be in the form of computer printout sheets or coordinate sheet;
  4. The base meridian referred to showing its relation to true north based on Polaris observation or tie to National Ocean Survey (USC and GS) triangulation system, or other control acceptable to the public works director;
  5. Complete subdivision of the section or sections, or as much thereof as necessary to properly orient the plat within the same;
  6. Corners of adjoining subdivisions or portions thereof, with ties;
- and
7. Primary survey control points shall be referenced to section corners and monuments.

B. Permanent Control Monuments. Permanent control monuments shall be established at:

1. All controlling corners on the boundaries of the subdivision;
  2. The intersections of centerlines of roads within the subdivision;
- and

3. The beginnings and ends of curves on centerlines or points of intersections on tangents.

C. The position and type of every monument shall be noted on all plats of the subdivision in accordance with the Survey Recording Act.

Section 18. Black Diamond Municipal Code Section 17.20.040 is hereby amended to read as follows:

**17.20.040 Required certificates.**

The following certificates shall be shown on the final plat. Items listed in subsections A through C of this section shall be signed before the final plat is submitted for review:

A. Surveyor. The surveyor shall place his or her seal and signature on the plat, along with:

1. A statement certifying that the plat was prepared by him or her, or under his or her supervision;

2. A statement certifying that the plat is a true and correct representation of the land surveyed and that the monuments shown thereon exist as located; and

3. A full and correct legal description of the land to be divided.

B. Owner. The following statements or certifications shall be placed upon the final plat by the owner:

1. A statement that the subdivision has been made with the free consent and in accordance with the desires of the owner or owners. Owners of other interests shown on the title report shall certify that they have notice of the subdivision; and

2. If the plat is subject to dedication, a certificate containing the dedication of all streets and other areas, together with a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land from the required construction, drainage and maintenance of the areas. The certificates shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided.

C. Treasurer Certificate. A certification from the county treasurer that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.

D. Public Works Director. A statement of approval from the public works director approving the survey data, the layout of the streets, alleys and other rights-of-way, design of bridges, sewage and water system and other structures.

E. Community Development Director. The date of examination and approval by the city community development director and the signature signifying such approval.

F. Council Approval. The resolution number and date of approval by the city council and the signature of the mayor signifying such approval.

G. Fire Chief Approval. The date of examination and approval by the city fire chief and the signature signifying such approval.

H. Mine Workings Warning. A mine workings warning that reads as follows:

“WARNING. The City of Black Diamond overlies numerous mine shafts, tunnels and other workings, the exact location, depth and size of which are unknown. The land encompassed by this subdivision may or may not overlie such a workings. In approving this subdivision, the City of Black Diamond makes no representations and assumes no liability or responsibility with respect to the suitability of this site for the development contemplated or the suitability or integrity of the subsoil against subsidence or collapse.”

I. Plats in an Approved MPD. A statement that reads as follows:

“This plat is part of an approved Master Planned Development (MPD). All development and construction within this plat must be consistent with the applicable requirements of the MPD development agreement, MPD design standards, and mitigation requirements.”

Section 19. Black Diamond Municipal Code Section 17.20.050 is hereby amended to read as follows:

**17.20.050 Improvements.**

A. The applicant shall either complete the required improvements before the final plat is approved or, at the applicant’s request and at the city’s sole discretion, the applicant may be permitted to financially guarantee installation of the same pursuant to criteria established in subsection B of this section. If the hearing examiner has determined that the completion before final plat approval of all required water system, sanitary sewer system, and storm sewer system improvements, and all street improvements other than the final overlay, is necessary to protect the public health, safety and welfare, then those improvements cannot be bonded in lieu of completion before final plat approval. Any required off-site improvements that are imposed as a condition of environmental review, the need for which is not triggered until more than one-half of all resulting lots are occupied, may be bonded, if the council makes a written finding, at the time of final plat approval, that to do so will not jeopardize



the public health, safety or welfare.

B. Completion and Maintenance Bonds. In lieu of the completion of the actual construction of required public improvements prior to approval of a final plat, other than the exempted improvements referenced in subsection A of this section, the city may accept a bond, in a form approved by the city attorney, or other secure method, in an amount equal to one hundred fifty percent of the public works director's estimate of the cost of public improvements guaranteeing the actual construction and installation of such public improvements within a period of time to be set by the city, but in no event more than one year after final plat approval. In addition, before final plat approval is granted, the applicant/property owner shall file a maintenance bond, or other secure method approved by the city, in an amount equal to twenty-five percent of the public works director's estimate of the cost of improvements for a period lasting through the period two years after final acceptance of the improvements. The city shall withhold approval of the final plat until the completion bond (if accepted by the city) and maintenance bond are filed. The city may enforce such bonds according to their terms, pursuant to any and all legal and equitable remedies. In addition, any completion or maintenance bond filed pursuant to this subsection shall be subject to enforcement in the following manner:

1. In the event the bonded public improvements are not completed as required, or maintenance is not performed satisfactorily, the city shall notify the property owner and the bonding company in writing which shall set forth the specific defects which must be remedied or repaired and shall state a specific time by which such shall be completed.

2. In the event repairs or maintenance are not completed as specified in the notice referred to in subsection (B)(1) of this section by the specified time, the city may, but shall not be obligated to, proceed to repair the defect or perform the maintenance by either: (a) force account, using city forces, or (b) by private contractor. To the extent that additional funds remain from the performance bond proceeds after the city has completed the work, these funds shall not be returned to the applicant/property owner until all work has been completed and accepted by the city. In the event the city is required to bring suit to enforce maintenance or completion bonds, or to collect the cost of repairs or maintenance, the applicant/property owner and bonding company shall be responsible for any costs and attorney's fees incurred by the city as a result of the action.

C. No Permits to be Issued. In the event that the city allows the applicant to file the performance bond instead of completing some or all of the required improvements prior to final approval of the plat, no building permits shall be issued for development within the subdivision until all required improvements have been completed to city standards and accepted by the city.

D. Improvement Construction. Construction of subdivision improvements prior to final plat approval or subsequent to final plat approval as a condition to meeting bond requirements shall proceed as follows:

1. Sets of complete construction drawings and specifications shall be submitted to the public works director for approval prior to the commencement of construction. The submitted drawings and specifications shall be designed and certified by a professional civil engineer. Construction drawings shall be in conformance with the conditions, if any, of preliminary plat approval and applicable city standards.

2. Construction of improvements shall not be initiated without authorization of the public works director. The public works director shall authorize the applicant/property owner to proceed with construction after approval of the construction drawings and specifications. The public works director may grant approval on condition that additions or changes are made in the drawings or specifications, or on the inclusion or implementation of mitigating measures necessary to minimize the impact of the subdivision or subdivision construction on the environment.

3. Any changes to the construction drawings or specifications involving the design of the subdivision improvements shall first be reviewed and approved by the public works director.

4. Construction of the subdivision improvements shall proceed as shown in the construction drawings and specifications. Construction shall proceed under the supervision of a professional civil engineer. The public works director shall ensure that construction progress is inspected to review compliance with construction plans and required standards. All costs of inspections by the public works director shall be borne by the applicant/property owner.

5. After the completion of construction, three sets of "as-built" drawings showing the subdivision improvement as constructed shall be certified as true and complete by a professional civil engineer and one shall be reproducible mylar. The certified "as-built" drawings shall be submitted to the city prior to final plat approval and/or acceptance of the subdivision improvements by the city.

Section 20. Black Diamond Municipal Code Section 17.20.060 is hereby amended to read as follows:

**17.20.060 Final plat review and decision.**

Final plats shall be approved, disapproved or returned to the applicant for modification or correction within sixty days from the date of filing thereof unless the applicant consents to an extension of such time period.

A. Staff Review. The public works director or designee acting on

behalf of the city shall review the survey data layout of streets, alleys and other rights-of-way, design of bridges, sewage, storm sewage and water systems and other structures. The public works director or designee acting on behalf of the city shall convey his or her findings to the city council regarding satisfaction of the following criteria:

1. The proposed final plat meets all standards established by state law, this title, the city's zoning, the preliminary plat conditions of approval, and the city's development standards ordinance relating to the final plat's drawings and subdivision improvements;

2. For plats within an approved MPD, the proposed final plat complies with all conditions of MPD approval, the MPD development agreement, and MPD design standards;

3. The proposed final plat bears the certificates and statements of approval required by this chapter;

4. The current title insurance report furnished by the applicant/property owner confirms the title of the land in the proposed subdivision is vested in the name of the owners whose signatures appear on the plat's certificate; and

5. The facilities and improvements required to be provided by the applicant/property owner have been completed or, alternatively, that the applicant/property owner has provided a bond in an amount and with sureties commensurate with improvements remaining to be completed, securing to the city the construction and installation of the improvements and that all survey monument lot corners are in place and visible.

B. City Council Decision. The city council shall review the findings of the public works director or designee and review the proposed final plat to assure that there is conformance with all terms of the preliminary plat approval and, where applicable, MPD approval, the MPD development agreement, and MPD design standards. If the council determines that the final plat conforms with these requirements, and adequate bonds, if applicable, have been posted, then, by resolution, it shall enter written findings to that effect, and shall authorize the mayor to execute the city's written approval on the face of the plat.

C. Notice of Final Decision. The city shall provide a notice of decision. The notice shall be provided to the applicant and any person who, prior to the rendering of the decision, requested notice of decision or submitted substantive comments on the application.

Section 21. Black Diamond Municipal Code Section 17.20.070 is hereby amended to read as follows:

**17.20.070 Filing.**

A. Required. No final plat shall be filed unless approved by the city council. The original of an approved final plat shall be filed for record with the county recorder.

B. Fees and Filing Procedure. The applicant shall submit the original final plat drawings together with the filing fees to the county recorder's office. After filing, the applicant shall provide copies of the recorded plat to the city for distribution.

C. Period of Approval. Any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of seven years from the date of filing. A subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances and regulations in effect at the time of approval by the city council pursuant to subsection A of this section for a period of seven years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision; except that a subdivision in an approved MPD shall be governed by the terms of the MPD conditions of approval and the development agreement, until and unless the conditions and agreement are amended.

D. If a final plat has not been submitted for recording within sixty (60) days after approval by the city council, the plat shall expire and be null and void. To reactivate the expired plat, the plat must be resubmitted as a preliminary plat application and processed accordingly.

Section 22. Black Diamond Municipal Code Section 17.20.080 is hereby amended to read as follows:

**17.20.080 Violation--Permit not to be issued.**

No building permit or other development permit shall be issued for any lot, tract or parcel of land divided in violation of this title unless the city finds that the public interest will not be adversely affected thereby; provided, that building permits for up to four (4) model homes may be issued prior to final plat recording. The prohibition contained in this section shall not apply to an innocent purchaser for value without actual notice. All purchasers' or transferees' property shall comply with the provisions of this chapter.

Section 23. A new Section 17.20.090 is hereby added to the Black Diamond Municipal Code to read as follows:

**17.20.090 Vacation or Alteration of a Subdivision**

A. Vacation. Whenever an applicant wishes to vacate a subdivision or any portion thereof, that person shall file an application for vacation with the community development department. The application shall set forth

the reasons for vacation and shall contain signatures of all parties having an ownership interest in that portion of the subdivision subject to vacation.

If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the application for vacation would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the vacation of the subdivision or portion thereof.

When the vacation application is specifically for a city street or road, the procedures for street vacation under state law shall be utilized for the street vacation. When the application is for the vacation of the plat together with the streets or roads, the procedure for vacation in this section shall be used but vacations of streets may not be made that are prohibited under state law.

The community development department shall give notice to all property owners within the subdivision and within three hundred (300) feet of subdivision boundaries and to all applicable agencies. The hearing examiner shall conduct a public hearing on the request for vacation, and forward a recommendation to the city council. The application for vacation of the subdivision may be approved or denied after the city council has determined the public use and interest to be served by the vacation of the subdivision. If any portion of the land contained in the subdivision was dedicated to the public for public use or benefit, such land, if not deeded to the city, shall be deeded to the city unless the city council sets forth findings that the public use would not be served in retaining title to those lands.

Title to the vacated property shall vest with the rightful owners shown in the county records. If the vacated land is land that was dedicated to the public, for public use other than a road or street, and the city council has found that retaining title to the land is not in the public interest, title thereto shall vest with the person or persons owning the property on each side thereof, as determined by the city council following a recommendation from the hearing examiner. When the road or street that is to be vacated was contained wholly within the subdivision and is part of the boundary of the subdivision, title to the vacated road or street shall vest with the owner or owners of property contained within the vacated subdivision.



This section shall not be construed as applying to the vacation of any plat of state-granted tide or shore lands.

B. Alteration. If an applicant is interested in the alteration of any subdivision or any portion thereof, except as provided in RCW 58.17.040 (6), that person shall submit an application to the community development department requesting the alteration. The application shall contain the signatures of all persons having an ownership interest in lots, tracts, parcels, sites, or divisions in the subject subdivision or portion to be altered.

If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the application for alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration of the subdivision or portion thereof.

If the alteration to a subdivision is requested prior to final plat approval, a minor alteration may be approved by the community development director. A major alteration requested prior to final plat approval shall require approval of the hearing examiner after appropriate public notice and holding of a public hearing. The community development department shall have the authority to determine whether the proposed alteration constitutes a minor or major alteration. For purposes of this section, a "major alteration" means the creation of additional lots, the elimination of open space, or changes to conditions of approval on an approved preliminary subdivision, and a "minor alteration" means (a) modifications to engineering design, unless the proposed design alters or eliminates features specifically required as a condition of preliminary subdivision approval, (b) a modification to lot dimensions, provided that such modified dimensions conform to city code, or (c) a reduction in the number of lots to be created, provided that the reduction otherwise conforms to the provisions of city code. If the alteration to a subdivision is requested after final plat approval, but prior to filing the final plat with King County, a plat alteration may be approved with consent of the city council. Upon receipt of an application for alteration, the community development department shall provide notice of the application to all owners of property within the subdivision, and as was required by the subdivision application. The notice shall establish a date for a public meeting.

If the alteration to a subdivision is requested after filing the final plat with King County, a minor plat alteration may be approved with consent of the city council. If the community development department determines that the proposed alteration is a major alteration, then the department may require replatting pursuant to this title. Upon receipt of an application for alteration, the community development department shall provide notice of the application to all owners of property within the subdivision, and as was required by the subdivision application.

The city shall determine the public use and interest in the proposed alteration and may deny or approve the application for alteration. If any land within the alteration is part of an assessment district, any outstanding assessments shall be equitably divided and levied against the remaining lots, parcels, or tracts resulting from the alteration. If any land within the alteration contains a dedication to the general use of persons residing within the subdivision, such land may be altered and divided equitably between properties.

