



**CITY OF BLACK DIAMOND**  
**June 16, 2011 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:**

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS**

**Presentation** – Megan Sheridan

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

- |   |                 |
|---|-----------------|
| 1) <b>AB11- 035</b> – Resolution Authorizing Amendment #1 to King County Contract for I-Net Services                      | Chief Kiblinger |
| 2) <b>AB11-036</b> – Resolution Authorizing Interlocal Agreement for South End ARCH, A Regional Coalition for Housing     | Mayor Olness    |
| 3) <b>AB11-037</b> – Resolution Adopting 2012-2017 Six-Year Transportation Improvement Program                            | Mr. Boettcher   |
| 4) <b>AB11-038</b> – Resolution Awarding Small Works Overlay Contract to Watson Asphalt Co., Inc.                         | Mr. Boettcher   |
| 5) <b>AB11-039</b> – Resolution Authorizing Interlocal Agreement with Fish and Wildlife for Boat Launch Improvements      | Mr. Boettcher   |
| 6) <b>AB11-040</b> – Resolution Authorizing the Purchase of a Topcon GRS-1 GPS System                                     | Mr. Williamson  |
| 7) <b>AB11-041</b> – Ordinance Repealing and Re-enacting Chapter 19.30 Relating to Preservation of Trees                  | Mr. Nix         |
| 8) <b>AB11-042</b> – Resolution Authorizing Special Event Permit for Lake Sawyer Community Club Fourth of July Activities | Mr. Pilcher     |

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

- 9) **Claim Checks** – June 16, 2011, No. 37056 through No. 37104 in the amount of \$101,131.98
- 10) **Payroll Checks** – May 31, 2011 No. 17437 through No. 17458 and ACH Payment for a total amount of \$278,675.36

**11) Minutes** –Workstudy Notes of May 26, 2011, Special Council Meeting of May 31, 2011 and Regular Council Meeting of June 2, 2011

**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>Resolution No. 11-753, authorizing the Mayor to execute Amendment #1 to the Interlocal Agreement between King County and the City for Institutional Network Services through 12/31/2013</b> Cost Impact: \$375.00 per month Fund Source: General Fund Timeline:	<b>Agenda Date: June 16<sup>th</sup>, 2011</b>		<b>AB11-035</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney - Chris Bacha		
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger	X	X
Court – Stephanie Metcalf			
<b>Attachments: Resolution No. 11-753, Amendment #1</b>			
<b>SUMMARY STATEMENT:</b>  The Interlocal agreement for I-Net with King County was passed by Council in December of 2008. This amendment extends the contract through 2013 with no cost increase.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 11-753, authorizing the Mayor to execute Amendment #1 to the Interlocal Agreement between King County and the City of Black Diamond for Institutional Network Services through December 31, 2013.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 16, 2011			

**RESOLUTION NO. 11-753**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #1 TO CONTRACT NO. 01COBD09 WITH KING COUNTY FOR CONTINUED INSTITUTIONAL NETWORK SERVICES (I-NET) THROUGH 2013.**

**WHEREAS**, the County offers I-Net services to the City of Black Diamond as well as other governmental agencies; and

**WHEREAS**, the City would like to continue to receive I-Net services; and

**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 Amendment #1 to Contract No. 01COBD09 for continued Institutional Network Services and Limited Basic Service between King County and the City of Black Diamond, 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 16TH DAY OF JUNE, 2011.**

CITY OF BLACK DIAMOND:

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

Attest:

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

Amendment No. 1  
to the Contract No. 01COBD09  
between King County, Washington and City of Black Diamond,  
For Institutional Network Services

This Amendment #1 ("Amendment") to the Institutional Network Services Agreement is between King County, Washington (hereinafter "County"), whose principal office is located at 401 5<sup>th</sup> Avenue, 6<sup>th</sup> Floor, Seattle, WA 98104 and City of Black Diamond, with its principal place of business at 25510 Lawson, Black Diamond WA 98010 (hereinafter "Customer"), collectively the "Parties".

**WHEREAS**, County and Customer desire to modify the underlying Agreement to:

**NOW, THEREFORE**, in consideration of the foregoing recital and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing as follows:

1. **DELETE** "5. Term of Contract" in its entirety and **REPLACE** with:

**5. Term of Contract**

"This Contract is effective upon execution of Amendment No. 1 by both Parties, and Shall remain in effect until December 31, 2014. Thereafter, this Contract may be renewed upon execution of an amendment that may include a revised Attachment A, Attachment E and Attachment G for three (3) additional three (3) year terms, subject to the terms and conditions of applicable franchise agreements as amended or the lease agreement, as amended, or as set forth in the termination provisions herein."

2. **ADD** the following new Attachment A:

"Attachment A - 01/01/12 thru 12/31/2014, Revised 5/25/2011".

3. **DELETE** Attachment E – Key Persons in its entirety and **REPLACE** with the following:  
"Attachment E – Key Persons, Amendment 1, Revised 5/25/2011".

4. **DELETE** Attachment G - Service Offerings List through 12/31/2010 in its entirety and **REPLACE** with the following "Attachment G – Service Offerings List through 12/31/2013".  
(Note: The County has added new service offerings.)

5. **NO OTHER AMENDMENTS.** Except as provided herein, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS, THEREOF, the Parties have executed this Amendment No. 1.

KING COUNTY	CITY OF BLACK DIAMOND
x	x
King County Executive	Title:
Print Name:	Print Name:
Date:	Date:

**Attachment A- 01/01/12 thru 12/31/2014 - Amendment No. 1 – Revised 5/25/11**  
**Site Locations Covered by this Contract**

All Site and contact data will be kept in a database maintained by I-Net Operations. Customer agencies Shall report changes in contact personnel or location data to the I-Net Operations Center. The table below Site ID (number), name, address, city, contact, Hub, Demarcation Point, equipment owner, package, tier and cost for each Site covered under this Contract. See Attachment G for details of the service offerings identified on the following page.

CITY OF BLACK DIAMOND			Contract No. 01COBD09
Provision Fees *	Per Site	\$1,400	
Additional Site Provisioning Cost(s) (if needed)	Per Site	\$320	
Site Visit Required	\$ 150 per hour		
Additional Services – No Site Visit Required	\$ 150 per hour	Per hour	
Service Provisioning	\$ 150 per hour	Per hour	
<b>Total Non-Recurring Charges</b>			
I-Net reserves the right to use spare I-Net fiber that runs to customer sites for future I-Net uses.			

**\* Provision Fees include \$1,000 for Hardware and \$400 for Provisioning Services**

**SERVICE OFFERING ABBREVIATIONS**

See Attachment G for descriptions of the service offerings below:

Basic Service	B1	Limited Basic Services	L1
Bandwidth Only Service (King County)	BOSKC	Local Ethernet	LE
Regional Video Conferencing Service	RVCN	Transparent LAN Service	TLS
8X5 Support	24x7	KC/IGN	IGN
T1	T1	Additional Internet Bandwidth	AIB
Professional Support Services	PSS	Additional IP Addresses	AIP
Other Services	OS	I-Net High Speed /GigE	IHS/G
		I-Net Internet Service	IIS

Site ID	Site Name	Hub Name	Street/City	Site Access Contact	Demarcation Point Equipment	Equipment Owner	Specify Service Offering	Specify Tier 1 or Tier 2	Monthly Cost
2005	City of Black Diamond	25510 Lawson, Black Diamond, WA	Cedar Downs	Debbie McGraw	Switch Room	King County	L1	N/A	\$375
							Technical Support	24X7, 365	Included in pricing
Monthly Total									\$375

## Attachment E - Key Persons - Amendment No. 1 – Revised 5/25/2011

The Customer's Primary Contact and the Backup Contact listed below Shall have authority, on behalf of the Customer to request and approve all network Connections to other I-Net agencies or external agencies and to add, delete or modify services and Sites, including both cost and no-cost changes.

The Customer's Backup Contact is granted complete authority in the absence of the Primary Contact. All change requests must come from and be signed by either the Primary Contact or the Backup Contact listed below, and no changes can be made to the Customer's Circuit configuration without a prior written request approval. The Customer Shall provide updated written information to the County within five (5) business days should this contact change.

The Customer's Technical Contact will be the lead on all technical and troubleshooting issues regarding I-Net transport services. The Customer Shall provide updated information to the County within five (5) business days should this contact change.

The Customer's Site Access Contact will provide physical access to the I-Net equipment at an individual Site. The contact is listed in *Attachment A-Site locations covered by this Contract*.

The Customer Shall provide updated information to the County within five (5) business days should this contact information change. Contact information updates, will not require an amendment.

COUNTY	CITY OF BLACK DIAMOND
I-Net Management Contact: Darryl Hunt, Manager, KCIT Customer Services 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-7890 E-mail: <a href="mailto:darryl.hunt@kingcounty.gov">darryl.hunt@kingcounty.gov</a>	Primary Contact Name: Chief Jamey Kiblinger 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (253) 631-1012 E-mail: <a href="mailto:jkiblinger@police.ci.blackdiamond.wa.us">jkiblinger@police.ci.blackdiamond.wa.us</a>
I-Net Technical Contact: Fred Grannan, Manager, KC Communications 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-7935 E-mail: <a href="mailto:fred.grannan@kingcounty.gov">fred.grannan@kingcounty.gov</a>	Back up Contact Name: Chief Jamey Kiblinger 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (253) 631-1012 E-mail: <a href="mailto:jkiblinger@police.ci.blackdiamond.wa.us">jkiblinger@police.ci.blackdiamond.wa.us</a>
Invoicing/Payments: Junko Keesecker, Business and Finance Officer 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-263-7897 E-mail: <a href="mailto:junko.keesecker@kingcounty.gov">junko.keesecker@kingcounty.gov</a>	Technical Contact Name: Chip Hanson, IT Mgr 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (360) 886-2560 E-mail: <a href="mailto:chanson@ci.blackdiamond.wa.us">chanson@ci.blackdiamond.wa.us</a>
Contracts/Amendments: Marilyn Pritchard, Sr. IT Contracts Specialist 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-263-7961 E-mail: <a href="mailto:Marilyn.pritchard@kingcounty.gov">Marilyn.pritchard@kingcounty.gov</a>	Site Access Contact Name: Debbie McGraw 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (253)631-1012 E-mail: <a href="mailto:dmcgraw@cityofblackdiamond.com">dmcgraw@cityofblackdiamond.com</a>

## Attachment G - Service Offerings List through 12/31/2013

### Amendment No. 1 – Revised 5/25/2011

The following abbreviations have been assigned to the service offerings to represent the offerings below:

#### SERVICE OFFERING ABBREVIATIONS

See Attachment G & Attachment H for descriptions of the service offerings below:

Basic Service	B1	Limited Basic Services	L1
Bandwidth Only Service (King County)	BOSKC	Local Ethernet	LE
Regional Video Conferencing Service	RVCN	Transparent LAN Service	TLS
8X5 Support	24x7	KC/IGN	IGN
T1	T1	Additional Internet Bandwidth	AIB
Professional Support Services	PSS	Additional IP Addresses	AIP
Other Services	OS	I-Net High Speed /GigE	IHS/G
		I-Net Internet Service	IIS

#### **1-A. Basic Service (B1):**

The Basic Service (B1) provides 6Mbps with surge to 20Mbps Transparent LAN Service (TLS) connection that bridges a Customer's Ethernet LANs. The service also includes two T-1 circuits capable of interconnecting two PBX's, two routers and/or video conferencing equipment equipped with a T-1 interface card and 16 IP addresses. It also includes a 1.5Mbps with surge to 20Mbps connection to the Internet Network Access Point (INAP) and 1.5Mbps with 8Mbps surge connectivity to the Internet.

#### **2-A. Limited Basic Service (L1):**

The Limited Basic Service (L1) provides a 1.5 Mbps connection served from an Ethernet port and eight IP addresses. A one year contract term is available for this service, and no additional options can be added without upgrading to "Basic" services.

#### **3-A. I-Net Bandwidth Only Service (BOSKC):**

The Bandwidth Only Service (BOSKC) provides a Transparent LAN Service (TLS), or Asynchronous Transfer Mode (ATM) technology. Bandwidth levels available for purchase are; 15, 30, 50 and 100Mbps. An option to purchase a separate maintenance service is available. The monthly maintenance charge is calculated based on the number of Customer sites, and a desired service hour duration.

#### **4-A. Local Ethernet Service (LE):**

This is a local area network (LAN) extension service. A Customer's sites must use the same (local) I-Net service hub. Sites are served based on the availability of spare fiber optic cable. There must be an Ethernet switch installed in the service hub for which the Customer pays a provisioning fee. Bandwidth use is not metered. Local Ethernet service is offered at 100 Mbps and 1 Gbps.

All fiber optic site cable runs back to an I-Net Hub. All local Ethernet fiber usage is based on fiber availability.

Customer must purchase either I-Net Basic Service for at least one site to be eligible for Local Ethernet Service to the other sites fed out of that same

The County ensures that Ethernet frames are being forwarded without error. If a service engineer is dispatched to solve an incident and the incident is determined to be that of the Customer, a service call charge will be invoiced.

#### **5-A. Regional Video Conference Network Services (RVCN):**

I-Net currently offers a Regional Video Conference Network Services (, typically through a deployment of Marconi "Virtual Presence" (ViPr) equipment. This is high quality video and audio communications currently offered over a secure private fiber network. The service includes network transport (ATM) and gateway service permitting conferencing with video terminals on other networks via IP, using SIP and



H.323 protocols, or Integrated Services Digital Network (ISDN), using H.320 protocol. Conferences supporting up to 100 simultaneous terminals are possible with this service.

The Customer is required to purchase their videoconferencing terminal. The preferred and only officially supported terminals for this service are Ericsson ViPr. A range of conferencing units are available from individual desktop systems to larger group conferencing systems.

**Video Hardware Maintenance:** Agencies of King County may purchase hardware maintenance at cost for specific models of video terminals.

**6-A. Transparent LAN Service (TLS):**

This is a LAN extension service. It provides wide area connectivity. Unlike Local Ethernet Service, TLS uses reserved fiber and is available to establish connections spanning the entire I-Net service area, if needed. TLS is typically delivered as Ethernet over a 10/100BaseT connection. However, it may be delivered using either a fiber optic pair running Ethernet or ATM, depending on other requirements of the Customer. The speed is adjustable from 15 Mbps to 100 Mbps. This is a bridged LAN connection that conforms to RFC 1483, also known as Multi-protocol Encapsulation over ATM Adaptation Layer 5.

**7-A. Additional Internet Bandwidth (AIB):**

I-Net offers additional Internet bandwidth upon Customer's request increments of 1.5 Mbps. Separate monthly charge applies.

**8-A 8X5, Regular business hours support service:**

Support is provided Monday through Friday during regular daytime hours except on legal holidays. The targeted initial response time will be 30 minutes. Problem resolution begins no more than two (2) hours after the initial report. Work on problems will continue within these regular business hours. It will only continue beyond these hours if escalated by the Customer and with approval of I-Net service management. 8X5, Regular business hours support service is included with video conferencing service and not available for any of I-Net's other services.

**8-B 24X7, Regular business hours support service:**

Support is provided 24 hours a day, 7 days a week, every day of the year. The targeted initial response time will be 30 minutes. Problem resolution begins no more than two (2) hours after the initial report. Problem resolution work will continue until resolved. 24X7, Regular business hours support service is included with I-Net's Basic and Limited Basic services; optional with Bandwidth only and local Ethernet services; and not available for video conferencing services.

**9-A KC/IGN Connection:**

The KC/IGN is the common data network used to connect to state agencies, counties, and cities with known end points, managed gateways, and applications. I-Net provides network transport to gain access to this network. Municipalities, public health agencies, and law enforcement agencies are able to access applications and share data with other state and local government agencies statewide. Customers connecting to the IGN must adhere to security guidelines published by Washington State Department of Information Systems (DIS) that pertain to this network. This service is bundled with both I-Net Basic and Limited Basic Services. The existing KC/IGN is maintained by King County Network Services and is connected to the Washington State Department of Information Systems (DIS) state-wide Inter-Governmental Network (IGN).

**10-A Additional T1 Connection:**

A dedicated connection supporting legacy data and voice applications at a fixed rate of 1.544 Mbps. This offering is usually for multiple-site agencies that have legacy T1 line ports between their facilities used to serve voice applications such as PBXs. T1 line ports can also be provided that connect between two participating agencies. Fractional T1 service is also available where individual channels may be directed to different sites. The interface is an RJ-48X connector from the I-Net edge equipment.

**11-A. Additional IP Addresses Option (AIP):**

Customers have the option of purchasing additional blocks of non-portable IP addresses from King County's Class B address space 146.129.x.x. The blocks come in quantities of 16.

### **12-A Professional Support Services (PSS):**

Professional Services is meant to be a range of specialized services oriented toward helping Customers make the best use of I-Net. The scope, duration, and rates, will vary as will the skill sets of professionals involved. Here are some examples:

1. **Network Engineering Service:** This is work developing specialized network solutions to fit the Customer's needs related to I-Net services. Rates will vary depending upon the duration of the work, hourly or per job. The typical rate for in-house staff is \$80/hr. Outside resources will normally demand a higher rate up to \$150/hr. This service is subject to staff availability.
2. **Solution Architecture:** This architecture work is to aid in adapting and scaling applications to operate optimally in an I-Net enabled network environment. The hourly consultation is at the market rate. This may entail using in-house staff or may require outsourcing to obtain the resources with the correct skill set.
3. **Project Management Service:** This service will provide overall management of work performed by multiple third parties for a Customer that may be needed prior to installation of I-Net services. This service has traditionally focused on managing construction tasks necessary to deliver fiber optic media. Other related project management tasks may be considered. Charges for the service will be a fixed percentage of the estimated total project cost.

**13 - I-Net High Speed /GigE (IHS/G):** Provides high-speed transport connections between facilities. This service is available where fiber optic strand availability permits.

1. Only Customers with at least one Basic service Site or at least a minimum bandwidth purchased of 15 Mbs will be eligible to acquire I-Net High Speed services.
2. Equipment connected to I-Net fiber will be controlled by the County.
3. A design will be developed for the service requested. Both the Customer and County Shall approve this design in writing and it must be included on ATTACHMENT A—Site Locations Covered by this Contract.
4. The cost for Customer required hardware will be pro-rated over the contract term for Customers that purchase this service with or without hardware.
5. I-Net High Speed /GigE (1GigE or 10GigE) include the following: Speeds of 1GigE or 10GigE
6. 7 x 24 support: The Customer will be able to call the I-Net NOC for technical support or to initiate a trouble ticket at any hour of the day or night.

**14 - I-Net Internet Service (IIS):** Provides a minimum of 10Mbps access (up/down) to the Internet via I-Net. Designed for customers with a single location or deployment site and requires access to information outside of their network via the internet. This service is available only where fiber optic strand availability permits.

1. Only Customers with existing connections to I-Net will be eligible to acquire I-Net Internet Service. Use of INAP for PTP site communications is not a feature of IIS.
2. Equipment connected to I-Net fiber will be controlled by the County.
3. This bandwidth will be delivered over the connection to the INAP.
4. Customers will receive the use of 4 non-portable IP address from King County's Class B address space 146.129.X.X.
5. 8 x 5 support standard. The Customer will be able to call the I-Net NOC for technical support or to initiate a trouble ticket Monday – Friday from 8Am thru 5PM.

6. A design will be developed for the service requested. Both the Customer and County Shall approve this design in writing and it must be included on ATTACHMENT A—Site Locations Covered by this Contract.
7. Customers may purchase add-on services:
  - a. 24 x 7 support can be purchased as an add-on service. Available. The Customer will be able to call the I-Net NOC for technical support or to initiate a trouble ticket at any hour of the day or night.
  - b. With subscription to IIS, LBO, or Basic services, additional bandwidth can be purchased from the minimum 6Mbps up to 100Mbps.
  - c.
8. IIS **does not include**: bandwidth surging, structured or un-structured t1 lines, 24x7 support service, KC/IGN access, or access to other I-Net agencies via I-Net's INAP.

County engineers will work with the Customer's Technical Contact to design the Circuits and provisioning for the Customer's Sites. Typically the device installed at a Site will be an Integrated Access Device providing a 10/100 Mbps Ethernet Connection; T-1 interfaces will be available on the same Integrated Access Device. All installed Equipment remains the sole property of the County.