After approval of the alteration, the city shall order the applicant to produce a revised drawing of the approved alteration of the subdivision. The final plat shall accurately reflect the approved alteration and shall be filed with the County Auditor to become the lawful plat of the property, after receiving final plat approval.

This section shall not be construed as applying to the alteration or replatting of any plat of state-granted tide or shore lands.

Section 24. Black Diamond Municipal Code Section 17.32.010 is hereby amended to read as follows:

**17.32.010 Applicability.**

A. Any short subdivision shall comply with the provisions of this chapter.

B. Exemptions. The provisions of this section are not applicable to the following:

1. Cemeteries and other burial lots which are used for that purpose;
2. Divisions made by testamentary provisions or the laws of descent and;
3. A division for the purpose of leasing land for facilities providing personal wireless services while used for that purpose. "Personal wireless services" means any federally licensed personal wireless service. "Facilities" means unstaffed facilities that are used for the transmission or reception, or both, of wireless communication services,

including, but not necessarily limited to, antenna arrays, transmission cables, equipment shelters, and support structures.

C. Further Divisions. Land within a short subdivision shall not be further divided in any manner for a period of five years from the date the approved short plat is recorded with the auditor without complying with the subdivision requirements of the code, except that when a short subdivision contains fewer than six lots, nothing in this section shall prevent the owner from filing an alteration within the five-year period to create up to a total of six lots within the original short subdivision boundaries.

D. Contiguous parcels that have one or more common owners, one or more persons who have an interest in the entity that owns or has an ownership interest in contiguous parcels, or a developer who intends to develop contiguous properties, must comply with the subdivision requirements of this title if the total number or resultant lots will exceed six in number. The short subdivision code may not be used as a mechanism to avoid the requirements of the subdivision code where there are adjacent parcels under common ownership, as described herein, that, but for the property boundaries, would be required to comply with the subdivision requirements.

Section 25. Black Diamond Municipal Code Section 17.32.020 is hereby amended to read as follows:

**17.32.020 Filing procedure and fee.**

A. Prints of a proposed short subdivision shall be filed with the city. A short subdivision shall meet the following standards:

1. Drawn in ink to a scale of not smaller than one inch represents one hundred feet on sheet size of eighteen inches by twenty-four inches;
2. The short subdivision shall show the boundary and dimensions of the “original tract,” including its bearings and length of all boundary lines, assessor’s parcel number, section, township and range, and all adjoining public or private roads and identifying names of such;
3. A vicinity map drawn to a scale of four inches represents one mile of sufficient detail to orient the location of the original tract;
4. Name and address of the owner of record of the “original tract,” scale of the drawing, and north directional arrow;
5. The tract(s) of land proposed to be sold or leased, each tract of which is identified by numerical designation, dimensions and bearing of each lot boundary line;
6. Width and location of access to all short-subdivided lots proposed;
7. Space on a second sheet shall be reserved for comments and appropriate signatures;

8. The form of the short subdivision shall be as required by the Survey Recording Act, Chapter 50, Washington Laws of 1973, or as amended;

9. Location of all public and/or private utility service lines, including underground telephone service lines;

10. If the proposed short subdivision is part of an approved MPD, the proposed short plat drawing shall show road, trail, utility, and other connections to adjacent MPD properties, as well as adjacent approved MPD land uses; and

11. All environmentally sensitive areas and their buffers.

B. If the proposed short subdivision is located in an approved MPD, a copy of the signed and recorded MPD development agreement shall be filed with the city.

C. A nonrefundable short subdivision fee in the amount specified by the city fee schedule shall be filed with the city.

Section 26. Black Diamond Municipal Code Section 17.32.030 is hereby amended to read as follows:

**17.32.030 Application of environmental analysis and impact statement.**

All actions by the city in approving a short subdivision shall be exempt from any SEPA environmental analysis or environmental impact statement as provided in WAC 197-11-800(6)(a) unless the SEPA Responsible Official determines that the short subdivision is located wholly or partially within an “environmentally sensitive area” as defined by Black Diamond Municipal Code Chapter 19.10.

Section 27. Black Diamond Municipal Code Section 17.32.040 is hereby amended to read as follows:

**17.32.040 Survey.**

A. Surveys shall be required for all short subdivisions.

B. All surveys shall be accomplished as required by the Survey Recording Act (Chapter 50, Washington Laws of 1973), and shall be monumented as stated in this chapter.

Section 28. Black Diamond Municipal Code Section 17.32.050 is hereby amended to read as follows:

**17.32.050 Review and summary approval.**

A. Completeness Check. Community development department staff shall review the short subdivision application for completeness within

twenty-eight days of its receipt. If the application is determined to not be complete, city staff shall identify in its decision the items required to make the application complete. Once the application has been determined to be complete, city staff will issue a formal notice of application which shall allow at least fourteen days for public comment regarding the application. Whenever the city receives an application for the approval of a short subdivision that is located adjacent to the right-of-way of a state highway (SR-169), the community development director shall give written notice of the application, including a legal description of the short subdivision and a location map to the Washington State Department of Transportation.

B. At the time of issuing the notice of application, the community development director shall submit the proposed short subdivision to all city department heads, including, but not limited to, the public works director and the city fire marshal for staff review. The following review criteria shall apply:

1. The public works director shall review the proposed short subdivision for engineering adequacy of the proposed street system, sewage disposal system, storm drainage system and water supply system, and shall review the same for compliance with all city standards, including, but not limited to, those set forth in the city's development standards ordinance. Minimum improvement standards shall include the following:

a. Public streets, curbs, storm sewers, sidewalks (and other planning features that assure safe walking conditions for students who walk to and from school) and streetlights shall be designed and constructed in accordance with the standards of the city and to the approval of the city public works director;

b. The water distribution system, including fire hydrants and service lines, shall be designed and constructed in accordance with the standards of the city and to the approval of the public works director;

c. The sanitary sewer system shall be constructed in accordance with the standards of the city and to the approval of the public works director;

d. Permanent survey monuments shall be erected and lot corners set according to the standards of the city and under the approval of the public works director; and

e. The public works director shall also review the proposed short plat to ensure that all requirements as may be necessary to minimize flood damage are met;

2. The city fire chief shall review the proposed short subdivision for adequacy of water supply and access for fire protection purposes; and

3. The city natural resources director shall review the proposed short subdivision for environmental impacts.

C. Department Review. Each department head shall, within fourteen



days after receipt, complete his or her review of the proposed short subdivision and transmit written comments and recommendations to the community development director. The items noted in subsections (B)(1) through (B)(3) of this section shall be considered as criteria for which a short subdivision may be denied. City standards in place at the time of submittal of a complete application shall be applied during the review process.

D. Notice of Preliminary Decision by Community Development Director. The community development director shall review comments from staff and coordinate and transmit final determinations to the applicant. The community development director shall complete his/her review and issue either preliminary approval or disapproval of the proposed short subdivision within one hundred twenty days after the short subdivision is determined to be complete, unless an environmental impact statement is required. The approval criteria set forth in Chapter 17.15 of this title shall apply to short subdivision applications.

Section 29. A new section 17.32.055 is hereby added to the Black Diamond Municipal Code to read as follows:

**17.32.055 Appeal Procedures**

Within fourteen calendar days following the notice of decision issued for a proposed short subdivision issued pursuant to Section 17.32.050, the applicant may appeal the decision to the hearing examiner. The appeal shall be accomplished by filing of a written request with the city clerk for a hearing. The notice of appeal shall briefly specify the issues of the appeal. Decisions not timely appealed shall be final and conclusive.

Section 30. Black Diamond Municipal Code Section 17.32.060 is hereby amended to read as follows:

**17.32.060 Expiration of short subdivision approval.**

The preliminary approval given to a short subdivision shall expire within five years following approval, and no extensions shall be granted.

Section 31. Black Diamond Municipal Code Section 17.32.070 is hereby amended to read as follows:

**17.32.070 Final approval and improvement construction.**

A. The short subdivision shall receive final approval within thirty working days after all required improvements have been constructed, as-built provided, and the construction approved by the public works director, or at the applicant's request and at the city's sole discretion, the applicant may be permitted to financially guarantee installation of the

same pursuant to subsection B of this section. Any short subdivision approved by the community development director as a paper plat need not construct required improvements or provide financial guarantees prior to receiving final approval. The community development director may establish standards and procedures for approval of a paper plat.

B. Completion and Maintenance Bonds. In lieu of the completion of the actual construction of required public improvements prior to approval of a short subdivision, the city may accept a bond, in a form approved by the city attorney, or other secure method, in an amount equal to one hundred fifty percent of the public works director's estimate of the cost of public improvements guaranteeing the actual construction and installation of such public improvements within one year of final short subdivision approval; provided, the city council has not determined that the completion of all required water system, sanitary sewer system, and storm sewer system improvements, and all street improvements other than the final overlay, is necessary to protect the public health, safety and welfare and thus those improvements cannot be bonded in lieu of completion before final approval. In addition, before final short subdivision approval is granted, the applicant/property owner shall file a maintenance bond, or other secure method approved by the city, in an amount equal to twenty-five percent of the public works director's estimate of the cost of improvements for a period lasting through the period two years after final acceptance of the improvements. The city shall withhold approval of the final short subdivision until the completion bond (if accepted by the city) and maintenance bond are filed. The city may enforce such bonds according to their terms, pursuant to any and all legal and equitable remedies. In addition, any completion or maintenance bond filed pursuant to this subsection shall be subject to enforcement in the following manner:

1. In the event the bonded public improvements are not completed as required, or maintenance is not performed satisfactorily, the city shall notify the property owner and the bonding company in writing which shall set forth the specific defects which must be remedied or repaired and shall state a specific time by which such shall be completed.

2. In the event repairs or maintenance are not completed as specified in the notice referred to in subsection (B)(1) of this section by the specified time, the city may, but shall not be obligated to, proceed to repair the defect or perform the maintenance by either: (a) force account, using city forces, or (b) by private contractor. To the extent that additional funds remain from the performance bond proceeds after the city has completed the work, these funds shall not be returned to the applicant/property owner until all work has been completed and accepted by the city. In the event the city is required to bring suit to enforce maintenance or completion bonds, or to collect the cost of repairs or maintenance, the applicant/property owner and bonding company shall be responsible for

any costs and attorney's fees incurred by the city as a result of the action.

C. No Permits to be Issued. In the event that the city allows the applicant to file the performance bond instead of completing some or all of the required improvements prior to final approval of the short subdivision, no building permits shall be issued for development within the short subdivision until all required improvements have been completed to city standards and accepted by the city.

D. Improvement Construction. Construction of short subdivision improvements prior to final short subdivision approval or subsequent to final short subdivision approval as a condition to meeting bond requirements shall proceed as follows:

1. Complete construction drawings and specifications shall be submitted to the public works director for approval prior to the commencement of construction. The submitted drawings and specifications shall be designed and certified by a professional civil engineer. Construction drawings shall be in conformance with the conditions, if any, of preliminary plat approval and applicable city standards;

2. Construction of improvements shall not be initiated without authorization of the public works director. The public works director shall authorize the applicant/property owner to proceed with construction after approval of the construction drawings and specifications. The public works director may grant approval on condition additions or changes made in the drawings or specifications, or on the inclusion or implementation of mitigating measures necessary to minimize the impact of the short subdivision or short subdivision construction on the environment. Conditions required to minimize environmental impacts shall conform with the requirements of the city's current SEPA ordinance;

3. Any changes to the construction drawings or specifications involving the design of the short subdivision improvements shall first be reviewed and approved by the public works director;

4. Construction of the short subdivision improvements shall proceed as shown in the construction drawings and specifications. Construction shall proceed under the supervision of a professional civil engineer. The public works director shall ensure that construction is inspected to review compliance with construction plans and required standards. All costs of inspections by the public works director shall be borne by the applicant/property owner; and

5. After the completion of construction, "as-built" drawings showing the short subdivision improvement as constructed shall be certified as true and complete by a registered civil engineer and one shall be reproducible mylar. The certified "as-built" drawings shall be submitted to the city prior to final short subdivision approval and/or acceptance of the short subdivision improvements by the city.

E. Notice of Decision. Within ten days of final city action on the short subdivision, the city shall provide a mailed notice of decision to the applicant, to all parties of record, and to all parties requesting such notice in writing.

Section 32. Black Diamond Municipal Code Section 17.32.090 is hereby amended to read as follows:

**17.32.090 Public utility service.**

No public utility service shall be provided to any buildings or improvements constructed within a short subdivision until the construction of all required improvements has been completed and approved by the public works director.

Section 33. Black Diamond Municipal Code Section 17.32.100 is hereby amended to read as follows:

**17.32.100 Filing.**

A. Fees and Filing Procedure. No short subdivision shall be filed for recording unless approved by the community development director and the public works director. The original drawings of the approved short subdivision along with the applicable fees shall be filed for record with the King County recorder's office and shall not be deemed approved until filed. One reproducible copy shall be furnished to the public works director. One paper copy each shall be filed with the county assessor, the community development department, and the public works department. No permits shall be issued until these copies have been received.

If a short subdivision has not been submitted for recording within sixty (60) days after approval by the community development director, the short subdivision shall expire and become null and void. To reactivate the expired short subdivision, the short subdivision shall be resubmitted as a preliminary short subdivision application and processed accordingly. Upon written request of the subdivider, the community development director may grant one (1) extension of not more than six (6) months. Such request must be received by the community development department no later than thirty (30) calendar days prior to the sixty (60) day deadline for recording submittal.

Section 34. Section 17.32.110 of the Black Diamond Municipal Code is hereby repealed.

Section 35. Black Diamond Municipal Code Subsection 17.34.020(A) is hereby amended to read as follows:

A. One original 18-inch by 24-inch drawing, copies as specified by the community development director, and one eight-and-one-half-inch by 11-inch copy containing the following information:

1. The location and size of all proposed lots, tracts, and buildings;
2. Proposed and existing structures, including elevations and floor plans as known (plans which show building envelopes rather than footprints must include post-construction treatment of unoccupied areas of the building envelopes);
3. All proposed or existing uses;
4. The location of proposed or existing open space, including any required landscaped areas;
5. The location and identification of critical areas;
6. The layout of an internal vehicular and pedestrian circulation system, including proposed ingress and egress for vehicles;
7. The number and location of proposed or existing parking spaces on and off the site;
8. A drainage plan which will accommodate the maximum proposed square footage of impervious surface, including the maximum proposed square footage of impervious surface exposed to vehicular use, subject to the requirements of the city's storm water drainage design standards;
9. The location and size of utility trunk lines serving the site;
10. The location and size of water bodies and drainage features, both natural and manmade;
11. A grading plan showing proposed clearing and tree retention and the existing and proposed topography, detailed to two-foot contours, unless smaller contour intervals are otherwise required by the city code;
12. A layout of sewers and the proposed water distribution system;
13. Proposed easements and access;
14. Proposed signage;
15. If the proposed binding site plan is part of an approved master planned development (MPD), the proposed binding site plan shall show road, trail, utility, and other connections to adjacent MPD properties, as well as adjacent approved MPD land uses;
16. If the proposed binding site plan is part of an approved MPD, a copy of the signed and recorded MPD development agreement; and
17. Depiction of easements, deed restrictions and other encumbrances referred to in sections D and G below.