The County provides initial configuration and installation of County equipment and service, including customization of Circuits. All County-installed equipment whether at a Customer's Site or not, remains the sole property of the County.

I-Net will only provide transport from suburban cities to KC/IGN and will not be involved with application incidents and issues.

If a service engineer is dispatched to solve an incident and the incident is determined to be that of the Customer, a service call charge will be invoiced.

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution No. 11-754, authorizing the Mayor to execute an Interlocal Agreement for South End ARCH, A Regional Coalition for Housing</b>	<b>Agenda Date: June 16, 2011</b>		<b>AB11-036</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez	X	
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Stephanie Metcalf		
Fund Source:	Comm. Dev. – Steve Pilcher		
Timeline:			
<b>Attachments: Resolution No. 11-754, Interlocal Agreement</b>			
<b>SUMMARY STATEMENT:</b>  <p>During our tri-city council meeting last year there was a desire from Council to join the South End Area Regional Coalition for Housing (SEARCH), a regional approach to housing. Below is a synopsis:</p> <p><b>WHY:</b></p> <ul style="list-style-type: none"> <li>• There is a present need for managed affordable housing in south King County;</li> <li>• There are many gaps in the current delivery system;</li> <li>• Local government support is critical to manage the affordable housing supply;</li> <li>• Increased local government support compliments the efforts of private sector housing developers; and</li> <li>• Local governments that work together can be more effective.</li> </ul> <p><b>WHO:</b></p> <ul style="list-style-type: none"> <li>• Cities continue to take action individually, but through SEARCH, their actions can be coordinated with the action of other SEARCH members. Using SEARCH, cities build upon the experiences of other members as they develop their own regulations.</li> <li>• Funding awards are made through the SEARCH Housing Trust Fund process so that city contributions can be coordinated among members. On shared objectives, cities can work collectively through SEARCH.</li> </ul> <p><b>HOW:</b></p> <ul style="list-style-type: none"> <li>• Councils initially adopt the SEARCH Interlocal agreement and any amendments.</li> <li>• Council review and take action on the land use issues that affect affordable housing from recommendations by their Planning Commissions.</li> <li>• Councils review and take action on SEARCH work programs and administrative budgets.</li> <li>• Council review and take action on the use of local resources for projects recommended through the housing trust fund process and for specific projects.</li> </ul>			

COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: <b>MOTION to adopt Resolution No. 11-754, authorizing the Mayor to execute an interlocal agreement for South End ARCH, A Regional Coalition for Housing.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 16, 2011		

**RESOLUTION NO. 11-754**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT FOR SOUTH END ARCH, A REGIONAL COALITION FOR HOUSING**

**WHEREAS**, the South End communities have a common goal to ensure the availability of housing that meets the needs for all income levels; and

**WHEREAS**, the South End communities desire to provide a sound base of housing policies and programs in the South End and to complement the efforts of existing organizations to address housing needs; and

**WHEREAS**, the citizen advisory committees that support human and housing services in the South End cities have identified and desired to address the present and increasing need of supportive housing stock and programs to assist their residents; and

**WHEREAS**, the Cities of Auburn, Enumclaw and Federal Way adopted policies supporting an active approach to increasing the supply of affordable housing for their residents; and

**WHEREAS**, the parties have determined that the most efficient and expeditious way for the parties to address South End affordable housing needs is through cooperative action by the parties; and

**WHEREAS**, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable-housing-related services;

**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 the Interlocal Agreement for South End ARCH, A Regional Coalition for Housing 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 16TH DAY OF JUNE, 2011.**

CITY OF BLACK DIAMOND:

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

Attest:

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

**Interlocal Agreement for South End ARCH  
A Regional Coalition for Housing**

This Interlocal Agreement ("Agreement") is entered into by and between the Cities of Algona, Auburn, Black Diamond, Enumclaw, and Pacific, municipal corporations organized under the laws of the State of Washington, and King County, a subdivision of state government (hereinafter referred to as "Parties"). This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

WHEREAS, the South End communities have a common goal to ensure the availability of housing that meets the needs of all income levels; and

WHEREAS, the South End communities desire to provide a sound base of housing policies and programs in the South End and to complement the efforts of existing organizations to address South End housing needs; and

WHEREAS, the citizen-advisory committees that support human and housing services in the South End cities have identified and desired to address the present and increasing need of supportive housing stock and programs to assist their residents; and

WHEREAS, the Cities of Auburn, Enumclaw, and Federal Way adopted policies supporting an active approach to increasing the supply of affordable housing for their residents; and

WHEREAS, the Parties have determined that the most efficient and expeditious way for the parties to address South End affordable housing needs is through cooperative action by the parties; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable housing-related services; now therefore,

**IT IS HEREBY AGREED AS FOLLOWS:**

1. PURPOSE. All Parties to this Agreement have responsibility for local and regional planning for the provision of housing affordable to citizens that work and/or live in the South End. The Parties desire to act cooperatively to formulate affordable housing goals and policies and to foster efforts to provide affordable housing by combining public funding with private-sector resources. The Parties further intend that this interlocal agreement serve as the legal basis for other communities within the SEARCH sphere of influence to cooperate in planning for and providing affordable housing; the Parties therefore encourage other South End communities to join the initial Parties in this endeavor.

2. STRUCTURE. To accomplish the purposes of this Agreement, the Parties hereby create an administrative entity to be called the South End Area Regional Coalition for Housing ("SEARCH"). SEARCH shall be governed by an Executive Board composed of the chief executive officer from each Party. The Executive Board shall be assisted by an administrative staff and by a Citizen Advisory Board.

3. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of this Agreement, SEARCH shall have the following responsibilities and authority:

a. To provide recommendations to the Parties regarding the allocation of public funding for affordable housing purposes. Those parties which request that SEARCH make allocation recommendations concerning the use of housing funds either individually or jointly with any other party(s), may place conditions on the use of those funds. SEARCH shall, at least annually, report to the Parties on the geographic distribution of all housing funds as recommended by SEARCH.

b. To provide recommendations to the Parties regarding local and regional affordable housing policies. SEARCH will assist the Parties in developing strategies and programs to achieve Growth Management Act housing goals. SEARCH will provide technical assistance to any Party adopting land use incentives or affordable housing programs. SEARCH staff will research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils upon request by a Party. SEARCH will assist Parties in developing strategies and programs to implement county-wide affordable housing policies to meet the Growth Management Act objective for an equitable and rational distribution of low- and moderate-income housing.

c. To facilitate cooperation between the private and public sector with regard to the provision of affordable housing. SEARCH will work directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable housing projects. SEARCH will work directly with any Party to provide technical assistance with regard to the public funding of affordable housing projects and the implementation of affordable housing regulatory agreements for private developments. SEARCH will also provide assistance in making surplus sites available for affordable housing and in developing affordable housing alternatives for such sites.

d. To develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing.

e. To provide other technical advice to any Party upon request and to enter into agreements to provide technical assistance to other public entities on a reimbursable basis.



f. To provide support and educational activities and to monitor legislative and regulatory activities related to affordable housing at the state and federal levels.

g. To develop and to carry out procedures for monitoring of affordable units and to administer direct service housing programs on behalf of any Party. Such direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs, etc.

h. To work directly with other public and private entities for the development of affordable housing policies and to encourage the provision of affordable housing.

i. Pursuant to the direction of the Executive Board, to take other appropriate and necessary action to carry out the purposes of this Agreement.

#### 4. EXECUTIVE BOARD.

a. Membership. SEARCH shall be governed by an Executive Board composed of the chief executive officer of each Party. The Executive Board shall administer this cooperative undertaking pursuant to the terms of this Agreement and pursuant to any procedures adopted by the Executive Board.

b. Chair. The Chair of the Executive Board shall be elected by the members of the Board from the Board membership; shall preside over all meetings of the Executive Board; and shall, in the absence of a Program Manager, process issues, organize meetings and provide for administrative support as required by the Executive Board.

c. Alternate Member. Each member of the Executive Board shall be entitled to designate one alternate elected member who shall serve in the place of the member on the Executive Board during the member's absence or inability to serve.

d. Powers. The Executive Board shall have the power to (1) develop and recommend a budget and work program to the Parties; (2) adopt procedures for the administration of SEARCH and for the conduct of meetings; (3) make recommendations to the Parties concerning planning, policy and the funding of affordable housing projects; (4) establish policies for the expenditure of budgeted items; (5) establish a special fund with one of the participating cities as authorized by RCW 39.34.030; (6) hold regular meetings on such dates and at such places as the Executive Board may designate; (7) enter into contracts and agreements for the provision of personnel and other necessary services to SEARCH, including accounting and legal services and the purchase of insurance, and authorize the Chair or Program Manager of SEARCH, if any, to execute any such contracts, agreements or other legal documents necessary for SEARCH to carry out its purposes; (8) establish the responsibilities and direct and oversee the activities of the Program Manager; and (9) take whatever other action,

obligation incurred by the Party pursuant to the terms of this Agreement during the time the withdrawing Party was a member of SEARCH.

11. BUDGET. The budget year for SEARCH shall be January 1 to December 31 of any year. On or before June 1st of each year, a recommended budget and work plan for SEARCH for the next budget year shall be prepared, reviewed and recommended by the Executive Board and transmitted to each Party. The recommended budget shall contain an itemization of all categories of budgeted expenses and shall contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. No recommended budget or work plan shall become effective unless and until approved by the legislative body of each Party and finally adopted by the Executive Board. Approval of the budget by a Party shall obligate that Party to make whatever contribution(s) is budgeted for that Party. Such contribution(s) shall be transmitted to SEARCH on a quarterly basis at the beginning of each quarter unless otherwise provided in the budget document. In the event that any party is delinquent by more than three months in the payment of its budgeted contribution, such party shall not be entitled to vote on matters before the Executive Board until such delinquency has been paid.

12. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Funding for the activities of SEARCH shall be provided solely through the budgetary process. No separate dues or assessments shall be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party to the Agreement. An approved budget shall not be modified unless and until approved by the legislative body of each Party and finally adopted by the Executive Board; provided that, in the event a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties.

13. LIABILITY OF MEMBERS. Each Party shall be jointly and severally liable for any claims, damages or other causes of action arising from the activities of SEARCH, its officers, employees and agents except as expressly set forth in Section 5 of this Agreement with regard to personnel directly provided to SEARCH by such Party; provided that, SEARCH shall take all steps reasonably possible to minimize the potential liability of the Parties, including but not limited to the purchase of liability, casualty and errors and omissions insurance and the utilization of sound risk management techniques. To the extent reasonably practicable, all Parties shall be named as additional insured on all insurance policies.

14. AMENDMENTS. Any amendments to this Agreement must be in writing, authorized by the legislative bodies of all Parties to this Agreement, and evidenced by the Authorized signatures of all Parties as of the effective date of the amendment.

consistent with and subject to the limitations of this Agreement and governing By-laws, is necessary to carry out the purposes of this Agreement.

5. ADMINISTRATION AND OVERSIGHT. The Executive Board shall have final decision-making authority over all legislative and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of SEARCH to a Program Manager. The Program Manager shall submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and the governing body of each Party. Such reports and contents thereof shall be in a form acceptable to the Executive Board.

The Executive Board may, with the consent of the Parties, designate one of the Parties to provide administrative support services on behalf of SEARCH. SEARCH shall be staffed with personnel provided by the Parties and/or independent contractors contracting directly with SEARCH. Any Party providing personnel to SEARCH shall remain solely responsible for the continued payment of any and all compensation and benefits to such personnel as well as for any worker's compensation claims or any other claims arising from the negligence or omissions of the employee in performing his duties for SEARCH. In the case of personnel directly contracting with SEARCH, the Parties shall be jointly and severally responsible for any claims, not otherwise covered by insurance, arising as a result of the negligence or omissions of such personnel. All Parties shall cooperate fully in assisting SEARCH to provide the services authorized herein.

6. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board shall meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Executive Board shall consist of the Board members (or alternates) who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's membership. No action shall be taken except at a meeting open to the public.

7. CITIZEN ADVISORY BOARD. A Citizen Advisory Board is hereby created to provide advice and recommendation to the Executive Board on land and/or money resource allocation for affordable housing projects and to provide public relations and educational outreach services. The Citizen Advisory Board shall consist of not more than fifteen (15) and not less than twelve (12) citizen members. The Executive Board shall recommend a list of citizens to the Parties for their confirmation. In the event a citizen(s) recommended by the Executive Board is not confirmed by each Party, the Executive Board shall recommend additional citizens for confirmation by the Parties.

Citizen members appointed to the Citizen Advisory Board must have a knowledge and understanding of affordable housing and be committed to the furtherance of affordable housing in the South End. Appointments shall be for a four-year term with service limited to a total of two consecutive terms. The Executive Board shall adopt procedures for the convening and administration of the Citizen Advisory Board. A citizen member may be removed from the Citizen Advisory Board by the Executive Board with or without cause upon a majority vote of membership of the Executive Board.

8. MEETINGS OF CITIZEN ADVISORY BOARD.

a. Frequency. The Citizen Advisory Board shall meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Citizen Advisory Board shall consist of the Board members who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Citizen Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. No action shall be taken except at a meeting open to the public.

9. DURATION AND TERMINATION. This Agreement shall be of ten years' duration but shall continue in effect for subsequent five-year periods upon affirmative vote of a majority of the membership of the Executive Board. Any vote to continue the Agreement shall be taken not sooner than six months before, nor later than three months before, the end of the initial ten-year term or any subsequent five-year term. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement.

Upon termination of this Agreement, all property acquired during the life of the Agreement shall be disposed of in the following manner:

- (i) all property contributed without charge by any Party shall revert to the contributing Party;
- (ii) all property purchased by SEARCH after the effective date of this Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;
- (iii) all unexpended or reserve funds shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

10. WITHDRAWAL. Any Party may withdraw from this Agreement by giving one year's written notice to the Executive Board, by December 31 in any year, of its intention to terminate, effective December 31 of the following year. Any Party withdrawing from this Agreement shall remain legally and financially responsible for any

15. ADDITIONAL PARTIES. Any South End jurisdiction having responsibility for planning or for providing affordable housing may, upon execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement upon affirmative vote of a majority of the membership of the Executive Board. The Executive Board shall determine by a vote of a majority of its membership what, if any, funding obligations such additional Party shall commit to as a condition of becoming a Party to this Agreement.

16. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion thereof, shall not affect the validity of the remaining provisions of the Agreement.

17. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

18. FILING AND EFFECTIVE DATE. This Agreement shall become effective upon approval by the legislative bodies of at least three cities and upon filing with the city clerk of each city which is a party to this Agreement, the King County Clerk, and the Secretary of State.

Approved and executed this 16th day of June, 2011.

Name of Party

Approved as to form

By: City of Black Diamond

City Attorney

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION				
<b>SUBJECT:</b>		<b>Agenda Date: June 16, 2011</b>		
<b>Resolution No. 11-755, Adopting the 2012-2017 Six Year Transportation Improvement Program</b>		<b>AB11-037</b>		
		Department/Committee/Individual	Created	Reviewed
		Mayor Rebecca Olness		
		City Administrator –		
		City Attorney –Chris Bacha		
		City Clerk – Brenda L. Martinez		
		Finance – May Miller		
		Public Works – Seth Boettcher	X	
Cost Impact: Planning for yearly budgets	Economic Devel. – Andy Williamson		X	
Fund Source: Various	Police – Jamey Kiblinger			
Timeline: As per individual project schedules	Court – Stephanie Metcalf			
	Comm. Dev. – Steve Pilcher			
<b>Attachments: Resolution No. 11-755, Six-Year TIP</b>				
<p><b>SUMMARY STATEMENT:</b></p> <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 study projects that will provide the City with information that is needed on the Rock Creek Bridge and the flooding issues on Abrams Ave on the south end.</p> <p>Most all grant programs require eligible projects to be on the City's Six Year Transportation Improvement Program. The City is required by State law to update the Transportation Improvement Program prior to July 1<sup>st</sup> of each year.</p>				
COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee is recommending approval.				
RECOMMENDED ACTION: <b>MOTION to adopt Resolution No. 11-755, approving the 2012-2017 Six Year Transportation Improvement Program.</b>				
RECORD OF COUNCIL ACTION				
Meeting Date	Action	Vote		
June 16, 2011				

**RESOLUTION NO. 11-755**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
APPROVING THE 2012-2017 SIX YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM**

**WHEREAS**, per RCW 35.77.010, the City is required to annually update its Six Year Transportation Improvement Program (TIP) before July 1<sup>st</sup> of each year and file the updated TIP with the Washington State Department of Transportation within thirty days of its adoption; and

**WHEREAS**, per RCW 35.77.010, the purpose of the requirement for annual updates is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program; and

**WHEREAS**, it is also an eligibility requirement of many grant programs that the City update its Transportation Improvement Program as required by RCW 35.77.010; and

**WHEREAS**, per RCW 35.77.010, a public hearing was held on the proposed updates to the Transportation Improvement Program;

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

**Section 1.** The City Council does hereby approve the 2012-2017 Six Year Transportation Improvement Program, a copy of which is attached as Exhibit "A" and incorporated herein by reference.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF JUNE, 2011.**

CITY OF BLACK DIAMOND:

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Rebecca Olness, Mayor

Attest:

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Brenda L. Martinez, City Clerk

2012-2017 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM  
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length In Miles	Estimated Cost	Funding
1	2012	General Street Improvement	N/A	N/A	Chip sealing, crack sealing, patch work, addressing minor safety problems	N/A	\$ 30,000	Local City Funds
2	2012	SE 288th Street Overlay	228th Ave SE	236th Ave SE	Overlay existing roadway	0.5	\$ 120,000	Transportation Improvement Board Grant and Local City Funds
3	2012	Robert's Drive sidewalk link to Morgan Street	Library	Morgan Street	Install new sidewalk, curb gutter and storm drainage on one side	0.17	\$ 38,782	Transportation Improvement Board Grant and REET
4	2012	Rock Creek Bridge Rehab Study	Rock Creek Bridge on Robers Drive	Rock Creek Bridge on Robers Drive	Structural analysis of bridge to determine allowance for more width & pedestrian traffic	N/A	\$ 20,000	Grant Matching Funds
5	2012	South Abrams Ave. Flooding Solutions Study	N/A	N/A	Raise road elevation 1.5 to 2 feet above average wet weather elevation to minimize closures due to flooding	N/A	\$ 20,000	Local City Funds
6	2013	Intersection Improvements in Morganville Neighborhood	N/A	N/A	Acquire easements and construct new intersection radii.	8 inter-sections	\$ 100,000	REET
7	2013	Roberts Drive Reconstruction	S.R. 169	Rock Creek Bridge	Overlay existing roadway, repair broken panels, widen to standard	1.09	\$ 5,570,000	Grant/ TIB, Developer, Local City Funds, REET
8	2013	Roundabout on SR 169 at Roberts Drive	N/A	N/A	Two lane Roundabout	inter - section	\$ 2,230,000	Private and Grant
9	2014	SR 169 Gateway Corridor Improvement	Ravensdale	North city Limits	widen the roadway for a two way left turn lane	0.7	\$ 5,700,000	Private and Grant
10	2016	Pacific Street Neighborhood Improvements	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, REET and Local City Funds

PUBLIC HEARING: held Thursday, June 2, 2011  
7:00 p.m., Black Diamond City Council Chambers



2012-2017 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM  
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
11	2016	SR 169 intersection widening at Lawson and Baker Streets	Lawson Street	Baker Street	widen intersections to accommodate turning movements	0.08	\$ 1,550,000	Developer Mitigation
<b>TOTAL ALL PROJECTS</b>							<b>\$ 15,898,782</b>	

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution No. 11-756, Awarding a construction contract to Watson Asphalt Paving Co., Inc. for the SE 288<sup>th</sup> Street Overlay project in the amount of \$105,493.75.</b>	<b>Agenda Date: June 16, 2011</b>		<b>AB11-038</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		X
	Police – Jamey Kiblinger		
Court – Stephanie Metcalf			
Comm. Dev. – Steve Pilcher			
<b>Attachments: Resolution No. 11-756; Bid and Contract Form, Bid Tabulation, Staff Report</b>			
<b>SUMMARY STATEMENT:</b>  See attached Staff Report			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> Public Works Committee is recommending approval.			
<b>RECOMMENDED ACTION:</b> <b>MOTION to adopt Resolution No. 11-756, authorizing the Mayor to execute a \$105,493.75 contract with Watson Asphalt Paving Co., Inc. for the SE 288<sup>th</sup> Street Overlay project.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 16, 2011			