Section 36. Black Diamond Municipal Code Subsection 17.34.060(A) is hereby amended to read as follows:



A. After a binding site plan application has received approval from the director, the applicant shall have sixty (60) days to present to the city a final binding site plan in accordance with this section.

Section 37. Black Diamond Municipal Code Section 17.36.030 is hereby amended to read as follows:

**17.36.030 Adjustment request contents.**

The written request for lot line adjustment shall be accompanied by and shall contain the following:

A. Prints meeting the following requirements:

1. Drawn in ink to a scale of not smaller than one inch to one hundred feet on a sheet size of eighteen inches by twenty-four inches;

2. The proposed lot line adjustment shall show the boundary and dimensions of the existing parcel including its bearings and length of all boundary lines, assessor's parcel number section, township and range, all adjoining public or private roads and identifying names of such, and existing structures, along with the proposed adjustment(s);

3. A vicinity map, drawn to a scale of four inches represents one mile, of sufficient detail to orient the location of the original parcel;

4. Name and address of the owner of record of the original parcel and same for all other proposed adjustment parcels, scale of the drawing, and north directional arrow;

5. The proposed lot line adjustment shall identify each parcel of land proposed to be included by numerical designation, dimensions and bearing of each lot boundary line;

6. Width and location of access to all lot line adjustment parcels proposed;

7. If needed, space on a second sheet shall be reserved for comments and appropriate signatures;

8. The form of the lot line adjustment shall be as required by the Survey Recording Act, Chapter 50, Washington Laws of 1973, or as amended;

9. Location of all public or private utility service lines, including underground telephone lines;

10. If the proposed lot line adjustment is part of an approved MPD, the proposed lot line adjustment drawing shall show road, trail, utility, and other connections to adjacent MPD properties, as well as adjacent approved MPD land uses; and

11. All environmentally sensitive areas and their buffers;

B. An application fee in the amount specified by the city fee schedule;

C. A title report from a title company authorized to do business in the state of Washington, disclosing all encumbrances against the property and the names of the persons in whom title is vested.

Section 38. Black Diamond Municipal Code Section 17.36.040 is hereby amended to read as follows:

**17.36.040 Adjustment request review standard.**

The community development director, the public works director, and the fire marshal shall review the proposed lot line adjustment request in accordance with the following standards:

A. The resulting lots must have dimensions meeting the minimum lot size requirements in effect at the time the request is made for the zone in which each lot is located;

B. Setbacks in effect at the time the request is made must be met as to all structures upon the lots as they relate to the new lot line;

C. No lot shall be created which does not have adequate drainage, access to water supply and sanitary sewer disposal, and/or access for vehicles, utilities and fire protection; and

D. The use of the provisions of this chapter are not being used as a mechanism to avoid the requirements intended to protect the public health, safety and welfare that would have otherwise been required if the property were required to comply with the subdivision or short subdivision requirement.

Section 39. Black Diamond Municipal Code Section 17.36.050 is hereby amended to read as follows:

**17.36.050 Approval conditions.**

The following shall be required as conditions of approval of a lot line adjustment request:

A. Payment of all fees owed to the city for its services;

B. A survey and setting of the corners of the new lot(s) by a professional land surveyor;

C. Execution of deeds and related documents by the affected landowners and lienholders, on forms provided by the applicant and recorded by the city with King County in order to effectuate the lot line adjustment;

D. A determination of the identity of affected owners by a title report or other documentation satisfactory to the community development director; and

E. Such other conditions as may be reasonably necessary to protect the public health, safety and welfare.

Section 40. Black Diamond Municipal Code Section 17.36.060 is hereby amended to read as follows:

**17.36.060 Approval--Authority--Finalization.**

A. The community development director may approve the lot line adjustment request if it complies with the review criteria.

B. After approval of any lot line adjustment by the director, the applicant shall have a period of sixty days in which to present to the city the final lot line adjustment on the form required by this chapter, for signature by all appropriate city officials. After the city has returned the duly executed lot line adjustment to the applicant, the applicant shall record the lot line adjustment with the King County recorder's office within thirty days. Failure to present the city with a formal lot line adjustment on the required form or to record the executed lot line adjustment with the County recorder's office within the time limits set forth herein shall render the lot line adjustment approval null and void. No lot line adjustment shall be deemed complete until such time as it is recorded with the King County recorder's office in accordance herewith.

Section 41. Black Diamond Municipal Code Section 17.36.070 is hereby repealed.

Section 42. Black Diamond Municipal Code Section 17.36.080 is hereby amended to read as follows:

**17.36.080 Appeal to hearing examiner.**

Within fourteen calendar days following the decision for a proposed lot line adjustment, the applicant may appeal the decision to the hearing examiner. The appeal shall be accomplished by filing of a written request with the community development director for a hearing. The notice of appeal shall briefly specify the issues of the appeal. Decisions not timely appealed are deemed final and conclusive.

Section 43. Severability. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 44. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced on the \_\_\_\_ day of \_\_\_\_\_, 2010

Passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2010.

Ordinance No. 10-941

Page 35 of 36

\_\_\_\_\_  
Rebecca Olness, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Kenyon, City Attorney

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

ORDINANCE NO. 10-941

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REGARDING THE DIVISION OF LAND AND AMENDING BLACK DIAMOND MUNICIPAL CODE SECTIONS 17.04.010, 17.04.020, 14.04.030, 17.08.010, 17.08.040, 17.12.010, 17.12.020, 17.12.030, 17.15.020, 17.15.030, 17.16.010, 17.16.020, 17.16.030, 17.20.010, 17.20.020, 17.20.030, 17.20.040, 17.20.050, 17.20.060, 17.20.070, 17.20.080, 17.32.010, 17.32.020, 17.32.030, 17.32.040, 17.32.050, 17.32.060, 17.32.070, 17.32.090, 17.32.100, 17.34.020(a), 17.34.060(a), 17.36.030, 17.36.040, 17.36.050, 17.36.060, 17.36.080, ADDING NEW SECTIONS 17.20.090 AND 17.32.055, AND REPEALING CHAPTER 17.14 AND SECTIONS 17.32.110 AND 17.36.070; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City reviewed its existing code provisions regarding divisions of land in Title 17 of the Black Diamond Municipal Code and determined that an update was appropriate; and

WHEREAS, the planning commission reviewed the proposed changes at a public meeting held on April 21, 2009 and recommended that the amendments be adopted; and

WHEREAS, the City Council held a public hearing on the proposed amendments on August 20, 2009;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Black Diamond Municipal Code Section 17.04.010 is hereby amended to read as follows:

**17.04.010 Title supplementary to state provisions.**

This title shall be known as the city ~~land division~~ subdivision code and shall supplement and implement the state regulations concerning plats, subdivisions and dedications found in Chapter 58.17 of the Revised Code of Washington. In the case of conflict between ~~any two code or and~~ statute sections, ~~the sections should be interpreted in a way that allows them to be read as complimentary. If a complimentary reading cannot be made, then the provision that imposes the most restrictive land use condition shall control. If a city code section cannot be construed to be harmonious with a state provision in a particular instance, then the state provision will~~ shall control.



Section 2. Black Diamond Municipal Code Section 17.04.020 is hereby amended to read as follows:

**17.04.020 Purpose.**

The purpose of this chapter is to regulate the subdivision of land and to promote the public health, safety and general welfare in accordance with standards established by the state and the city to prevent the overcrowding of land; to lessen congestion in the streets and highways; to promote effective use of land; to promote safe and convenient travel by the public on streets and highways; to provide for adequate light and air; to facilitate adequate provision for water, sewerage, parks and recreation areas, sites for schools and school grounds and other public requirements; to provide for proper ingress and egress; to provide for the expeditious review and approval of proposed subdivisions which conform to zoning standards and local plans and policies; to adequately provide for the housing and commercial needs of the citizens of the city; ~~and to require uniform monumenting of land subdivisions and conveyancing by accurate land description; to protect environmentally sensitive areas; and to protect and preserve the community urban forest for its aesthetic, environmental, and health benefits.~~

Section 3. Black Diamond Municipal Code Section 17.04.030 is hereby amended to read as follows:

**17.04.030 Scope.**

This title shall apply to all divisions of land within the city for any purpose, regardless of the size of the resulting lots or tracts, except the following:

A. Cemeteries and other burial plots while used for that purpose;

B. Divisions of land made by testamentary provisions, or the laws of descent;

~~C. Divisions of land into lots or tracts classified for industrial or commercial use pursuant to a binding site plan for the use of the land in accordance with local regulations; provided, that when a binding site plan authorizes a sale or other transfer of ownership of a lot, parcel, or tract, the binding site plan shall be filed in the county recorder's office on each lot, parcel or tract created pursuant to the binding site plan; provided further, that the binding site plan and all of its requirements shall be legally enforceable on the purchaser or other person acquiring ownership of the lot, parcel or tract; and provided further, that sale or transfer of such lot, parcel or tract in violation of the binding site plan, or without obtaining binding site plan approval, shall be considered a violation of this chapter and shall be restrained by injunctive action and be illegal as provided in~~

this title;

~~CD.~~ A division for the purpose of lease when no residential structures other than mobile homes as defined by the city zoning ordinance Title 18 are permitted to be placed upon the land and the city council has approved a binding site plan conditional use permit for the use of the land in accordance with city ordinance codes;

~~DE.~~ A division made for the purpose of adjusting boundary lines which does not create any additional lot, tract, parcel, site or division nor create any lot, parcel, site or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building site;

~~EF.~~ A division which is made by subjecting a portion of a parcel or tract of land to Chapter 64.32 RCW, the Horizontal Property Regimes Act, under a binding site plan for the use of land in accordance with city ordinances;

~~G. Short subdivisions of land made pursuant to the city short subdivision ordinance;~~

~~FGH.~~ A division for the purpose of leasing land for facilities providing personal wireless services while used for that purpose. "Personal wireless services" means any federally licensed personal wireless service. "Facilities" means unstaffed facilities that are used for the transmission or reception, or both, of wireless communication services, including, but not necessarily limited to, antenna arrays, transmission cables, equipment shelters, and support structures; and

~~GHI.~~ A division of land into lots or tracts of less than three acres that is recorded in accordance with Chapter 58.09 RCW and is used or to be used for the purpose of establishing a site for construction and operation of consumer-owned or investor-owned electric utility facilities. For purposes of this subsection, "electric utility facilities" means unstaffed facilities except for the presence of security personnel, that are used for or in connection with or to facilitate the transmission, distribution, sale, or furnishing of electricity, including, but not limited to, electric power substations. This subsection does not exempt a division of land from the zoning and permitting laws and regulations of cities, towns, counties, and municipal corporations the city. Furthermore, this subsection only applies to electric utility facilities that will be placed into service to meet the electrical needs of a utility's existing and new customers. New customers are defined as electric service locations not already in existence as of the date that electric utility facilities subject to the provisions of this subsection are planned and constructed.

Section 4. Black Diamond Municipal Code Section 17.08.010 is hereby amended to read as follows:

### 17.08.010 Definitions.

As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings:

"Alteration" or "amendment" means the modification of a previously recorded subdivision, short subdivision, or binding site plan, or any portion thereof that results in changes to conditions of approval, the addition of new lots or more land, or the deletion of existing lots or the removal of plat or lot restrictions or dedications that are shown on the recorded plat.

"Binding site plan" means a drawing to a scale specified by the city binding site plan code which:

1. Identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified by city code;

2. Contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the ~~site plan review committee~~community development director; and

3. Contains provisions making any development to be in conformity with the site plan.

"Block" means a group of lots, tracts or parcels within well-defined and fixed boundaries.

~~"Bonus density" or "density bonus" means residential development density in addition to the base density granted by the zoning regulations or a development agreement, that is authorized by the city council for subdivisions that incorporate specific design elements determined and adopted by the city to be central to the realization of the city's vision and comprehensive plan goals and objectives.~~

~~"City engineerPublic works director" means that person, firm or corporation appointed or authorized (including contractual authorization) by the mayor of the city to carry out the duties of the city engineerpublic works director as prescribed by this chapter.~~

"Dedication" means the deliberate appropriation of land by an owner for any general and public uses, reserving to himself or herself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the ~~presentment presentation~~ for filing of a final plat or short plat showing the dedication thereon; and, the acceptance by the public shall be evidenced by the approval of the plat for filing by the appropriate governmental unit.

"Final plat" means the final drawing of the subdivision and dedication prepared for ~~filing for recording~~ with the county recorder and containing all elements and requirements set forth in this ~~title~~chapter.

"Gross density" means the number of residential units to be located on land proposed to be subdivided, divided by land's size measured in acres.

"Hearing Examiner" means the person appointed or authorized by the City to carry out the duties of hearing examiner pursuant to BDMC Chapter 2.30.

"Lot" means a fractional part of divided lands having fixed boundaries, being of sufficient area and dimensions to meet minimum zoning requirements for width and area. The term shall include tracts and parcels.

"Monument" means a permanent concrete object four inches by four inches at the top, six inches by six inches at the bottom and twenty-four inches long with a metal marker cast in the center.

"Net density" means the number of residential units to be located on land proposed to be subdivided, divided by the remainder of the land's size measured in acres, less the area of all public dedications, including roads, storm drainage facilities, parks, and less any permanently protected environmentally sensitive areas and their buffers.

"Plat" means a map or representation of a subdivision, showing thereon the division of a tract or parcel of lands into lots, blocks, streets and alleys or other divisions and dedications.

"Paper plat" means a residential short subdivision with an existing single family residence, in which only one additional lot is created, and some or all of the required public improvements for the additional lot have been deferred until after final short subdivision approval and made a condition of building permit issuance on the additional lot.

"Public works director" means that person, firm or corporation appointed or authorized (including contractual authorization) by the mayor of the city to carry out the duties of the public works director as prescribed by this chapter.

"Preliminary plat" means a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of a subdivision consistent with the requirements of this chapter. The preliminary plat shall be the basis of the approval or disapproval of the general layout of the subdivision.

"Short subdivision" means the division or redivision of land into ~~six~~four or less ~~fewer~~ lots, tracts, parcels, or sites for the purpose of sale, lease or transfer of ownership, except as provided in Section 17.04.030 of this title. The creation of tax parcels by the county shall not be deemed the division of land for purposes of creating a lot, tract, parcel or site that can be sold, leased or transferred.