**RESOLUTION NO. 11-756**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
ACCEPTING AND AWARDING THE LOW BID ON THE SE  
288<sup>TH</sup> STREET OVERLAY PROJECT TO WATSON  
ASPHALT PAVING CO., INC.**

**WHEREAS**, the City received a Transportation Improvement Board grant for the SE 288<sup>th</sup> Street Overlay Project with a current amount of \$96,924; and

**WHEREAS**, the City has a match requirement of \$10,769; and

**WHEREAS**, the City has planned and budgeted for the SE 288<sup>th</sup> Street Overlay Project; and

**WHEREAS**, the City has received bids on May 25, 2011; and

**WHEREAS**, Watson Asphalt Paving Co., Inc. was the low bidder and has met all conditions of providing a responsible bid;

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

**Section 1.** To accept and award the bid of the SE 288<sup>th</sup> Street Overlay Project to Watson Asphalt Paving Co., Inc. in the amount of \$105,493.75 for the construction of the SE 288<sup>th</sup> Street Overlay Project and authorize the Mayor to execute a contract for the same.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF JUNE, 2011.**

CITY OF BLACK DIAMOND:

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Rebecca Olness, Mayor

Attest:

---

Brenda L. Martinez, City Clerk

# **2011 Overlay Project SE 288<sup>th</sup> Street Construction Documents**

*Prepared for*

**The City of Black Diamond**  
P.O. Bo 599  
Black Diamond, WA 98010

*Prepared by*

**Seth Boettcher, PE**  
Public Works Department  
24301 Roberts Drive  
Black Diamond, WA 98010  
[sboettcher@ci.blackdiamond.wa.us](mailto:sboettcher@ci.blackdiamond.wa.us)

**May 2011**

# 2011 Overlay Project SE 288<sup>th</sup> Street Construction Documents

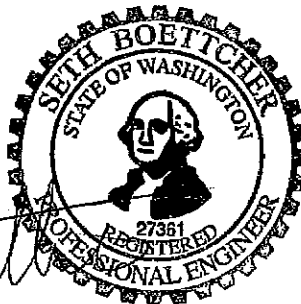
*Prepared for*

**The City of Black Diamond**  
P.O. Bo 599  
Black Diamond, WA 98010

*Prepared by*



**Seth Boettcher, PE**  
Public Works Department  
24301 Roberts Drive  
Black Diamond, WA 98010  
[sboettcher@ci.blackdiamond.wa.us](mailto:sboettcher@ci.blackdiamond.wa.us)



EXPIRES 03/27/12

**May 2011**

## CERTIFICATION

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.

Seth Boettcher P.E.

Prepared by Seth Boettcher, P.E.

Seth Boettcher

Approved by Seth Boettcher, P.E.

**LEGAL DOCUMENTS**

## The City of Black Diamond

### NOTICE TO BIDDERS

The City of Black Diamond is soliciting bids from qualified paving contractors selected off of our small works roster for the following Project:

#### **2011 OVERLAY PROJECT: SE 288<sup>th</sup> Street**

in accordance with the Drawings and Specifications prepared by:

**Seth Boettcher, PE**  
Public Works Department  
24301 Roberts Drive  
Black Diamond, WA 98010  
[sboettcher@ci.blackdiamond.wa.us](mailto:sboettcher@ci.blackdiamond.wa.us)  
Phone: 360-886-2560

The Project Manager is:

Dan DaSanto  
[Dan@ci.blackdiamond.wa.us](mailto:Dan@ci.blackdiamond.wa.us)  
Phone: 253-261-1860

Work under this Contract will include grinding existing asphalt paved roadways and placing hot mix asphalt concrete for overlay; repainting the pavement markings on the overlaid section of SE 288<sup>th</sup> Street and other associated work, all in accordance with the attached Contract Plans, these Contract Documents, and the Standard Specifications. The project site is approximately 2400 linear feet long and is on the north boundary of the City of Black Diamond.

Any Proposed Equal for a Standard shall be submitted to the Construction Manager no later than four (4) days prior to the close of bid acceptance. If no Addendum is issued accepting the Proposed Equal, the Proposed Equal shall be considered rejected.

Bids must be received for the 288<sup>th</sup> Street Overlay project before

Wednesday, May 25<sup>th</sup>, at 5:00 PM. The bids will be evaluated for completeness and the City staff will determine the lowest responsive bidder. The intent of this provision is to require all Bids to be submitted complete by the scheduled bid date and time. All required bid documentation shall be submitted to the front desk receptionist at the City of Black Diamond City Hall located at 24301 Roberts Drive, Black Diamond, WA by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.



## **CONSIDERATION OF BIDS**

The City of Black Diamond city staff will evaluate the correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total extensions, corrected where necessary, will be used by The City of Black Diamond for award purposes and to fix the amount of the contract bond.

The City of Black Diamond intends to award contracts to the lowest responsible and responsive bidder.

The right is reserved by The City of Black Diamond to waive informalities in the bidding, accept a proposal of the lowest responsible bidder, reject any or all bids, resolicit the call for bids, revise or cancel the work, or require the work to be done in another way if the best interest of The City of Black Diamond is served.

A bidder who wishes to claim error after the bids have been received shall promptly notify The City of Black Diamond that an error occurred. The bidder shall submit a notarized affidavit or declaration under penalty of perjury signed by the bidder and accompanied by work sheets used in the preparation of the bid, requesting relief from the responsibilities of award. The affidavit or declaration shall describe the specific error(s) and certify that the work sheets are ones used in preparing the bid.

The affidavit or declaration shall be submitted no later than 4:00 PM on the first business day after bids have been received or the claim will not be considered.

Bidders are notified that all bids are likely to be rejected if the lowest responsive bid received exceeds the Engineer's Estimate by a significant amount, or where competition is considered to be poor for the size, type, and location of the project.

## INSTRUCTIONS TO BIDDERS

1. The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2010 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
  - Standard Plans for Road, Bridge, and Municipal Construction, WSDOT/APWA, current edition
2. Intent of Plans and Specifications. It is the intention of these specifications to provide for careful, thorough, and workmanlike construction procedure in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material and labor necessary to complete said contract in accordance with all of its terms and conditions.

The plans and specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The Engineer may furnish supplemental plans and specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed drawings and in case of any conflict between the listed and the supplemental drawings, the latter shall govern.

All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein.

3. Examination of Contract Documents. Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings, and addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.
4. Examination of Site and Conditions. Before making a proposal, the bidder shall examine the site of the work and ascertain for himself all the physical conditions in relation thereto. Failure to take this precaution shall not release him from his obligation as implied by the proposal he submits nor excuse him from performing the work in strict accordance with the requirements of the contract documents.

No statement made by any officer, agent, or employee of the City pertaining to the site of the work or the conditions under which the work must be performed will be binding on the City.

5. Addenda and Interpretations of Documents. No interpretation of meaning of the plans, specifications, or other prebid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to Seth Boettcher, Public Works, City of Black Diamond, and to be given consideration, shall be received at least five days prior to date fixed for receiving bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or otherwise delivered to each prospective bidder. Failure of any bidder to acknowledge the receipt of any such addendum may be considered an irregularity in the proposal. All addenda so issued shall become a part of the contract documents.
6. Preparation of Proposals. Bids must be submitted by filling in with ink (or typing) each and every blank provided for such purpose in the form headed "Proposal," or if the bidder is required to provide a special form appropriate to the nature of his bid, then such form shall be complete in all respects as required by the specifications if it is to merit consideration by the Owner. Where indicated, all blank spaces shall be filled in with words and figures. Written amounts shall take precedence where there is a conflict between the written amount and the figure.

If proposals are made by a partnership, they should contain the name of each partner and should be signed in the firm name, followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he holds in the corporation.

The address of the person, firm, or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

7. Approximate Quantities. On all items on which bids are to be received on a unit price basis the quantities stated in the bid will not be used in establishing final payment due the Contractor. The quantities stated, on which unit prices are invited, are approximate only, and each bidder shall make his own estimate from the contract drawings of the quantities required on each item and calculate his unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the contract on unit price items will be based on the actual number of units installed in the completed work.
8. Material Substitution. Each bidder shall base his bid upon the materials and equipment as described in the bidding documents. The successful Contractor will not be allowed to make any substitutions on his own initiative, but in each instance will be required to obtain authorization from the Owner before installing any work in variance with the requirements of the contract documents.
9. Alteration of Documents Prohibited. Except as may be provided otherwise herein, proposals which are incomplete, are conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the proposal form, or which are unlawful, may be rejected as irregular.
10. Submission of Proposals. Each proposal should be completely sealed in a package addressed as required by the call for bid solicitation, marked with the name of the bidder and the title of the project; it must be delivered to the address at or before the time named stated in the call for bid solicitation.
11. Withdrawal of Proposal. Proposals may be withdrawn at any time prior to the scheduled closing time for filing bids. This may be done by the bidder in person or upon his e-mail or written request. A

telephone request for withdrawal of a proposal will not be recognized for this purpose. If withdrawal is made personally, a written acknowledgment thereof will be required.

After the scheduled closing time for filing bids, no bidder will be permitted to withdraw his proposal unless no award of contract has been made prior to the expiration of sixty (60) days immediately following the time when bids are submitted. Bids received after the scheduled closing time will be returned to the bidder unopened.

12. Disqualification of Bidders. More than one bid for the same work described in this document, from an individual, firm or partnership, a corporation, or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there are reasonable grounds for believing that collusion exists among the bidders, the bids of the participants in such collusion will not be considered.
13. Rejection of Bids. The Owner reserves the right before or after opening, to reject any or all proposals or to waive any informalities therein if it is believed that the best interest of the Owner will be served thereby.
14. Low Bid. The low bid will be determined on the basis of the lowest Grand Total price of the Proposal and the responsiveness to the call for bids.
15. Award of Contract. The City of Black Diamond intends to award contracts to the lowest responsible bidder for the Proposal. The award of any contract or contracts will be made at the sole discretion of the City. The City reserves the right to reject any or all bids, or to waive irregularities or informalities at its discretion. If the lowest bid exceeds the funds that are estimated by the City as available, the City reserves the right to reject all bids.

Acceptance of the Bid Proposals and award of contracts does not relieve the Contractor from the responsibility of providing and installing materials that will comply completely with the specifications. The Contractor shall be required to make submittals of all items of equipment, products, or material as specified. The Owner reserves the right to reject equipment, products, or material not meeting the requirements of the specifications.

16. Effective Date of Award. If a contract is awarded by the City, such award shall be effective when formal notice of such award, signed by the authorized representative of the City, has been delivered to the intended awardee, or mailed to him at the main business address shown on his bid, by some officer or agent of the City duly authorized to give such notice.
17. Execution of Agreement. Multiple copies of the agreement in the number stated in the form of agreement, shall be executed by the successful bidder, and returned, together with the required bonds and insurance, within 10 days from and after the date of the award of the contract. Effective date of bonds shall be the same or later than the date of the agreement.
18. Failure to Execute Agreement and File Bonds and Insurance. Failure of a successful bidder to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the agreement and file the required bonds and insurance within the required time, the City may remove the bidder from the City's small works roster and future small works roster bid solicitations. Upon annulment of an award as aforesaid, the Owner may then award a contract to the next lowest, responsible, and responsive bidder.

19. Payment for Excess Costs and Liquidated Damages. The successful contractor will be required to pay for the excess cost of field engineering and inspection and liquidated damages as defined in the general conditions of the contract, if extensions of time are granted by the City because of avoidable delays as therein defined.
20. Commencement and Completion of Work. The successful bidder shall be prepared to commence with the work within 14 calendar days from and after the issuance by the Owner of a written notice to proceed and shall complete all work in accordance with the terms and conditions of the contract documents. When the Contractor plans to move forward with the project they shall give the City one week notice before commencing work.

## **BIDDER'S CHECKLIST**

The bidder's attention is especially called to the following forms, which must be completed in full as required and submitted collectively as the Bid Proposal package:

- **Bid Proposal Package**

1. **PROPOSAL**

The proposal form must be filled out to be considered responsive. The Price Per Unit and Total Amount must be shown in the spaces provided within the "Schedule of Prices."

The following documents are to be submitted with the proposal:

- **NON-COLLUSION CERTIFICATE**
- **SUBCONTRACTOR LIST**
- **ACKNOWLEDGING RECEIPT OF ADDENDA AND SIGNATURES**

- **Contract Forms**

The following forms are to be executed and submitted within ten (10) calendar days after award of the Contract:

1. **CONTRACTOR AGREEMENT**

This public works contract to be executed by the successful bidder in triplicate.

2. **PERFORMANCE BOND**

3. **PAYMENT BOND**

To be executed by the successful bidder and his surety company.

4. **CERTIFICATE AS TO CORPORATE PRINCIPAL**

5. **CERTIFICATE AS TO CORPORATE SEAL**

6. **PROOF OF INSURANCE**

Copy of policy and appropriate endorsements to be submitted with the Public Liability and Property Damage Insurance Certificate.

**THE CITY OF BLACK DIAMOND  
2011 OVERLAY PROJECT  
SE 288<sup>th</sup> Street**

**SCHEDULE OF PRICES**

ITEM NO.	SECTION	ITEM DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
1	1-04	MINOR CHANGE	CALC	1	\$5,000.00	\$5,000.00
2	1-09	MOBILIZATION	LS	1		
3	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1		
4	4-04	CRUSHED SURFACING TOP COURSE	TON	200		
5	2-02	PLANING BITUMINOUS PAVEMENT FOR PAVEMENT REPAIR AREAS	SY	1325		
6	5-04	PLANING BITUMINOUS PAVEMENT	SY	190		
7	5-04	HMA CL. 1/2 IN. PG 64-22 FOR OVERLAY	TON	850		
8	5-04	HMA CL. 1/2 IN. PG 64-22 FOR PAVEMENT REPAIR	TON	150		
9	8-09	RAISED PAVEMENT MARKER TYPE 2	HUNDRED	1.2		
10	8-13	MONUMENT CASE AND COVER	EA	1		
11	8-22	PAINT LINE	LF	7200		
<b>TOTAL SCHEDULE:</b>			\$			

## **ADDENDUM 2**

### **5-04.3(3)A MATERIAL TRANSFER DEVICE/VEHICLE**

Section 5-04.3(3)A is deleted



**THE CITY OF BLACK DIAMOND  
2011 OVERLAY PROJECT**

**BID PROPOSAL**

**SE 288<sup>th</sup> Street**

The City of Black Diamond is hereinafter referred to as "the City"



1. The scheduled work is funded entirely by the State of Washington Transportation Improvement Board and the City of Black Diamond funds.
2. The undersigned hereby certifies that he has examined the location and construction detail work as outlined on the Plans and Specifications for the City of Black Diamond 2011 overlay project on SE 288<sup>th</sup> Street and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the Plans and Specifications and the Contract governing the work and the method by which payment will be made for said work in accordance with said Plans, Specifications, and Contract at the following scheduled unit prices. All items shall be filled out showing unit prices and total amount of each item,
3. The Contract amount shall be the unit price of each item. Correct extensions based on the unit prices bid and the approximate quantities shown are for the comparison for bid only, and payments for unit priced items will be based on actual quantities measured in accordance with the requirements of the Contract Specifications. Limits of lump sum priced items will be as described in the Contract Drawings and Specifications.

The undersigned has checked the above amounts and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

In order for the Owner to consider a proposal, all items on the proposal must be filled in completely.

4. It is agreed that this proposal may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.
5. In accordance with the Specifications, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after execution of the agreement. All work on this project shall be completed within the time limits indicated in the Contract Documents.
6. Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

**Addendum**

<u>No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgement</u>
1.	5/19/11	
2.	5/20/11	
3.		
4.		

NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the Proposal.

WATSON ASPHALT PAVING CO., INC.

Bidder

May 25, 2011  
Date

WA-TS-0A P256PB

Contractor's License No.

02-748-3072

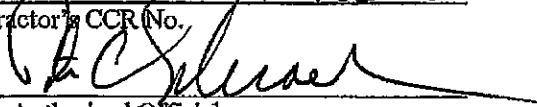
Contractor's DUNS No.

Lease Blank Per Add # 2

Contractor's CCR No.

Expiration Date

By

  
Authorized Official

**PETER O. SCHROEDER, SECRETARY**

Address:

WATSON ASPHALT PAVING CO., INC.

P.O. BOX 845

REDMOND, WA 98073-0845

- NOTES: 1. If the bidder is a partnership, so state, giving firm name under which business is transacted.  
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

Corporation

**THE CITY OF BLACK DIAMOND  
2011 OVERLAY PROJECT  
SE 288<sup>th</sup> Street**

**SCHEDULE OF PRICES**

ITEM NO.	SECTION	ITEM DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
1	1-04	MINOR CHANGE	CALC	1	\$5,000.00	\$5,000.00
2	1-09	MOBILIZATION	LS	1	\$6,325.00	\$6,325.00
3	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$4,830.00	\$4,830.00
4	4-04	CRUSHED SURFACING TOP COURSE	TON	200	\$12.00	\$2,400.00
5	2-02	PLANING BITUMINOUS PAVEMENT FOR PAVEMENT REPAIR AREAS	SY	1325	\$4.15	\$5,498.75
6	5-04	PLANING BITUMINOUS PAVEMENT	SY	190	\$4.15	\$788.50
7	5-04	HMA CL. 1/2 IN. PG 64-22 FOR OVERLAY	TON	850	\$71.45	\$60,732.50
8	5-04	HMA CL. 1/2 IN. PG 64-22 FOR PAVEMENT REPAIR	TON	150	\$117.30	\$17,595.00
9	8-09	RAISED PAVEMENT MARKER TYPE 2	HUNDRED	1.2	\$385.00	\$462.00
10	8-13	MONUMENT CASE AND COVER	EA	1	\$350.00	\$350.00
11	8-22	PAINT LINE	LF	7200	\$0.21	\$1,512.00
<b>TOTAL SCHEDULE:</b>			\$			\$105,493.75



**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

## **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## PROJECT REFERENCES AND EQUIPMENT LIST

### WATSON ASPHALT AS GENERAL CONTRACTOR: 2010, 2009 & 2008

<b>OWNER – PROJECT NAME</b>	<b>APPROX AMOUNT</b>	<b>CONTACT NAME</b>	<b>PHONE NUMBER</b>
King County – 2010 North Overlay	\$1,774,600	Paul Moore	206-423-1071
City of Kirkland – 2010 Overlay	\$1,444,100	Andrea Mast	425-587-3807
City of Redmond – 2010 Street Resurfacing	\$688,400	Dennis Brunnelle	425-556-2724
Snohomish County – 2010 Overlay – Z4	\$362,900	Hamid Aslani	425-154-0895
City of Seatac – 2010 Street Overlay	\$264,900	Eric Proctor	206-973-4735
City of Redmond – LEAP 211 & 220	\$215,900	Joe O'Leary	425-556-2738
City of Bellevue – Brookside Meadows	\$50,700	Maher Welaye	425-452-4879
King County – 2009 South Overlay	\$3,297,200	Paul Moore	206-423-1081
King County – 2009 North Overlay	\$3,048,000	Paul Moore	206-423-1071
City of Sammamish – 2009 Pavement Pres	\$1,294,600	Jim Grueber	425-295-0566
City of Redmond – 2009 Street Resurfacing	\$1,142,400	Dennis Brunnelle	425-556-2724
City of Redmond – East Lake Samm PKWY	\$1,126,400	Joe O'Leary	425-556-2738
City of Clyde Hill – 2009 AC Overlay	\$179,900	Craig Olson	425-453-7800
City of Kirkland – 2008 Overlay	\$1,960,000	Andrea Mast	425-587-3807
WSDOT – US 2 (Contract 7524)	\$1,548,500	Dave Lindberg	425-814-7104
WSDOT – SR 900 (Contract 7531)	\$816,400	John Lefotu	206-768-5650
City of Tukwila – 2008 Overlay Program	\$697,300	Peter Lau	206-431-2454
City of Redmond – 2008 Street Resurfacing	\$694,500	Dennis Apland	425-556-2867
City of Clyde Hill – 2008 AC Overlay	\$537,300	Craig Olson	425-453-7800
City of Bellevue – 2008 Overlay & Rest	\$495,500	Melisa Floyd	425-864-9971
City of Newcastle – 2008 Overlay Program	\$318,600	Jed Gonzales	425-649-4444
City of Woodinville – 2008 Overlay	\$277,200	Dan Beck	425-489-2700
City of Des Moines – 2008 Pavement	\$156,900	Tommy Owens	206-870-6870