"Subdivision" means the division or redivision of land into ~~seven~~five or more lots, tracts, parcels, or sites for the purpose of sale, lease or transfer of ownership, except as provided in Section 17.04.030 of this title. The creation of tax parcels by the county shall not be deemed the division

of land for purposes of creating a lot, tract, parcel or site that can be sold, leased or transferred.

“Tract” means a fractional part of subdivided lands having fixed boundaries, not meeting the requirements for a lot, or created for a special use, including public spaces, storm drainage facilities, or sensitive area protection, other than for a building lot.

“Vacation” means canceling or eliminating an approved subdivision or short subdivision completely; “partial vacation” means removal, cancellation or elimination of a portion of an approved subdivision or short subdivision.

“Vested” means a proposed division of land will be considered under the requirements of this chapter, and the zoning or other land use control ordinances, in effect on the land at the time a fully completed application for preliminary plat approval of the subdivision, binding site plan, or short plat approval of the short subdivision, has been submitted to the city.

**Section 5.** Black Diamond Municipal Code Section 17.08.040 is hereby amended to read as follows:

**17.08.040 Revocation or modification of conditions after approval.**

~~A. A subdivision or short subdivision shall be governed by the terms of approval of the final plat, and the statutes, codes and regulations in effect at the time of final plat approval, including certificates of availability for water and sewer capacity, and approvals granted after approval of by the city public works director/engineer, unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.~~

~~B. The city council may modify the conditions of preliminary subdivision or short subdivision approval, or revoke the approval, if, after notice and opportunity to be heard by the owner of the land to be subdivided, if the city council finds:~~

- ~~1. The modification or revocation is necessary to protect the public health, safety or welfare; and~~
- ~~2. If the council intends to revoke the preliminary approval, that it is impossible to satisfy the condition of preliminary plat approval because of a knowing and deliberate violation of the condition.~~

**Section 6.** Black Diamond Municipal Code Section 17.12.010 is hereby amended to read as follows:

**17.12.010 Application.**

Any person desiring to subdivide land into seven~~five~~ or more parcels within the city shall first submit an application for preliminary plat approval to the city clerk-treasurer at City Hall~~community development~~



department. The application shall be on forms provided by the city. To the extent that procedural requirements permit simultaneous proceedings, a subdivision application will be processed concurrently with applications for variances, ~~planned unit developments~~ residential cluster development, site plan approvals and similar approvals, unless the applicant expressly requests sequential processing. A preliminary plat application will not be accepted for property within an MPD ~~overlay district zone~~ unless there is a previously approved MPD permit ~~and a recorded MPD development agreement~~. A preliminary plat application will not be accepted for property that is part of a master planned development (MPD) permit application unless the city, pursuant to Section 18.98.050(C) of this code, authorizes the simultaneous processing of the subdivision application. The application shall include:

A. ~~Ten~~ Five Copies of the preliminary plat drawing and vicinity map containing items specified in Section 17.12.020 of this chapter;

B. ~~Ten~~ Five Copies of proposed street and utility plans showing proposed locations, sizing and alignment, and of plans showing areas of existing trees and natural vegetation to be retained, and those to be removed;

C. ~~Three~~ Five Copies of a completed environmental checklist, together with applicable environmental studies and SEPA documents. If the city and the applicant have agreed that an environmental impact statement will be prepared for the proposal, a checklist shall not be required;

D. A preliminary outline ~~and legal description~~ of any areas within the subdivision to be dedicated or reserved for public or common use, with the purposes indicated thereon and in the dedication or restrictive covenant;

E. A title report disclosing vesting of title, all existing easements of record or other existing restrictions on the proposed platted land;

F. Storm drainage design analysis at a level of detail to allow for accurate sizing of storm drainage facilities and tracts;

G. A listing of all property owners of record within ~~five~~ three hundred feet of the exterior boundaries of all parcels proposed to be included within the subdivision, ~~together with three sets of mailing labels for said property owners certified by King County as being no less than thirty days old. (The five~~ three hundred feet shall be measured from the exterior boundary of adjacent property in the same ownership as the land to be subdivided);

~~H. An aerial photo of the parcel area and parcels within one thousand feet of its boundaries that was taken since the time of the last development activity within the area to be subdivided or surrounding properties or one year from the application date, whichever is more recent, at a scale no smaller than one inch equals one thousand feet;~~

~~I. If the proposed subdivision is located in an approved MPD, typical schematic drawings (floor plans elevations, and exterior material samples) for the single family residences and other structures to be built on the~~

subdivided lots;

~~HJ~~If the proposed subdivision is located in an approved MPD, a copy of the signed and recorded MPD development agreement;

~~HK~~. Certificates of sewer and water availability;

~~HL~~. If the property to be subdivided has been designated as a receiving area pursuant to the city's transfer of development rights program, a copy of all development right certificates (DRCs) proposed for use in obtaining the proposed net density;

~~M~~. If the applicant is requesting a density bonus, a narrative and/or illustrative report identifying the level of bonus density sought and supporting documentation as necessary to support the request and demonstrate the incorporation of the density bonus elements as set forth in Section 17.14.050 of this title;

~~KJN~~. The nonrefundable preliminary plat fee and review deposit in the amount specified in the city fee resolution;

~~LKQ~~. Any further information required by the terms of a previously approved MPD permit that is required by the approval to be shown on the plat or required to be constructed as part of the subdivision approval process;

~~MLP~~. A tree survey showing all trees over fifteen inches in diameter measured three feet above the tree base. If a stand of trees containing trees of this dimension is proposed to be preserved, then a per tree survey is not required, but the area to be preserved shall be identified (see prepared in conformance with -BDMC 19.30.060 for details);

~~Q~~. Any studies or reports necessary to show that the requirements of Section 17.16.020(D) of this title will be met if the application is approved;

~~R~~. Proposed covenants, conditions and restrictions (CCR) for any land or improvements to be owned and/or maintained in common by the lot owners or an association of lot owners;

~~S~~. Verification from the King County assessor that the property is not in a current use tax classification, except for those portions of the property that is subject to a permanent conservation easement to protect open space land, as defined in RCW 84.34.020;

~~NMF~~. The names and addresses of all persons having an ownership interest in the property or in the applicant. If the property is owned by, or the applicant is a partnership, limited liability company, corporation or other legal entity, then the names and addresses of all persons having a financial interest in the legal entity or entities shall be provided; and

~~U~~. A comprehensive fiscal analysis disclosing the short and long-term financial impacts of the proposed subdivision upon the city, both during development and following project completion to ensure no adverse fiscal affects to the city after project completion and occupancy, and including an analysis of personnel demands and fiscal shortfalls anticipated during

~~the development phase of the subdivision together with recommended mitigations to ensure that the subdivision and the resulting development on the property to be subdivided does not negatively impact the fiscal health of the city, nor the ability of the city to adequately serve existing residents. If an EIS will be prepared, the fiscal analysis may be prepared concurrently with the EIS;~~

ONV. Any other information that is necessary and appropriate as determined in the reasonable discretion of the city in order to determine whether or not the application meets the preliminary plat approval criteria set forth in Chapter 17.15 of this title.

Section 7. Black Diamond Municipal Code Section 17.12.020 is hereby amended to read as follows:

**17.12.020 Preliminary plat contents.**

The preliminary plat shall be prepared by a ~~registered professional~~ land surveyor or engineer using acceptable drafting standards. The scale for the preliminary plat drawing, the drainage utilities, and tree preservation plans shall be not less than one inch equals ~~one~~two hundred feet and the horizontal and vertical scales for street and sewer plans ~~and profiles shall~~ be not less than one hundred feet and ten feet to the inch, respectively. ~~After initial review, the public works director may request more detail for proper infrastructure review, including profiles.~~ The documents shall be submitted in such form that when the maps and written data are considered together, they shall fully and clearly disclose the following information:

A. The proposed name of the proposed subdivision which shall not be the same as the name of any other subdivision or development in the city;

B. The legal description of land contained within the proposed subdivision;

C. The name, address and telephone number of the ~~subdivision developer~~ applicant and the property owner;

D. The name, address and telephone number and seal of the ~~registered professional~~ land surveyor or engineer who prepared the preliminary plat documents;

E. The boundary lines of the proposed subdivision;

F. The boundaries and approximate dimensions, including square feet of lot area for all lots and parcels within the proposed subdivision, together with the numbers to be assigned to each block and lot;

G. The proposed location, ~~names~~ and width of all existing and proposed streets, alleys, roads and easements within the proposed subdivision and adjacent thereto;

H. The location and, where ascertainable, sizes of all permanent buildings, wells, watercourses, bodies of water (indicating the high water mark or top of the bank), all overhead and underground utilities, municipal

boundaries, section lines, township lines and other important features existing upon, over or under the land proposed to be subdivided;

I. Contour lines of at least five-foot intervals or sufficient intervals to show the topography of the land to be subdivided referenced to the mean sea level datum of the National Ocean Survey (USC and GS), and extending at least one hundred feet in all directions from the property to be subdivided;

J. Generalized plans of proposed water distribution systems, storm sewers, sewerage systems and shoreline modifications, if any, indicating locations and sizing;

K. A layout of proposed ~~streets and alleys~~, buffer zones, ~~on or~~ no-build areas and parcels proposed to be dedicated or reserved for public or community school, park, playground, open space and trail networks, wildlife corridors, and perimeter buffers or other uses;

L. Owners of land adjacent to the subdivisions and the names of any adjacent subdivisions shall be identified on the preliminary plat map;

M. If the plat constitutes a replat, the lots, block, streets, etc., lines of the original plat shall be shown with dotted lines in their proper positions in relation to the new arrangement on the plat, the new plat being clearly shown in solid lines;

N. If the proposed plat is part of an approved MPD, the proposed preliminary plat drawing shall show road, trail, utility, and other connections to adjacent MPD properties, as well as adjacent approved MPD land uses;

O. All environmentally ~~sensitive~~<sup>critical</sup> areas, their buffers, and minimum building setbacks;

~~P. Minimum building setback lines for all proposed lots;~~

~~PQ.~~ If the subdivision is proposed to occur in two or more phases, the proposed phases shall be clearly shown and labeled; ~~and~~

~~QR.~~ A table listing the gross density, net density, density proposed through use of the city's transfer of development rights program, minimum lot size, maximum lot size and average lot size for the proposed subdivision.

Section 8. Black Diamond Municipal Code Section 17.12.030 is hereby amended to read as follows:

**17.12.030 Additional information.**

An application, for vesting purposes, shall be deemed complete if it contains all of the information required by Sections 17.12.010 and 17.12.020 of this chapter, ~~and chapter 18.14 (vesting)~~. However, the city may require submittal of additional information, including, but not limited to, soil and geological studies, wetland assessments, or traffic studies prior to processing a preliminary subdivision application if city staff

determine that such information is necessary for accurate environmental or technical review of such application. The city may also set reasonable deadlines for the supplemental submittal of such information if it is found to be necessary subsequent to the initial application submittal and determination of completeness. Failure to meet such deadlines shall cause the application to be deemed withdrawn, and plans or other data previously submitted for review may thereafter be returned to the applicant. In no case shall an application be processed until it is adequate in terms of the type or amount of information necessary for accurate environmental and technical review.

Section 9. Black Diamond Municipal Code Chapter 17.14 is hereby repealed in its entirety.

Section 10. Black Diamond Municipal Code Section 17.15.020 is hereby amended to read as follows:

**17.15.020 Approval criteria.**

A. The following ~~are the criteria that must be met to approve any subdivision. The criteria may be met by conditions proposed by the applicant, or imposed by the hearing examiner or council as conditions of approval:~~

1. The proposed subdivision meets all city zoning regulations and is consistent with the city's comprehensive plan maps and policies, ~~including, but not limited to, Section 5.7.3, Residential Development Policies and Concept, and with the Black Diamond design standards and guidelines where applicable;~~

~~2. Any density bonus shall meet the requirements of Chapter 17.14 of this title;~~

~~3. The proposed subdivision results in a net density that is equal to or less than the allowable maximum density established by the zoning regulations, including any density transfers or applicable density bonuses awarded by the planning commission, and is greater than or equal to any applicable minimum density requirement;~~

~~4. The public use and interest is served by the establishment of the subdivision and dedication. In considering this criteria, it shall be determined if appropriate provisions are made for all relevant matters, including, but not limited to, the public health, safety and general welfare, for open spaces, storm drainage ways, streets, alleys, other public ways, water supplies, sanitary wastes, parks, playgrounds, sites for schools and school grounds;~~

~~5. The physical characteristics of the proposed subdivision site, as conditioned, does not increase the risk of flood or inundation conditions on- or off-site;~~



~~56.~~ Applicable city development standards are met or exceeded;

~~67.~~ All significant adverse environmental impacts have been addressed are mitigated in a manner that furthers consistent with the public health, safety and welfare and city goals and policies;

~~8.~~ The proposed project will have no adverse financial impact upon the city at each phase of development, if it is a phased project, as well as at the time of occupancy of any structures to be constructed on the property. If the project is phased, so that final plat approval for the entire project is not obtained at one time, then this requirement shall include conditioning any approval so that the fiscal analysis is updated to show continued compliance with this criteria. If any phase has not been completed within five years, a new fiscal analysis must be done with regards to that phase before an extension can be granted. The fiscal analysis must be updated prior to the commencement of each new phase to assure continued compliance with this criteria. This may be done as an administrative review. If the proposed subdivision is part of an approved MPD, then the MPD fiscal analysis may be adopted by reference for use in meeting this condition;

~~79.~~ There shall be eConcurrency exists for all utilities and transportation system improvements prior to occupancy of any structures;

~~10.~~ The proposal, during construction and at occupancy, shall not cause the available city staffing capacity to be exceeded, or result in the lowering of city staffing levels of service established by the city, including those related to public safety;

~~11.~~ For developments of more than fifty residential units, there shall be a mix of housing types so that at least ten percent of the structures, regardless of number of residential units in each structure, shall be duplexes, triplexes or fourplexes;

~~812.~~ If the proposal is in an approved MPD, the proposed subdivision shall be consistent with the approved MPD, the MPD conditions of approval, the MPD design standards, and the MPD development agreement;

~~913.~~ There shall be connectivity of motorized and nonmotorized transportation ~~corridors~~ routes, open spaces and wildlife corridors with existing or proposed routes or corridors on adjacent properties;

~~104.~~ The use of cul-de-sacs and other dead-end streets shall be minimized to the fullest extent possible;

~~115.~~ Appropriate provision has been made for the dedication of land to any public body, and provision of public improvements has been made as necessary to serve the subdivision. This shall include appropriate provision for payment of any impact fees imposed in accordance with the provisions of RCW 82.02.050 through 82.02.090, and applicable city codes and regulations. Dedications shall clearly be shown on the final plat;

126. The streetscape and public open space amenities shall be compatible with any adjacent project that has been developed or approved for development as an MPD.