<b>EQUIPMENT</b>	<b>MAKE</b>	<b>NO.</b>	<b>YEAR</b>
Paver – BG 2455C	Barber Green	2	1999
Paver – BG 225C	Barber Green	1	1999
Grinder – W2000	Wirtgen	1	2002
Roller – HD 090V	Hamm	1	2006
Roller – HD 120VO	Hamm	1	2009
Roller – CC501	Dynapac	2	1994
Roller – C778	Hypac	1	1994
Roller – 625B	Hyster	6	1978-96
Roller – Sakai	Sakai	1	2002
MTV – Shuttle Buggy	Roadtec	1	2002

**NOTE – All equipment listed above is owned by Watson Asphalt Paving**

## **PERFORMANCE BOND**

We \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to **CITY OF BLACK DIAMOND** (hereinafter called the Owner) for payment of the penal sum of \$\_\_\_\_\_.**xx**, lawful money of the United States in connection with the Owner's award to the Contractor of a contract for construction ("Contract") of the following project:

### **2011 OVERLAY PROJECT – SE 288<sup>TH</sup> STREET**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall remain in force for a period of at least two years after the Substantial Completion Date of the project, with respect to defective workmanship and materials, and shall otherwise secure all other obligations of the Contractor throughout any other periods of limitation or repose.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth.

Surety agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be jointly and severally liable to pay the Owner reasonable attorney's fees, costs and expenses incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

Executed in four original counterparts on \_\_\_\_\_, 2011

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_  
(title)

(Attach acknowledgment of authorized representative of Contractor).

Any claims under this bond made in accordance with R.C.W. 39.08 may be addressed to:

\_\_\_\_\_  
(Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety's agent for service of process  
in Washington if different from above)

\_\_\_\_\_

\_\_\_\_\_  
(Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Its Attorney-in-Fact

**NOTICE:**

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.



## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_ (Contractor)  
\_\_\_\_\_  
\_\_\_\_\_  
a \_\_\_\_\_, hereinafter called (Corporation, Partnership, or Individual)  
Principal, and \_\_\_\_\_ (Name of Surety)  
\_\_\_\_\_  
\_\_\_\_\_  
hereinafter called surety, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_),  
plus Washington State sales tax, in lawful money of the United States, for the payment of which sum well  
and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and  
severally, firmly by these presents.

Whereas, the Principal has entered into a certain contract with the owner, dated \_\_\_\_\_  
day of \_\_\_\_\_,  
a copy of which is hereto \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors,  
and corporation furnishing materials for or performing labor in the prosecution of the work provided for  
in such contract, and any authorized extension or modification thereof, including all amounts due for  
materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed  
or used in connection with the construction of such work, and all insurance premiums on said work, and  
for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be  
void; otherwise to remain in full force and effect.

_____ Witness of Surety	By: _____ Attorney-In-Fact
_____ Attorney	_____ Attorney
_____	_____

Note: Date of Bond must not be prior to the date of contract, \_\_\_\_\_. If Contractor is Partnership, all partners should  
execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 57- as  
amended) and be authorized to transact business in the state where the project is located.

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor in the Agreement attached hereto, that \_\_\_\_\_, who signed said Agreement on behalf of the Contractor, was the \_\_\_\_\_ of said corporation; that said Agreement was duly signed on and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

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

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

State of: \_\_\_\_\_ )  
County of: \_\_\_\_\_ )SS.

\_\_\_\_\_ being duly sworn deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_.  
(Name of Organization)

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

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_.

Bond No. \_\_\_\_\_

## CERTIFICATE AS TO CORPORATE SEAL

I, \_\_\_\_\_, hereby certify that I am the  
(Assistant) Secretary of the Corporation named as Principal in the within Bond; that  
\_\_\_\_\_ signed the said Bond on behalf of the Principal was  
\_\_\_\_\_ of said Corporation; that I know his signature thereto is  
genuine, and that said Bond was duly signed, sealed, and attested for in behalf of said Corporation by  
authority of its governing body.

\_\_\_\_\_  
Secretary or Assistant Secretary

A copy of this bond shall be filed with the County Auditor, except in the case where the Contract is with a  
City or Town.

## **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE CERTIFICATE**

Contract No. \_\_\_\_\_

Name of Project \_\_\_\_\_

I certify that my costs to provide additional insurance for The City of Black Diamond pursuant to RCW 48, whereby the Contractor shall obtain and keep in force during the term of the contract, public liability and property damage insurance with companies or through sources approved by the State Insurance Commissioner.

The City of Black Diamond shall be specifically named as an insured with the same company which insures the Contractor or by an endorsement to an existing policy or with a separate approved carrier for this project. (Check One)

\_\_\_\_\_ are at no additional cost to insured.

\_\_\_\_\_ are \$\_\_\_\_\_ for The City of Black Diamond portion only.

\_\_\_\_\_ are not identifiable.

I declare under penalty or perjury under the laws of the State of Washington that the foregoing is true and correct.

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

Signature: \_\_\_\_\_

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

Firm: \_\_\_\_\_

## **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

## **Special Provisions Introduction to the Special Provisions**

(\*\*\*\*\*)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2010 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

*(May 18, 2007 APWA GSP)*

*(August 7, 2006 WSDOT GSP)*

Also incorporated into the Contract Documents by reference are the following documents, regulations, and/or requirements, which shall supersede any conflicting provisions of the Standard Specifications and are made a part of this contract; provided, however, that if any of the following documents, regulations and or requirements are less restrictive than Washington State Law, then the Washington State Law shall prevail.

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge, and Municipal Construction, WSDOT/APWA, current edition

## **Division 1**

### **GENERAL REQUIREMENTS**

#### **DESCRIPTION OF WORK**

(\*\*\*\*\*)

Work under this Contract will include grinding out cracked up asphalt and patching the existing asphalt paved roadway and placing a 2 inch hot mix asphalt concrete for overlay; raising utility covers and boxes to grade; and replacement of removed pavement markings of SE 288<sup>th</sup> Street and other associated work, all in accordance with the attached Contract Plans, these Contract Documents, and the Standard Specifications. The project site is approximately 2,400 linear feet long and is located on the north boundary of Black Diamond.

#### **1-02 BID PROCEDURES AND CONDITIONS**

Section 1-02 is superceded by and replaced with the following:

##### **Date of Opening Bids**

Bids must be received for the 288<sup>th</sup> Street Overlay project before Wednesday, May 25<sup>th</sup>, at 5:00 PM. The bids will be evaluated for completeness and the City staff will determine the lowest responsive bidder. The intent of this provision is to require all Bids to be submitted complete by the scheduled bid date and time. All required bid documentation shall be submitted to the front desk receptionist at the City of Black Diamond City Hall located at 24301 Roberts Drive, Black Diamond, WA by the scheduled bid date and times. Oral, telephonic, faxed or telegraphic bids will not be accepted.

#### **1-07.6 PERMITS AND LICENSES**

Section 1-07.6 is supplemented with the following:

*(March 13, 1995 WSDOT GSP)*

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

#### **1-07.9 WAGES**

##### **1-07.9(1) GENERAL**

Section 1-07.9(1) is supplemented with the following:

The State rate of wages are incorporated in this contract are applicable to all construction activities with this contract. The contractor shall apply the state rate of wages in effect at the time of bid submittal. The following link provides the up to date state rate of wage information for reference:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

#### **1-07.17 UTILITIES AND SIMILAR FACILITIES**

Section 1-07.17 is supplemented with the following:

*(April 2, 2007 WSDOT GSP)*

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

\*\*\* Covington Water District  
18631 SE 300<sup>th</sup> Place  
Covington, WA 98042  
(253) 631-0565

## **1-07.23 PUBLIC CONVENIENCE AND SAFETY**

### **1-07.23(1) CONSTRUCTION UNDER TRAFFIC**

Section 1-07.23(1) is supplemented with the following:

*(April 2, 2007 WSDOT GSP)*

#### **Work Zone Clear Zone**

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

<b>Posted Speed</b>	<b>Distance From Traveled Way (Feet)</b>
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

\* or 2-feet beyond the outside edge of sidewalk

#### **Minimum Work Zone Clear Zone Distance**



(\*\*\*\*\*)

Lane closures are subject to the following restrictions:

During nonworking hours, the Contractor shall maintain one lane of traffic in each direction at all times on all roadways.

During working hours, the Contractor may close one lane of traffic provided that two-way traffic is maintained through the work area. Such closures shall be allowed only between the hours of 7 a.m. and 8 p.m. weekdays.

If the Engineer determines the permitted lane closure hours adversely affect traffic, the Engineer may adjust the road closure hours accordingly. The Engineer will notify the Contractor in writing of any change in the lane closure hours.

No lane closures will be allowed on a holiday or weekends.

## **1-08 PROSECUTION AND PROGRESS**

### **1-08.5 TIME FOR COMPLETION**

Section 1-08.5 is supplemented with the following:

(\*\*\*\*\*)

This project shall be physically completed in 11 working days including pavement marking or by September 30th, 2011, whichever comes first.

It is expected that this project should take no longer than 11 working days. Additional time has been provided so the contractor can schedule the work for their best advantage. The Contractor shall prosecute the work diligently after September 1<sup>st</sup>. Working days will start to be charged to the project after September 1<sup>st</sup>. For the purpose of this contract, a working day is defined as any day (or part of a day) in which any construction activity takes place or could take place.

## **1-10 TEMPORARY TRAFFIC CONTROL**

### **1-10.1 GENERAL**

The first paragraph of Section 1-10.1 is superseded by and replaced with the following:

(\*\*\*\*\*)

The Contractor shall provide traffic control plans to the Engineer for review and approval. Plans shall be submitted for review no more than 10 calendar days following award of the contract. Notice to Proceed will not be given until the traffic control plans are approved. Plans shall be in accordance with the MUTCD and the WSDOT "Work Zone Traffic Control Guidelines." A minimum of 5 working days will be required for review. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. The plans as provided by the Contractor shall include and not be limited to the following information:

Minimum lane widths provided for vehicular travel.