13. The proposed subdivision provides safe walking conditions for students who walk to and from school; and

14 The proposed subdivision provides for tree preservation preservation including a complete inventory of significant trees consistent with the provisions of chapter 19.30.

Section 11. Black Diamond Municipal Code Section 17.15.030 is hereby amended to read as follows:

**17.15.030 Site inspection.**

A site inspection may be made by the city council and/or the hearing examiner in order to assist them in their the hearing examiner deliberations in reviewing the proposed subdivision. When making a site inspection, the hearing examiner may not engage in communications with opponents or proponents with respect to the proposed subdivision, so long as said inspection occurs as part of a public meeting, with actual notice to the applicant and all persons of record at the open record public hearing, and no public input is allowed during the inspection.

Section 12. Black Diamond Municipal Code Section 17.16.010 is hereby amended to read as follows:

**17.16.010 Staff review.**

A. Completeness Check and SEPA. City community development department staff shall review the preliminary plat application for completeness within twenty-eight days of its receipt. If the application is determined to not be complete, department city staff shall identify in its determination of completeness the items required to make the application complete. Once the application has been determined to be complete, city staff will shall issue a formal notice of application which shall allow at least fourteen days for public comment regarding the application. Notice of the filing of a preliminary plat of a proposed subdivision adjacent to or within one mile of the municipal boundaries of another city or town, or which contemplates the use of any city or town utilities, shall be given to the appropriate city or town authorities. Any notice required by this title shall include the hour and location of the hearing and a description of the property to be platted. Notice of the filing of a preliminary plat of a proposed subdivision located in the city and adjoining the municipal boundaries of another city or town shall be given to the appropriate city officials. Notice of the filing of a preliminary plat of a proposed subdivision located adjacent to the right-of-way of a state highway (SR-

169). or within two miles of the boundary of a state or municipal airport, shall be given to the Secretary of Transportation. Following the public comment period, staff will then initiate the SEPA process, pursuant to Black Diamond Municipal Code Chapter 19.04.

B. At the time of issuing the notice of application, the ~~city planner~~ community development director shall submit the proposed subdivision to all city department heads, including, but not limited to, the public works director, ~~city engineer~~, the ~~city utilities superintendent~~, the ~~city police chief~~, the ~~city SEPA responsible official~~ natural resources director and the ~~city fire marshal~~ chief for staff review. The following review criteria shall apply:

1. The ~~public works director~~ city engineer shall review the proposed subdivision for engineering adequacy of the proposed street system, sewage disposal system, storm drainage system and water supply system, and shall review the same for compliance with all city standards, including, but not limited to, those set forth in the city's public works standards or standards approved as part of an MPD, if applicable. The ~~city engineer~~ public works director shall also review the proposed subdivision to ensure that all requirements as may be necessary to minimize flood damage are met;

2. The ~~city utilities superintendent~~ shall review the proposed subdivision for adequacy of the proposed water, sanitary sewer, storm sewer, and utility systems.<sup>23</sup> Mountain View Fire and Rescue (King County Fire District No. 44) The city fire chief shall review the proposed subdivision for adequacy of water supply and access for fire protection and medical aid purposes; and:

4. The ~~city police chief~~ shall review the proposed subdivision for the adequacy of access for police protection purposes.

<sup>35</sup> 5. The ~~city SEPA responsible official~~ natural resources director shall review the proposed subdivision for ~~environmental impacts~~ consistency with Chapter 19.10 and other environmental regulations.

C. SEPA Determination and Staff Report. Each department head and reviewing staff shall, within twenty-one days after receipt, complete his or her review of the proposed subdivision and transmit written comments and recommendations to the ~~city planner~~ community development department. At the conclusion of the SEPA process, staff will finish its detailed review of the proposal and will ~~make issue a formal~~ SEPA threshold determination, which may include a public comment period pursuant to Chapter 19.04. Community development staff will also prepare a written staff report to the hearing examiner. This review may include requesting additional information, or proposal revisions, from the applicant, in which case any mandated review timelines shall be suspended.

Section 13. Black Diamond Municipal Code Section 17.16.020 is hereby amended to read as follows:

**17.16.020 ~~Planning commission~~ Hearing examiner public hearing**  
~~, review and~~  
~~recommendation.~~

A. Public Hearing Required. Upon completion of staff review and the SEPA appeal period review process, ~~the city clerk-treasurer-community development department~~ shall schedule the preliminary plat for public hearing before the hearing examiner, allowing for adequate public hearing notification and issue a notice of public hearing and provide notice pursuant to Chapter 18.08.

B. Notice of Public Hearing. Notice of the public hearing shall include the purpose, date, time and place of the public hearing and a description of the location of the property which shall be both a vicinity sketch and a narrative location description of the property to be platted. Notice shall be given in the following manner:

1. Publication of at least one notice not less than fourteen days prior to the hearing in a newspaper of general circulation within the city;

2. Posting as required by BDMC 18.08.125A, in at least three conspicuous places adjacent to the boundary of the proposed subdivision and visible from a public right-of-way, not less than fourteen days prior to the hearing. If the owner of the property which is proposed to be subdivided owns another parcel of the property which lies adjacent to such property, notice under this section shall be placed adjacent to the boundaries of any such adjacently located parcels of property owned by the owner of the property proposed to be subdivided;

3. Mailing as required by BDMC 18.08.125A notice to all owners of record of real property adjacent to or within five hundred feet of the proposed subdivision, according to the records of the county treasurer, not less than fourteen days prior to the hearing. If the applicant or owner of the property which is proposed to be subdivided owns, or has any legal interest in any entity that owns, other property adjacent to the property proposed to be subdivided, notice shall be mailed to the owners of all property adjacent to or within five hundred feet of said adjacent property in which the applicant or owner has an interest;

4. If the proposed subdivision is adjacent to the city-county boundary, notice shall be given to the city council and or county council;

5. If the proposed subdivision is located adjacent to the right-of-way of a state highway or within two miles of the boundary of a state or municipal airport, notice shall be given to the Secretary of Transportation; and

6. If the proposed subdivision is located in an approved MPD, the city shall merge its public notice of the required preliminary plat design review with the public notice of the preliminary plat hearing, utilizing the notice

requirements for the preliminary plat hearing, as set forth above.

~~CB.~~ Public Hearing. At the public hearing, the hearing examiner shall consider all relevant evidence ~~to determine that whether the preliminary plat be approved or disapproved by the city council.~~ Any hearing may be continued at the discretion of the hearing examiner in order to allow all relevant public input to be received. ~~Records of the hearing examiner hearings on preliminary plats shall be kept by the city clerk and shall be open to public inspection.~~

Section 14. Black Diamond Municipal Code Section 17.16.030 is hereby amended to read as follows:

**17.16.030 City council Hearing examiner review and decision.**

A. If the hearing examiner finds that the proposed plat makes appropriate provisions for the public health, safety and general welfare, for such open spaces, drainage ways, water supplies, sanitary wastes, parks, playgrounds, sites for schools and school grounds, and other provisions required by city code, ~~regulations and other provisions required by city code, regulations and~~ any applicable development agreement, and it finds that the public use and interest will be served by the platting of the subdivision, then ~~it the preliminary plat~~ shall be approved. If the hearing examiner finds that the proposed plat does not make such appropriate provisions or that the public use and interest will not be served, then the hearing examiner shall impose additional conditions so that appropriate provisions will be made and the public use and interest is served, ~~or if, If~~ additional conditions would not be adequate to mitigate all adverse impacts and to otherwise protect the public health, safety and meet all city standards, then the examiner shall deny the proposed preliminary plat.

B. Not later than fourteen days following the close of the public hearing by the hearing examiner, the hearing examiner shall issue ~~its~~ his/her decision.

C. Dedication and Improvements.

1. Conveyance of land to the city and/or construction of improvements within and/or outside the boundary of the proposed subdivision may be required as a condition of subdivision approval. All streets, alleys and other access to the lots within the subdivision shall be conveyed to the city and shall become city property upon acceptance by the city; provided, the ~~city council hearing examiner~~ may allow a private street if it finds that the private street is the best interest of the public, that adequate provision is made for street maintenance, repair and replacement through the CCR's, and that the street will be constructed to the same standard ~~that would apply if the street were to be public street.~~ The ~~hearing~~ examiner shall not, as a condition of the approval of any plat, require a release from damages to be procured from other property owners.



2. No plat shall be approved covering any land situated in a flood control zone as provided in RCW Chapter 86.16 without the prior written approval of the Department of Ecology ~~of the state.~~

3. Every decision or recommendation made under this chapter shall be made in writing and shall include findings of fact and conclusions to support the decision or recommendation. A record of all public meetings and public hearings shall be kept by the city and shall be open to public inspection.

D. Applicant Notification. Preliminary plats or any proposed subdivision and dedication shall be approved, disapproved or returned to the applicant for modification or correction within ninety days from the date of the city staff determination of a complete application, unless the applicant consents to an extension of such time period; provided, that if additional information is requested from the applicant, or an environmental impact statement is required as provided in RCW 43.21C.030, the ninety-day period shall not include the time spent by the applicant in providing the requested information, or in preparing and circulating the environmental impact statement by the city.

E. Expiration of Preliminary Plat Approval. The approval given to a preliminary plat shall expire ~~five~~ seven years following the approval date unless a proposed final plat meeting all the requirements of this chapter and the conditions of preliminary plat approval is submitted to the city. However, an applicant who files a written request with the ~~city council~~ community development department at least thirty days before the expiration of this ~~five~~ seven-year period may be granted a one-year extension upon a showing by the applicant and finding by the ~~city council~~ department that the applicant has attempted in good faith to submit the final plat within the ~~five~~ seven-year period. Any extension may be conditioned upon further review by the ~~city council~~ department and may contain additional or altered conditions and requirements to comply with city standards current at the time of the extension. ~~Such changes shall be made at a public meeting of the city council.~~

Section 15. Black Diamond Municipal Code Section 17.20.010 is hereby amended to read as follows:

**17.20.010 Contents of application.**

The final plat application shall include the following:

A. Final plat drawings in conformance with criteria set forth in this title and properly containing all information required by the conditions of preliminary plat approval;

B. A title insurance report confirming that the title of the lands as described and shown on the plat is in the name of the owners signing the plat's certificate or instrument of dedication;

C. ~~Three~~ Certified sets of "as-built" subdivision improvement drawings, or in the alternative, and at the city's sole discretion, a subdivision improvements completion bond as specified in this chapter;

D. A maintenance and guarantee bond as described in this chapter;

E. Survey information in conformance with criteria set forth in this chapter;

F. A nonrefundable final plat fee in the amount specified by the city's ordinance fee schedule;

G. Any other documentation which may be necessary to show compliance with conditions of preliminary plat approval; and

H. A title insurance policy in favor of the city in an amount as approved by the city attorney for all land within the subdivision to be dedicated to the city.

Section 16. Black Diamond Municipal Code Section 17.20.020 is hereby amended to read as follows:

**17.20.020 Contents and standards for final plat drawings.**

Every final plat shall consist of one or more pages, each eighteen inches by twenty-~~four~~<sup>two</sup> inches, clearly and legibly drawn to the standards of the King County Recorder's Office, on tracing cloth, stable base mylar polyester film or equivalent approved material. All drawing or lettering shall be in permanent India ink. The perimeter of the subdivision shall be depicted in heavier lines than those that appear elsewhere on the plat. Each sheet of the final plat shall contain the subdivision name and sheet number, and each sheet containing a drawing shall also contain the scale and the north arrow showing the equation to true north where applicable. All signatures shall be written in permanent India ink. Every final plat shall include an accurate map of the subdivided land based upon a complete survey thereof containing all elements described in and consistent with WAC chapter 332-130, which map shall include:

A. All section, township, municipal and city lines lying within or adjacent to the subdivision;

B. The location of all monuments or other evidence used as ties to establish the subdivision's boundaries;

C. The location of all permanent control monuments found and established within the subdivision;

D. The boundary of the subdivision with complete bearings and lineal dimensions;

E. The length and the bearings of all straight lines; the radii, arc lengths, semitangents and delta angle of all road centering curves and radii; and delta angle and arc length of right-of-way curves;

F. The length of each lot line, together with the bearings and other data necessary for the location of any lot line in the field;

G. The location, width, centerline and name or number of all streets within and adjoining the subdivision;

H. The location shown with broken lines, the width and description of all easements;

I. Numbers assigned to all lots and blocks within the subdivision;

J. Names of any adjacent subdivision(s);

~~K. A copy of all restrictive covenants proposed to be imposed upon land within the subdivision;~~

~~K.L.~~ Legal description of the land within the subdivision;

~~L.M.~~ All dedications of streets or other areas to the public, an individual or individuals, religious society or societies or to any corporation, public or private. Roads not dedicated to the public must be clearly marked on the face of the plat. Any dedication, donation or grant as shown on the face of the plat shall be considered for all intents and purposes as a quitclaim deed to the donee or donees, grantee or grantees for his, her or their use for the purpose intended by the donors or grantors aforesaid;

~~M.N.~~ The location of all sensitive area boundaries, including any required buffer and/or setback areas;

~~N.O.~~ The lot area in square feet for each lot or tract within the subdivision; and

~~O.P. Lot aAddresses of individual lots. The minimum required yard setback areas for each lot or tract within the proposed subdivision.~~

Section 17. Black Diamond Municipal Code Section 17.20.030 is hereby amended to read as follows:

**17.20.030 Surveys and monumentation.**

Surveys shall be required for all proposed subdivisions. The survey of every proposed subdivision shall be made by or under the supervision of a professional registered land surveyor. All surveys shall conform to standard practices and principles for land surveying as set forth in the laws of the state. Subdivision control and staking traverses shall close within an error of one foot in five thousand feet. Primary survey control points shall be referenced to section corners and monuments.

A. Information to be ~~t~~Transmitted to the ~~p~~Public ~~W~~orks ~~D~~irector ~~C~~ity Engineer. The surveyor shall furnish the ~~city engineer~~public works director with a full set of survey notes, which shall clearly show:

1. The ties to each monument established for the plat;
2. All necessary controlling reference points or monuments;
3. Sufficient ~~date-data~~ to determine readily the bearing and length of each line which may be in the form of computer printout sheets or coordinate sheet;
4. The base meridian referred to showing its relation to true north

based on Polaris observation or tie to National Ocean Survey (USC and GS) triangulation system, or other control acceptable to the public works director or city engineer;

5. Complete subdivision of the section or sections, or as much thereof as necessary to properly orient the plat within the same;

6. Corners of adjoining subdivisions or portions thereof, with ties;

and

7. Primary survey control points shall be referenced to section corners and monuments.

B. Permanent Control Monuments. Permanent control monuments shall be established at:

1. All controlling corners on the boundaries of the subdivision;

2. The intersections of centerlines of roads within the subdivision;

and

3. The beginnings and ends of curves on centerlines or points of intersections on tangents.

C. The position and type of every monument shall be noted on all plats of the subdivision in accordance with the Survey Recording Act. ~~Permanent control monuments shall be set in concrete four inches by four inches at the top, six inches by six inches at the bottom, twenty-four inches with metal marker cast in the center. Permanent control monuments within the streets shall be set after the streets are graded, the surety deposited to secure grading shall be sufficient to pay the costs estimated by the city engineer of setting such monuments. Every lot corner shall be marked by a one-half inch or five-eighths inch galvanized iron pipe or approved equivalent, driven into the ground. If any land in a subdivision is contiguous to a meandered body of water, the meander line shall be re-established and shown on the plat. If the thread of the stream lies within a subdivision and forms the boundary of lots, such thread shall be defined by bearing and distances as it exists at the time of the survey.~~

Section 18. Black Diamond Municipal Code Section 17.20.040 is hereby amended to read as follows:

**17.20.040 Required certificates.**

The following certificates shall be shown on the final plat. Items listed in subsections A through C of this section shall be signed before the final plat is submitted for review:

A. Surveyor. The surveyor shall place his or her seal and signature on the plat, along with:

1. A statement certifying that the plat was prepared by him or her, or under his or her supervision;

2. A statement certifying that the plat is a true and correct representation of the land surveyed and that the monuments shown thereon

exist as located; and

3. A full and correct legal description of the land to be divided.

B. Owner. The following statements or certifications shall be placed upon the final plat by the owner:

1. A statement that the subdivision has been made with the free consent and in accordance with the desires of the owner or owners. Owners of other interests shown on the title report shall certify that they have notice of the subdivision; and:

2. If the plat is subject to dedication, a certificate containing the dedication of all streets and other areas, together with a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land from the required construction, drainage and maintenance of the areas. The certificates shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided.

C. Treasurer Certificate. A certification from the county treasurer that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.

D. ~~City Engineer~~Public Works Director. A statement of approval from the ~~city engineer~~public works director approving the survey data, the layout of the streets, alleys and other rights-of-way, design of bridges, sewage and water system and other structures.

E. Community Development Director. The date of examination and approval by the city community development director and the signature signifying such approval.

F. Council Approval. The resolution number and date of approval by the city council and the signature of the mayor signifying such approval.

GF. Fire Chief Approval. The date of examination and approval by the city fire chief of District No. 44 and the signature of the fire chief signifying such approval.

G. Repealed by Ord. No. 857.

H. Mine Workings Warning. A mine workings warning that reads as follows:

“WARNING. The City of Black Diamond overlies numerous mine shafts, tunnels and other workings, the exact location, depth and size of which are unknown. The land encompassed by this subdivision may or may not overlie such a workings. In approving this subdivision, the City of Black Diamond makes no representations and assumes no liability or responsibility with respect to the suitability of this site for the development contemplated or the suitability or integrity of the subsoil against subsidence or collapse.”



I. Plats in an Approved MPD. A statement that reads as follows:

“This plat is part of an approved Master Planned Development (MPD). All development and construction within this plat must be consistent with the applicable requirements of the MPD development agreement, MPD design standards, and mitigation requirements.”

Section 19. Black Diamond Municipal Code Section 17.20.050 is hereby amended to read as follows:

**17.20.050 Improvements.**

A. The applicant shall either complete the required improvements before the final plat is approved or, at the applicant's request and at the city's sole discretion, the applicant may be permitted to financially guarantee installation of the same pursuant to criteria established in subsection B of this section, ~~provided, the city council~~ If the hearing examiner has determined that the completion before final plat approval of all required water system, sanitary sewer system, and storm sewer system improvements, and all street improvements other than the final overlay, is necessary to protect the public health, safety and welfare, ~~then -and thus~~ those improvements cannot be bonded in lieu of completion before final plat approval. ~~Any; provided;~~ required off-site improvements that are imposed as a condition of environmental review, the need for which is not triggered until more than one-half of all resulting lots are occupied, may be bonded, if the council makes a written finding, at the time of final plat approval, that to do so will not jeopardize the public health, safety or welfare.

B. Completion and Maintenance Bonds. In lieu of the completion of the actual construction of required public improvements prior to approval of a final plat, other than the exempted improvements referenced in subsection A of this section, the city may accept a bond, in a form approved by the city attorney, or other secure method, in an amount equal to one hundred fifty percent of the ~~city engineer's public works director's~~ estimate of the cost of public improvements guaranteeing the actual construction and installation of such public improvements within a period of time to be set by the ~~city administrator~~, but in no event more than one year ~~of after~~ final plat approval. In addition, before final plat approval is granted, the applicant/property owner shall file a maintenance bond, or other secure method approved by the city, in an amount equal to twenty-five percent of the ~~city engineer's public works director's~~ estimate of the cost of improvements for a period lasting through the period two years after final acceptance of the improvements. The city shall withhold

approval of the final plat until the completion bond (if accepted by the city) and maintenance bond are filed. The city may enforce such bonds according to their terms, pursuant to any and all legal and equitable remedies. In addition, any completion or maintenance bond filed pursuant to this subsection shall be subject to enforcement in the following manner:

1. In the event the bonded public improvements are not completed as required, or maintenance is not performed satisfactorily, the city shall notify the property owner and the bonding company in writing which shall set forth the specific defects which must be remedied or repaired and shall state a specific time by which such shall be completed.

2. In the event repairs or maintenance are not completed as specified in the notice referred to in subsection (B)(1) of this section by the specified time, the city may, but shall not be obligated to, proceed to repair the defect or perform the maintenance by either: (a) force account, using city forces, or (b) by private contractor. To the extent that additional funds remain from the performance bond proceeds after the city has completed the work, these funds shall not be returned to the applicant/property owner until all work has been completed and accepted by the city. In the event the city is required to bring suit to enforce maintenance or completion bonds, or to collect the cost of repairs or maintenance, the applicant/property owner and bonding company shall be responsible for any costs and attorney's fees incurred by the city as a result of the action.

C. No Permits to be Issued. In the event that the city allows the applicant to file the performance bond instead of completing some or all of the required improvements prior to final approval of the plat, no building permits shall be issued for development within the subdivision until all required improvements have been completed to city standards and accepted by the city.

D. Improvement Construction. Construction of subdivision improvements prior to final plat approval or subsequent to final plat approval as a condition to meeting bond requirements shall proceed as follows:

1. ~~Five~~ Sets of complete construction drawings and specifications shall be submitted to the ~~city engineer~~ public works director for approval prior to the commencement of construction. The submitted drawings and specifications shall be designed and certified by a ~~registered professional~~ civil engineer. Construction drawings shall be in conformance with the conditions, if any, of preliminary plat approval and applicable city standards.

2. Construction of improvements shall not be initiated without authorization of the ~~city engineer~~ public works director. The ~~city engineer~~ public works director shall authorize the applicant/property owner to proceed with construction after approval of the construction drawings and specifications. The ~~city engineer~~ public works director may grant

approval on condition that additions or changes are made in the drawings or specifications, or on the inclusion or implementation of mitigating measures necessary to minimize the impact of the subdivision or subdivision construction on the environment.

~~Conditions required to minimize environmental impacts shall conform with the requirements of the city's current SEPA ordinance.~~

3. Any changes to the construction drawings or specifications involving the design of the subdivision improvements shall first be reviewed and approved by the ~~city engineer~~public works director.

4. Construction of the subdivision improvements shall proceed as shown in the construction drawings and specifications. Construction shall proceed under the supervision of a ~~registered professional~~ civil engineer. The ~~city engineer~~public works director shall ensure that ~~inspect~~ construction progress ~~is inspected on a daily basis~~ to review compliance with construction plans and required standards. All costs of inspections by the ~~city engineer~~public works director shall be borne by the applicant/property owner.

5. After the completion of construction, three sets of "as-built" drawings showing the subdivision improvement as constructed shall be certified as true and complete by a ~~registered professional~~ civil engineer and one shall be reproducible mylar. The certified "as-built" drawings shall be submitted to the city prior to final plat approval and/or acceptance of the subdivision improvements by the city.

Section 20. Black Diamond Municipal Code Section 17.20.060 is hereby amended to read as follows:

**17.20.060 Final plat review and decision.**

Final plats shall be approved, disapproved or returned to the applicant for modification or correction within ~~sixty~~thirty days from the date of filing thereof unless the applicant consents to an extension of such time period.

A. Staff Review. The ~~city engineer~~public works director or a ~~licensed professional engineer surveyor designee~~ acting on behalf of the city shall review the survey data layout of streets, alleys and other rights-of-way, design of bridges, sewage, storm sewage and water systems and other structures. ~~No engineer who is connected in any way with the subdividing and platting of the land for which subdivision approval is sought shall examine and approve final plats on behalf of the city.~~ The ~~city engineer~~public works director or ~~other engineer designee~~ acting on behalf of the city shall convey his or her findings to the city council regarding satisfaction of the following criteria: ~~Prior to approval, the engineer shall satisfy himself or herself that:~~

1. The proposed final plat meets all standards established by state law, this title, the city's zoning, the preliminary plat conditions of

approval, and the city's development standards ordinance relating to the final plat's drawings and subdivision improvements;

2. For plats within an approved MPD, the proposed final plat complies with all conditions of MPD approval, the MPD development agreement, and MPD design standards;

3. The proposed final plat bears the certificates and statements of approval required by this chapter;

4. ~~The~~ Current title insurance report furnished by the applicant/property owner confirms the title of the land in the proposed subdivision is vested in the name of the owners whose signatures appear on the plat's certificate; and

5. The facilities and improvements required to be provided by the applicant/property owner have been completed or, alternatively, that the applicant/property owner has provided a bond in an amount and with sureties commensurate with improvements remaining to be completed, securing to the city the construction and installation of the improvements and that all survey monument lot corners are in place and visible.

B. City Council Decision. The city council shall review the findings of the ~~city engineer-public works director or designee~~ and review the proposed final plat to assure that there is conformance with all terms of the preliminary plat approval and, where applicable, MPD approval, the MPD development agreement, and MPD design standards. If the council determines that the final plat conforms with these requirements, and adequate bonds, if applicable, have been posted, then, by resolution, it shall enter written findings to that effect, and shall authorize the mayor to execute the city's written approval on the face of the plat.

C. Notice of Final Decision. The city shall provide a notice of decision ~~that also includes a statement of any SEPA threshold determination made and the procedures for administrative appeal, where applicable.~~ The notice shall be provided to the applicant and any person who, prior to the rendering of the decision, requested notice of decision or submitted substantive comments on the application.

Section 21. Black Diamond Municipal Code Section 17.20.070 is hereby amended to read as follows:

**17.20.070 Filing.**

A. Required. No final plat shall be filed unless approved by the city council. The original of an approved final plat shall be filed for record with the county recorder.

~~One reproducible copy shall be furnished to the city engineer. One paper copy each shall be filed with the county assessor, the land surveyor representing the applicant/property owner, the city utilities department, the city planning department, and the city engineer.~~

B. Fees and Filing Procedure. ~~Prior to filing, the applicant shall submit the original final plat drawings to the city clerk-treasurer together with the filing fees for submissions by the city to the county recorder's office. After filing, the applicant shall provide the number and type of copies of the recorded plat specified in subsection A of this section to the city for distribution.~~

C. Period of Approval. Any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of ~~five-seven~~ years from the date of filing. A subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances and regulations in effect at the time of approval by the city ~~engineer-council~~ pursuant to subsection A of this section for a period of ~~five-seven~~ years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision; except that a subdivision in an approved MPD shall be governed by the terms of the MPD conditions of approval and the development agreement, until and unless the conditions and agreement are amended.

~~D. If a final plat has not been submitted for recording within sixty (60) days after approval by the city council, the plat shall expire and be null and void. To reactivate the expired plat, the plat will have to be resubmitted as a preliminary plat application and processed accordingly.~~

Section 22. Black Diamond Municipal Code Section 17.20.080 is hereby amended to read as follows:

**17.20.080 Violation--Permit not to be issued.**

No building permit or other development permit shall be issued for any lot, tract or parcel of land divided in violation of this title unless the ~~city authority authorized to issue such permits finds that the public interest will not be adversely affected thereby.~~ Provided, that building permits for up to four (4) model homes may be issued prior to final plat recording. The prohibition contained in this section shall not apply to an innocent purchaser for value without actual notice. All purchasers' or transferees' property shall comply with the provisions of this chapter, ~~and each purchaser or transferee may recover his or her damages from any person, firm, corporation or agent selling or transferring land in violation of this chapter or regulations adopted pursuant thereto, including any amount reasonably spent as a result of inability to obtain any development permit and spent to conform to the requirements of this chapter as well as cost of investigation, suit and reasonable attorney's fees occasioned thereby. Such purchaser or transferee may as an alternative to conforming his or her property to these requirements, rescind the sale or transfer and recover~~



~~costs of investigation, suit, and reasonable attorney's fees occasioned thereby.~~

Section 23. A new Section 17.20.090 is hereby added to the Black Diamond Municipal Code to read as follows:

**17.20.090 Vacation or Alteration of a Subdivision**

A. Vacation. Whenever an applicant wishes to vacate a subdivision or any portion thereof, that person shall file an application for vacation with the ~~Community~~community ~~Development~~development ~~Department~~department. The application shall set forth the reasons for vacation and shall contain signatures of all parties having an ownership interest in that portion of the subdivision subject to vacation.

If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the application for vacation would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the vacation of the subdivision or portion thereof.

When the vacation application is specifically for a city street or road, the procedures for street vacation ~~as per~~under state law shall be utilized for the street vacation. When the application is for the vacation of the plat together with the streets or roads, the procedure for vacation in this section shall be used but vacations of streets may not be made that are prohibited under state law.

The ~~Community~~community ~~Development~~development ~~Department~~department shall give notice to all property owners within the subdivision and within three hundred (300) feet of subdivision boundaries and to all applicable agencies. The ~~h~~H~~e~~e~~r~~e~~a~~r~~i~~n~~g~~e~~x~~a~~m~~i~~n~~e~~r~~e shall conduct a public hearing on the request for vacation, ~~and forward a recommendation to the city council.~~ The application for vacation of the subdivision may be approved or denied after the ~~C~~c~~i~~i~~t~~y ~~c~~c~~o~~u~~n~~c~~il has determined the public use and interest to be served by the vacation of the subdivision. If any portion of the land contained in the subdivision was dedicated to the public for public use or benefit, such land, if not deeded to the ~~C~~c~~i~~i~~t~~y, shall be deeded to the ~~C~~c~~i~~i~~t~~y unless the ~~C~~c~~i~~i~~t~~y ~~c~~c~~o~~u~~nc~~il sets forth findings that the public use would not be served in retaining title to those lands.~~~~~~

Title to the vacated property shall vest with the rightful owners shown in the county records. If the vacated land is land that was dedicated

to the public, for public use other than a road or street, and the ~~City~~ ~~Council~~ has found that retaining title to the land is not in the public interest, title thereto shall vest with the person or persons owning the property on each side thereof, as determined by the ~~City~~ ~~Council~~ following a recommendation from the hearing examiner. When the road or street that is to be vacated was contained wholly within the subdivision and is part of the boundary of the subdivision, title to the vacated road or street shall vest with the owner or owners of property contained within the vacated subdivision.

This section shall not be construed as applying to the vacation of any plat of state-granted tide or shore lands.

B. Alteration. If an applicant is interested in the alteration of any subdivision or any portion thereof, except as provided in RCW 58.17.040 (6), that person shall submit an application to the ~~Community-community~~ ~~Development-development~~ ~~Department-department~~ requesting the alteration. The application shall contain the signatures of all persons having an ownership interest in lots, tracts, parcels, sites, or divisions in the subject subdivision or portion to be altered.

If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the application for alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration of the subdivision or portion thereof.

If the alteration to a subdivision is requested prior to final plat approval, a minor alteration may be approved ~~with the consent of by~~ the ~~Community-community~~ ~~Development-development~~ ~~Director-director~~. A major alteration ~~requested prior to final plat approval shall require~~ approval of the ~~H~~hearing ~~E~~examiner after appropriate public notice and holding of a public hearing. The ~~Community-community~~ ~~Development-development~~ ~~Department-department~~ shall have the authority to determine whether the proposed alteration constitutes a minor or major alteration. For purposes of this section, a "major alteration" means the creation of additional lots, the elimination of open space, or changes to conditions of approval on an approved preliminary subdivision, and a "minor alteration" means (a) modifications to engineering design, unless the proposed design alters or eliminates features specifically required as a condition of preliminary subdivision approval, (b) a modification to lot dimensions, provided that such modified dimensions conform to city code, or (c) a

reduction in the number of lots to be created, provided that the reduction otherwise conforms to the provisions of city code. If the alteration to a subdivision is requested after final plat approval, but prior to filing the final plat with King County, a plat alteration may be approved with consent of the ~~City Council~~. Upon receipt of an application for alteration, the ~~Community Development Department~~ shall provide notice of the application to all owners of property within the subdivision, and as was required by the subdivision application. The notice shall establish a date for a public meeting.

If the alteration to a subdivision is requested after filing the final plat with King County, a minor plat alteration may be approved with consent of the ~~City Council~~. If the ~~Community Development Department~~ determines that the proposed alteration is a major alteration, then the ~~Department~~ may require replatting pursuant to this title. Upon receipt of an application for alteration, the ~~community development Department~~ shall provide notice of the application to all owners of property within the subdivision, and as was required by the subdivision application.

~~The notice shall establish a date for the public meeting~~

The ~~City~~ shall determine the public use and interest in the proposed alteration and may deny or approve the application for alteration. If any land within the alteration is part of an assessment district, any outstanding assessments shall be equitably divided and levied against the remaining lots, parcels, or tracts ~~be levied equitably on the lots resulting from the alteration.~~ If any land within the alteration contains a dedication to the general use of persons residing within the subdivision, such land may be altered and divided equitably between properties.

After approval of the alteration, the ~~City~~ shall order the applicant to produce a revised drawing of the approved alteration of the subdivision. The final plat shall accurately reflect the approved alteration and shall be filed with the County Auditor to become the lawful plat of the property, after receiving final plat approval.

This section shall not be construed as applying to the alteration or replatting of any plat of state-granted tide or shore lands.

Section 24. Black Diamond Municipal Code Section 17.32.010 is hereby amended to read as follows:

**17.32.010 Applicability.**

Ordinance No. 10-941

Page 29 of 43

A. Any short subdivision shall comply with the provisions of this chapter.

B. Exemptions. The provisions of this section are not applicable to the following:

1. Cemeteries and other burial lots which are used for that purpose;

2. Divisions made by testamentary provisions or the laws of descent ~~and;~~

~~3. Lots which are acquired by the same developer as part of the same development scheme but legal title is obtained at different times to the lots; provided, that such development is subject to a binding site plan pursuant to the zoning code;~~

~~34.~~ A division for the purpose of leasing land for facilities providing personal wireless services while used for that purpose. "Personal wireless services" means any federally licensed personal wireless service. "Facilities" means unstaffed facilities that are used for the transmission or reception, or both, of wireless communication services, including, but not necessarily limited to, antenna arrays, transmission cables, equipment shelters, and support structures.

C. Further Divisions. Land within a short subdivision shall not be further divided in any manner for a period of five years from the date the approved short plat is recorded with the auditor without complying with the subdivision requirements of the code, except that when a short subdivision contains fewer than six lots, nothing in this section shall prevent the owner from filing an alteration within the five-year period to create up to a total of six lots within the original short subdivision boundaries. This requirement shall be stated on the face of the short plat.

D. Contiguous parcels that have one or more common owners, one or more persons who have an interest in the entity that owns or has an ownership interest in contiguous parcels, or a developer who intends to develop contiguous properties, must comply with the subdivision requirements of this title if the total number or resultant lots will exceed ~~six~~four in number. The short subdivision code may not be used as a mechanism to avoid the requirements of the subdivision code where there are adjacent parcels under common ownership, as described herein, that, but for the property boundaries, would be required to comply with the subdivision requirements.

Section 25. Black Diamond Municipal Code Section 17.32.020 is hereby amended to read as follows:

**17.32.020 Filing procedure and fee.**

A. ~~One mylar original tracing and four Pprints~~ of a proposed short plat ~~subdivision~~ shall be filed with the city. A short ~~subdivision~~plat shall meet the following standards:

1. Drawn in ink to a scale of not smaller than one inch represents one hundred feet on ~~mylar~~, sheet size of ~~eight and one-half inches by fourteen inches or~~ eighteen inches by twenty-four inches;

2. The ~~short subdivision~~plat shall show the boundary and dimensions of the "original tract," including its bearings and length of all boundary lines, assessor's parcel number, section, township and range, and all adjoining public or private roads and identifying names of such;

3. A vicinity map drawn to a scale of four inches represents one mile of sufficient detail to orient the location of the original tract;

4. Name and address of the owner of record of the "original tract," scale of the drawing, and north directional arrow;

5. The tract(s) of land proposed to be sold or leased, each tract of which is identified by numerical designation, dimensions and bearing of each lot boundary line;

6. Width and location of access to all short-~~subdivided~~platted lots proposed;

7. Space on a second-~~mylar~~ sheet shall be reserved for comments and appropriate signatures;

8. The form of the ~~short subdivision~~plat shall be as required by the Survey Recording Act, Chapter 50, Washington Laws of 1973, or as amended;

9. Location of all public and/or private utility service lines, including underground telephone service lines;

10. If the proposed short ~~subdivision~~plat is part of an approved MPD, the proposed short plat drawing shall show road, trail, utility, and other connections to adjacent MPD properties, as well as adjacent approved MPD land uses; ~~and~~

11. All environmentally sensitive areas and their buffers.

~~B. If the proposed short plat is located in an approved MPD, typical schematic drawings (floor plans, elevations, and exterior material samples) for the single-family residences and other structures to be built on the subdivided lots.~~

~~BC.~~ If the proposed ~~short~~ subdivision is located in an approved MPD, a copy of the signed and recorded MPD development agreement ~~shall be filed with the city.~~

~~CD.~~ A nonrefundable short ~~subdivision~~plat fee in the amount specified by the city fee ~~scheduleresolution~~ shall be filed with the city.

Section 26. Black Diamond Municipal Code Section 17.32.030 is hereby amended to read as follows:



**17.32.030 Application of environmental analysis and impact statement.**

~~A. All actions by the city in approving a short subdivision plat shall be exempt from any SEPA environmental analysis or environmental impact statement as provided in WAC 197-11-800(6)(a) unless the city SEPA Responsible Official administrator determines that the short subdivision is located wholly or partially within an "environmentally sensitive area" as defined by Black Diamond Municipal Code Chapter 19.102.~~

~~B. If the short subdivision is located wholly or partially within an "environmentally sensitive area," the environmental review procedures stated in this chapter shall be followed.~~

Section 27. Black Diamond Municipal Code Section 17.32.040 is hereby amended to read as follows:

**17.32.040 Survey.**

A. Surveys shall be required for all ~~short plats and~~ short subdivisions.

B. All surveys shall be accomplished as required by the Survey Recording Act (Chapter 50, Washington Laws of 1973), and shall be monumented as stated in this chapter.

Section 28. Black Diamond Municipal Code Section 17.32.050 is hereby amended to read as follows:

**17.32.050 Review and summary approval.**

~~A. Completeness Check and SEPA. Community development department~~ city staff shall review the short subdivision plat application for completeness within twenty-eight days of its receipt. If the application is determined to not be complete, city staff shall identify in its decision the items required to make the application complete. Once the application has been determined to be complete, city staff will issue a formal notice of application which shall allow at least fourteen days for public comment regarding the application. ~~Whenever the city receives an application for the approval of a short subdivision that is located adjacent to the right-of-way of a state highway (SR-169), the Community Development Director shall give written notice of the application, including a legal description of the short subdivision and a location map to the Washington State Department of Transportation.~~

~~Following the public comment period, staff will then initiate the SEPA process, if warranted, pursuant to Chapter 19.04 of the Black Diamond Municipal Code.~~

B. At the time of issuing the notice of application, ~~the city planner or community development director~~ shall submit the proposed short subdivision plat to all city department heads, including, but not limited to,

~~the public works director~~city engineer, the city utilities superintendent, the city police chief, the city SEPA responsible official and the city fire ~~marshal~~chief for staff review. The following review criteria shall apply:

1. The ~~city engineer~~public works director shall review the proposed short ~~subdivision~~plat for engineering adequacy of the proposed street system, sewage disposal system, storm drainage system and water supply system, and shall review the same for compliance with all city standards, including, but not limited to, those set forth in the city's development standards ordinance. Minimum improvement standards shall include the following:

a. Public streets, curbs, storm sewers, sidewalks ~~(and other planning features that assure safe walking conditions for students who walk to and from school)~~ and streetlights shall be designed and constructed in accordance with the standards of the city and to the approval of the city ~~public works director~~engineer;

b. The water distribution system, including fire hydrants and service lines, shall be designed and constructed in accordance with the standards of the city and to the approval of the ~~public works director~~city engineer;

c. The sanitary sewer system shall be constructed in accordance with the standards of the city and to the approval of the ~~public works director~~city engineer;

d. Permanent survey monuments shall be erected and lot corners set according to the standards of the city and under the approval of the ~~city~~public works director~~engineer~~; and;

e. The ~~city engineer~~public works director shall also review the proposed short plat to ensure that all requirements as may be necessary to minimize flood damage are met;

2. The city utilities superintendent shall review the proposed short ~~subdivision~~ plat for adequacy of the proposed water, sewer and utility system.

~~3.~~ The city fire chief shall review the proposed short ~~subdivision~~plat for adequacy of water supply and access for fire protection purposes; and;

~~34.~~ The city police chief shall review the proposed short plat for the adequacy of access for police protection purposes.

~~45.~~ The city SEPA responsible official ~~natural resources director~~ shall review the proposed short ~~subdivision~~plat for environmental impacts.

C. Department Review. Each department head shall, within fourteen days after receipt, complete his or her review of the proposed ~~short~~ subdivision and transmit written comments and recommendations to the ~~city planner~~community development director. The items noted in subsections (B)(1) through (B)(~~435~~) of this section shall be considered as criteria for which a short ~~subdivision~~plat may be denied. City standards in place at the time of ~~submittal of~~ a complete application shall be applied

during the review process.

~~D. Hearing Examiner Review. Short plats within an approved MPD shall be reviewed by the hearing examiner for compliance with the MPD design standards, Chapter 18.98 of the Black Diamond Municipal Code, and the approved development agreement for the MPD. This review shall include, but not be limited to, typical schematic drawings (floor plans, elevations, and exterior material samples) for the single-family residences and other structures to be built on the subdivided lots. This review shall take place at a public hearing in accordance with Chapter 2.30 of the Black Diamond Municipal Code. The city shall provide public notice of the hearing at least fourteen calendar days prior to the scheduled hearing, by publishing a notice in the city's newspaper of record, and posting the site in at least three locations visible from an adjacent public street or right-of-way. Mailed notice to individual adjacent property owners is not required. The hearing examiner shall make a decision on the short plat's compliance with the MPD design standards, including, but not limited to, the compliance of the proposed lot layout and design of the proposed residential structures. The hearing examiner shall adopt findings, conclusions and, where applicable, conditions of approval. This decision shall be final unless appealed to the city council within twenty-one days of the city's issuance of a notice of decision.~~

~~DE. Summary Approval Notice of Preliminary Decision by Community Development Director. The city planner/community development director shall review comments from city staff and coordinate and transmit final determinations to the applicant. The city/community development director shall complete his/her/his review and issue either preliminary approval or disapproval of the proposed short subdivision plat within one hundred twenty days after the short subdivision plat is determined to be complete by the city, unless an environmental impact statement is required. Except for the fiscal analysis requirements, the approval/decision criteria set forth in Chapter 17.15 of this title shall apply to short subdivision plat applications.~~

Section 29. A new section 17.32.055 is hereby added to the Black Diamond Municipal Code to read as follows:

#### **17.32.055 Appeal Procedures**

Within fourteen calendar days following the notice of decision issued for a proposed short subdivision issued pursuant to Section 17.32.050, the ~~developer or applicant~~ may appeal the decision to the ~~city council~~hearing examiner. The appeal shall be accomplished by filing of a written request with the city clerk for a hearing. The notice of appeal shall briefly specify the issues of the appeal. Decisions not timely appealed ~~are deemed shall be~~ final and conclusive.

Section 30. Black Diamond Municipal Code Section 17.32.060 is hereby amended to read as follows:

**17.32.060 Expiration of short ~~subdivisionplat~~ approval.**

The preliminary approval given to a short ~~subdivisionplat~~ shall expire within five years following approval, and no extensions shall be granted.

Section 31. Black Diamond Municipal Code Section 17.32.070 is hereby amended to read as follows:

**17.32.070 Final approval and improvement construction.**

A. The short ~~subdivisionplat~~ shall receive final approval within thirty working days after all required improvements have been constructed, as-builts provided, and the construction approved by the ~~city-engineer~~ public works director, or at the applicant's request and at the city's sole discretion, the applicant may be permitted to financially guarantee installation of the same pursuant to subsection B of this section. Provided that aAny short subdivision approved by the community development director as a Ppaper Pplat need not construct required improvements or provide financial guarantees prior to receiving final approval. The community development director may establish standards and procedures for approval of a Ppaper Pplat.

B. Completion and Maintenance Bonds. In lieu of the completion of the actual construction of required public improvements prior to approval of a short ~~subdivisionplat~~, the city may accept a bond, in a form approved by the city attorney, or other secure method, in an amount equal to one hundred fifty percent of the ~~public works director~~city-engineer's estimate of the cost of public improvements guaranteeing the actual construction and installation of such public improvements within one year of final short ~~subdivisionplat~~ approval; provided, the city council has not determined that the completion of all required water system, sanitary sewer system, and storm sewer system improvements, and all street improvements other than the final overlay, is necessary to protect the public health, safety and welfare and thus those improvements cannot be bonded in lieu of completion before final approval. In addition, before final short ~~subdivisionplat~~ approval is granted, the applicant/property owner shall file a maintenance bond, or other secure method approved by the city, in an amount equal to twenty-five percent of the ~~city-engineer's~~public works director's estimate of the cost of improvements for a period lasting through the period two years after final acceptance of the improvements. The city shall withhold approval of the final short ~~subdivisionplat~~ until the completion bond (if accepted by the city) and maintenance bond are filed. The city may enforce such bonds according to their terms, pursuant to any and all legal and equitable remedies. In addition, any completion or

maintenance bond filed pursuant to this subsection shall be subject to enforcement in the following manner:

1. In the event the bonded public improvements are not completed as required, or maintenance is not performed satisfactorily, the city shall notify the property owner and the bonding company in writing which shall set forth the specific defects which must be remedied or repaired and shall state a specific time by which such shall be completed.

2. In the event repairs or maintenance are not completed as specified in the notice referred to in subsection (B)(1) of this section by the specified time, the city may, but shall not be obligated to, proceed to repair the defect or perform the maintenance by either: (a) force account, using city forces, or (b) by private contractor. To the extent that additional funds remain from the performance bond proceeds after the city has completed the work, these funds shall not be returned to the applicant/property owner until all work has been completed and accepted by the city. In the event the city is required to bring suit to enforce maintenance or completion bonds, or to collect the cost of repairs or maintenance, the applicant/property owner and bonding company shall be responsible for any costs and attorney's fees incurred by the city as a result of the action.

C. No Permits to be Issued. In the event that the city allows the applicant to file the performance bond instead of completing some or all of the required improvements prior to final approval of the short subdivision~~plat~~, no building permits shall be issued for development within the short subdivision until all required improvements have been completed to city standards and accepted by the city.

D. Improvement Construction. Construction of short subdivision improvements prior to final short subdivision~~plat~~ approval or subsequent to final short subdivision~~plat~~ approval as a condition to meeting bond requirements shall proceed as follows:

1. ~~Five sets of~~ Complete construction drawings and specifications shall be submitted to the ~~city engineer~~public works director for approval prior to the commencement of construction. The submitted drawings and specifications shall be designed and certified by a ~~registered professional~~ civil engineer. Construction drawings shall be in conformance with the conditions, if any, of preliminary plat approval and applicable city standards.

2. Construction of improvements shall not be initiated without authorization of the ~~public works director~~city engineer. The ~~city engineer~~public works director shall authorize the applicant/property owner to proceed with construction after approval of the construction drawings and specifications. The ~~city engineer~~public works director may grant approval on condition additions or changes ~~are~~ made in the drawings or specifications, or on the inclusion or implementation of mitigating measures necessary to minimize the impact of the short subdivision or



short subdivision construction on the environment. Conditions required to minimize environmental impacts shall conform with the requirements of the city's current SEPA ordinance.

3. Any changes to the construction drawings or specifications involving the design of the short subdivision improvements shall first be reviewed and approved by the ~~city engineer~~public works director.

4. Construction of the short subdivisionplat improvements shall proceed as shown in the construction drawings and specifications. Construction shall proceed under the supervision of a registered professional civil engineer. The ~~city engineer~~public works director shall ensure that ~~inspect~~ construction is inspected progress on a daily basis to review compliance with construction plans and required standards. All costs of inspections by the ~~city engineer~~public works director shall be borne by the applicant/property owner. ~~and~~.

5. After the completion of construction, ~~three sets of~~ "as-built" drawings showing the short subdivisionplat improvement as constructed shall be certified as true and complete by a registered civil engineer and one shall be reproducible mylar. The certified "as-built" drawings shall be submitted to the city prior to final short subdivisionplat approval and/or acceptance of the short subdivisionplat improvements by the city.

E. Notice of Decision. Within ten days of final city action on the short subdivisionplat, the city shall provide a mailed notice of decision to the applicant, to all parties of record, and to all parties requesting such notice in writing.

Section 32. Black Diamond Municipal Code Section 17.32.090 is hereby amended to read as follows:

**17.32.090 Public utility service.**

No public utility service ~~shall~~will be provided to any buildings or improvements constructed within a short subdivisionplat until the construction of all required improvements has been completed and approved by the public works director~~city engineer~~. ~~These public utility services shall include water supply, and sanitary sewer service.~~

Section 33. Black Diamond Municipal Code Section 17.32.100 is hereby amended to read as follows:

**17.32.100 Filing**~~Notice.~~

A. ~~Prior to the sale, lease or contract to sell of any lot, parcel or tract within a short subdivision, a copy of the approved short plat shall be given to the prospective purchaser or lessee by the owner, owner's agent, or any person, firm or corporation who closes or escrows the transaction. Fees and Filing Procedure. No short subdivision shall be filed for recording unless~~

approved by the community development director and the public works director. The original drawings of the approved short subdivision along with the applicable fees shall be filed for record with the King County recorder's office and shall not be deemed approved until filed. One reproducible copy shall be furnished to the public works director. One paper copy each shall be filed with the county assessor, the city community development department, and the city public works department. No permits shall be issued until these copies have been received.

If a short subdivision has not been submitted for recording within sixty (60) days after approval by the community development director, the short subdivision shall expire and become null and void. To reactivate the expired short subdivision, the short subdivision shall be resubmitted as a preliminary short subdivision application and processed accordingly. Upon written request of the subdivider, the community development director may grant one (1) extension of not more than six (6) months. Such request must be received by the community development department no later than thirty (30) calendar days prior to the sixty (60) day deadline for recording submittal.

Section 34. Section 17.32.110 of the Black Diamond Municipal Code is hereby repealed.

Section 35. Black Diamond Municipal Code Subsection 17.34.020(A) is hereby amended to read as follows:

A. ~~At least one~~ One original 18-inch by 24-inch drawing, ~~eight copies,~~ copies as specified by the community development director, and one eight-and-one-half-inch by 11-inch copy containing the following information:

1. The location and size of all proposed lots, tracts, and buildings;
2. Proposed and existing structures, including elevations and floor plans as known (plans which show building envelopes rather than footprints must include post-construction treatment of unoccupied areas of the building envelopes);
3. All proposed or existing uses;
4. The location of proposed or existing open space, including any required landscaped areas;
5. The location and identification of critical areas;
6. The layout of an internal vehicular and pedestrian circulation system, including proposed ingress and egress for vehicles;
7. The number and location of proposed or existing parking spaces on and off the site;

8. A drainage plan which will accommodate the maximum proposed square footage of impervious surface, including the maximum proposed square footage of impervious surface exposed to vehicular use, subject to the requirements of the city's storm water drainage design standards;

9. The location and size of utility trunk lines serving the site;

10. The location and size of water bodies and drainage features, both natural and manmade;

11. A grading plan showing proposed clearing and tree retention and the existing and proposed topography, detailed to two-foot contours, unless smaller contour intervals are otherwise required by the city code ~~or rules and regulations promulgated thereunder;~~

12. A layout of sewers and the proposed water distribution system;

13. Proposed easements and access;

14. Proposed signage;

15. If the proposed binding site plan is part of an approved master planned development (MPD), the proposed binding site plan shall show road, trail, utility, and other connections to adjacent MPD properties, as well as adjacent approved MPD land uses; ~~and~~

16. If the proposed binding site plan is part of an approved MPD, a copy of the signed and recorded MPD development agreement; ~~and-~~

17. Depiction of easements, deed restrictions and other encumbrances referred to in sections D and G below.

Section 36. Black Diamond Municipal Code Subsection 17.34.060(A) is hereby amended to read as follows:

A. After a binding site plan application has received approval from the director, the applicant shall have ~~sixtyone hundred eighty (6180)~~ sixty (60) days to present to the city a final binding site plan in accordance with this section.

Section 37. Black Diamond Municipal Code Section 17.36.030 is hereby amended to read as follows:

**17.36.030 Adjustment request contents.**

The written request for lot line adjustment shall be accompanied by and shall contain the following:

A. ~~Prints meeting the following requirements: The appropriate application fee pursuant to city resolution;~~

1. ~~Drawn in ink to a scale of not smaller than one inch represents to one hundred feet on a sheet size of eighteen inches by twenty-four inches;~~

2. ~~The proposed lot line adjustment shall show the boundary and dimensions of the existing parcel including its bearings and length of~~

all boundary lines, assessor's parcel number section, township and range, and all adjoining public or private roads and identifying names of such, and existing structures, along with the proposed adjustment(s);

3. A vicinity map, drawn to a scale of four inches represents one mile, of sufficient detail to orient the location of the original parcel;

4. Name and address of the owner of record of the original parcel and same for all other proposed adjustment parcels, scale of the drawing, and north directional arrow;

5. The proposed Lot Line Adjustment shall identify each parcel of land proposed to be included by numerical designation; dimensions and bearing of each lot boundary line;

6. Width and location of access to all Lot Line Adjustment parcels proposed;

7. If needed, space on a second sheet shall be reserved for comments and appropriate signatures;

8. The form of the Lot Line Adjustment shall be as required by the Survey Recording Act-, Chapter 50, Washington Laws of 1973, or as amended;

9. Location of all public or private utility service lines-, including underground telephone lines;

10. If the proposed Lot Line Adjustment is part of an approved MPD, the proposed lot line adjustment drawing shall show road, trail, utility, and other connections to adjacent MPD properties, as well as adjacent approved MPD land uses; and

11. All environmentally sensitive areas and their buffers;:

~~B. If the proposed Lot Line Adjustment is located in an approved MPD, a copy of the signed and recorded MPD Development Agreement;~~

~~CB. An nonrefundable lot line adjustment application fee in the amount specified by the City fee resolutionschedule;:~~

~~B. A scale drawing of the affected lots, including the dimensions of the lot before and after the proposed lot line adjustment, and a plot plan as appropriate showing the location and dimensions of existing structures in relation to the proposed lot line adjustment upon a form provided by the city;~~

~~C. The names, addresses and signatures of all persons having any ownership interest in or lien upon the affected lots; and~~

~~CD. A title report from a title company authorized to do business in the state of Washington, disclosing all encumbrances against the property and the names of the persons in whom title is vested.~~

Section 38. Black Diamond Municipal Code Section 17.36.040 is hereby amended to read as follows:

**17.36.040 Adjustment request review standard.**

Ordinance No. 10-941

Page 40 of 43

The ~~city administrator~~community development director or his or her designee, the public works director, and the fire marshal shall review the proposed lot line adjustment request in accordance with the following standards:

~~1A.~~ The resulting lots must have dimensions meeting the minimum lot size requirements in effect at the time the request is made for the zone in which each lot is located;

~~2B.~~ Setbacks in effect at the time the request is made must be met as to all structures upon the lots as they relate to the new lot line;

~~3.~~ The shapes of the resulting lots must not be inconsistent with the general lot configuration for other lots in the area, and other existing city codes relating to lot shapes;

~~4C.~~ No lot shall be created which does not have adequate drainage, access to water supply and sanitary sewer disposal, and/or access for vehicles, utilities and fire protection; and

~~5D.~~ The use of the provisions of this chapter are not being used as a mechanism to avoid the requirements intended to protect the public health, safety and welfare that would have otherwise been required if the property were required to comply with the subdivision or short subdivision requirement.

Section 39. Black Diamond Municipal Code Section 17.36.050 is hereby amended to read as follows:

**17.36.050 Approval conditions.**

The following shall be required as conditions of approval of a lot line adjustment request:

A. Payment of all fees owed to the city for its services;

B. A survey and setting of the corners of the new lot(s) by a professional~~licensed~~ land surveyor;

C. Execution of deeds and related documents by the affected landowners and lienholders, on forms provided by the applicant~~city~~ and recorded by the city with King County in order to effectuate the lot line adjustment;

D. A determination of the identity of affected owners by a title report or other documentation satisfactory to the ~~city administrator~~community development director; and

E. Such other conditions as may be reasonably necessary to protect the public health, safety and welfare.

Section 40. Black Diamond Municipal Code Section 17.36.060 is hereby amended to read as follows:

**17.36.060 Approval--Authority--Finalization.**

Ordinance No. 10-941

Page 41 of 43



A. The ~~city administrator~~community development director may approve the lot line adjustment request if it complies with the review criteria. ~~The city administrator may, in his or her discretion, defer to the city council the decision on the lot line adjustment request.~~

B. After approval of any lot line adjustment by the ~~city administrator~~director, the applicant shall have a period of sixty days in which to present to the city the final lot line adjustment on the form required by this chapter, for signature by all appropriate city officials. After the city has returned the duly executed lot line adjustment to the applicant, the applicant shall record the lot line adjustment with the King County ~~recorder's office~~auditor within ~~thirtysixty~~ days. Failure to present the city with a formal lot line adjustment on the required form or to record the executed lot line adjustment with the ~~County recorder's office~~auditor within the time limits set forth herein shall render the lot line adjustment approval null and void. No lot line adjustment shall be deemed complete until such time as it is recorded with the King County ~~recorder's office~~auditor in accordance herewith.

Section 41. Black Diamond Municipal Code Section 17.36.070 is hereby repealed.

Section 42. Black Diamond Municipal Code Section 17.36.080 is hereby amended to read as follows:

**17.36.080 Appeal to hearing examiner.**

Within fourteen calendar days following the decision for a proposed lot line adjustment, the applicant may appeal the decision to the hearing examiner. The appeal shall be accomplished by filing of a written request with the ~~city clerk~~community development director for a hearing. The notice of appeal shall briefly specify the issues of the appeal. Decisions not timely appealed are deemed final and conclusive.

Section 43. Severability. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 44. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

| Introduced on the \_\_\_\_ day of \_\_\_\_\_, ~~2009~~2010

| Passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, ~~2009~~2010.

| \_\_\_\_\_  
Mayor ~~Howard Botts~~Rebecca Olness,

ATTEST:

\_\_\_\_\_  
Brenda Martinez, City Clerk

APPROVED AS TO FORM:

| \_\_\_\_\_  
~~Loren D. Combs~~Michael Kenyon, City Attorney

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_