Location, legend, and size for all signage.

Location of flagger stations.

Lane closure tapers.

Identification and spacing for traffic control devices.

The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

## **1-10.2        TRAFFIC CONTROL MANAGEMENT**

### **1-10.2(1)        GENERAL**

Section 1-10.2(1) is supplemented with the following:

*(December 1, 2008 WSDOT GSP)*

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust  
27055 Ohio Ave.  
Kingston, WA 98346  
(360) 297-3035

Evergreen Safety Council  
401 Pontius Ave. N.  
Seattle, WA 98109  
1-800-521-0778 or  
(206) 382-4090

The American Traffic Safety Services Association  
15 Riverside Parkway, Suite 100  
Fredericksburg, Virginia 22406-1022  
Training Dept. Toll Free (877) 642-4637  
Phone: (540) 368-1701

### **1-10.2(2)        TRAFFIC CONTROL PLANS**

The first sentence of Section 1-10.2(2) is replaced with the following:

*(\*\*\*\*\*)*

Traffic control plans have not been provided by the Owner. The Contractor shall prepare traffic control plans. Traffic control plans shall be prepared based on the requirements set forth in Sections 1-07.23 and 1-10.1 of these Special Provisions.

## **1-10.4        MEASUREMENT**

### **1-10.4(1)        LUMP SUM BID FOR PROJECT (NO UNIT ITEMS)**

Section 1-10.4(1) is supplemented with the following:

*(\*\*\*\*\*)*

The Bid Proposal contains the item "Project Temporary Traffic Control", per lump sum. The provisions of Section 1-10.4(1) apply.

**1-10.5        PAYMENT**

**1-10.5(1)        LUMP SUM BID FOR PROJECT (NO UNIT ITEMS)**

Section 1-10.5(1) is supplemented with the following:

(\*\*\*\*\*)

The lump sum bid for "Project Temporary Traffic Control", per lump sum shall also include all costs associated with preparing and receiving approval for the Traffic Control Plans, including all revisions and updates necessary throughout the project duration. The lump sum cost also includes all payment for the use of a uniformed police officer to control traffic throughout the project limits if deemed necessary by the Engineer.

**END OF DIVISION 1**

## **Division 5**

### **SURFACE TREATMENTS AND PAVEMENTS**

#### **5-04 HOT MIX ASPHALT**

##### **5-04.1 DESCRIPTION**

Section 5-04.1 is supplemented with the following:

(\*\*\*\*\*)

Asphalt concrete pavement shall be used at the following locations on the project:

1. HMA Cl. 1/2 In., PG 64-22: For all asphalt concrete overlay and reconstruction per the details on the Plans.

#### **5-04.3 CONSTRUCTION REQUIREMENTS**

##### **5-04.3(7) PREPARATION OF AGGREGATES**

##### **5-04.3(7)A MIX DESIGN**

Section 5-04.3(7)A is supplemented with the following:

(\*\*\*\*\*)

The Contractor shall provide the Engineer a mix design for all specified classes of mix and binder type that has been approved by WSDOT within the last 12 months. The mix design(s) shall have met all the requirements of Sections 9-03.8(2) and 9-03.8(6). The Contractor shall also provide documentation that the aggregates and binder used are the same as those used to meet the requirements for the WSDOT approved mix design. In no case shall the Contractor begin paving before the Tulalip Tribes has approved the submitted mix design(s).

##### **5-04.3(8) MIXING**

##### **5-04.3(8)A ACCEPTANCE SAMPLING AND TESTING—HMA MIXTURE**

Delete Section 5-04.3(8)A in its entirety and replace it with the following:

(\*\*\*\*\*)

1. General. Dense graded mixes (HMA Classes 1/2 In.) shall be evaluated for quality of gradation and asphalt binder content by the Contractor and the test report submitted to the Project Engineer.
2. Aggregates. Aggregates for HMA shall be manufactured from ledge rock, talus, or gravel in accordance with Section 3-01. The material from which they are made shall meet the requirements of Section 9-03.8(2).

Add the following new section:

(\*\*\*\*\*)

##### **5-04.3(8)B BASIS OF ACCEPTANCE NEW SECTION**

- A. HMA Mix Design. The Contractor-submitted reference mix design will be accepted based on its conformance to the project job mix formula (JMF) provided by the Contractor and laboratory density tests. For the acceptance of a project JMF, the Contractor shall submit to

the Engineer a laboratory report stating that the representative samples of the various aggregates and blend sand to be used, along with the gradation data, the various aggregate stockpile averages, the proposed combining ratios, and the average gradation of the completed mix have been verified.

1. Tolerances — Nonstatistical Acceptance. After the JMF is determined, the constituents of the mixture at the time of acceptance shall conform to the range of the proportion specified in the broad band specifications in for gradation and the design mix asphalt binder content plus or minus 0.5 percent.
2. Adjustments:
  - a. Aggregates. Upon written request from the Contractor, the Project Engineer may approve field adjustments to the JMF including the Contractor's proposed combining ratios for mineral aggregate stockpiles and blend sand. The maximum allowed gradation change shall be 2 percent for the aggregate retained on the No. 10 sieve and above, 1 percent for the aggregate passing the No. 10 and No. 40 sieves, and 0.5 percent for the aggregate passing the No. 200 sieve. Blend sand may be changed a maximum of 5 percent. The above adjustments and/or any further adjustments as ordered by the Engineer will be considered as a new JMF. Adjustments beyond these limits will require development of a new JMF. The adjusted JMF plus or minus the allowed tolerances shall be within the range of the broad band specifications.
  - b. Asphalt Binder Content. The Project Engineer may order or approve the Contractor's request to change asphalt binder content a maximum of 0.3 percent from the approved JMF. No field adjustments of the JMF relative to the asphalt binder content exceeding 0.3 percent from the initial JMF will be made without approval of the Engineer.

B. Hot Mix Asphalt Mixture:

1. Sampling:
  - a. A sample will not be obtained from either the first or last 25 tons of mix produced in each production shift. No samples shall be taken for daily quantities under 250 tons in a day.
  - b. Samples for compliance of gradation and asphalt binder content will be obtained on a random basis from the hauling vehicle. The Contractor shall provide adequate platforms to enable samples to be obtained in accordance with WAQTC FOP for AASHTO T168. The platforms shall allow the sample to be taken without the Engineer entering the hauling vehicle.
2. Test Results. The Contractor will furnish the Engineer with a copy of the results
3. Test Methods. Acceptance testing for compliance of asphalt binder content will be WSDOT FOP for AASHTO Test Method T308.

Acceptance testing for compliance of gradation will be WAQTC FOP for AASHTO T27 and T11.

4. Rejection by Contractor: The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material at no expense to the Tulalip Tribes. Any such new material will be sampled, tested, and evaluated for acceptance.

#### **5-04.3(10)B CONTROL**

Delete Section 5-04.3(10)B in its entirety and replace it with the following:

(\*\*\*\*\*)

For HMA, where paving is in the traffic lanes, including lanes for ramps, truck climbing, weaving, speed changes, and left turn channelization, and the specified compacted course thickness is greater than 0.10 foot, the acceptable level of compaction shall be a minimum of ninety-two percent (92%) of the maximum density as determined by WSDOT Test Method 705. The level of compaction attained will be determined as the average of not less than five (5) nuclear density gauge tests taken on the day the mix is placed (after completion of the finish rolling) at randomly selected locations within each lot. The quantity represented by each lot will be no greater than a single day's production or approximately 400 tons, whichever is less.

Control lots not meeting the minimum density standard shall be removed and replaced with satisfactory material. At the option of the Engineer, noncomplying material may be accepted at a reduced price.

Cores may be used as an alternate to the nuclear density gauge tests. When cores are taken by the Engineer at the request of the Contractor, the request shall be made by noon of the first working day following placement of the mix. The Engineer shall be reimbursed for the coring expenses at the rate of seventy-five and 00/100 dollars (\$75.00) per core when the core indicates the acceptable level of compaction within a lot has not been achieved.

At the start of paving, if requested by the Contractor, a compaction test section shall be constructed as directed by the Engineer to determine the compatibility of the mix design. Compatibility shall be based on the ability of the mix to attain the specified minimum density (ninety-two percent [92%] of the maximum density determined by WSDOT Test Method 705). Following determination of compatibility, the Contractor is responsible for the control of the compaction effort. If the Contractor does not request a test section, the mix will be considered compactable.

HMA constructed under conditions other than listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

Preleveling mix shall be compacted to the satisfaction of the Engineer.

In addition to the randomly selected locations for tests of the control lot, the Engineer reserves the right to test any area which appears defective and to require the further compaction of areas that fall below acceptable density readings. These additional tests shall not impact the compaction evaluation of the entire control lot.

#### **5-04.3(13) SURFACE SMOOTHNESS**

(\*\*\*\*\*)

The second sentence of Section 5-04.3(13) is revised to read:

The completed surface of the wearing course shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline.

#### **5-04.3(14) PLANING BITUMINOUS PAVEMENT**

(\*\*\*\*\*)

The third paragraph of Section 5-04.3(14) is revised to read:

The planings resulting from the planing operation shall remain the property of the City of Black Diamond. The Engineer will designate the approved location for disposal by the Contractor of planings resulting from the planing operation. Other debris resulting from the planing operation shall become the property of the Contractor and be disposed of in accordance with Section 2-03.3(7)C.

Section 5-04.3(14) is supplemented with the following:

Planing shall be performed to a depth of 2 inches within pavement repair areas. Pavement repair areas will be as marked by the Engineer.

#### **5-04.5 PAYMENT**

Section 5-04.5 is supplemented with the following:

(\*\*\*\*\*)

Payment will also be made under the following:

Payment for the following bid items will be made per Section 5-04.5 of the Standard Specifications:

“HMA Cl. 1/2 In. PG 64-22 for Overlay”, per ton.

“HMA Cl. 1/2 In. PG 64-22 for Pavement Repair”, per ton.

“Planing Bituminous Pavement for Pavement Repair Areas”, per square yard.

#### **5-04.5(1) QUALITY ASSURANCE PRICE ADJUSTMENTS**

Delete this section in its entirety.

#### **5-04.5(1)A PRICE ADJUSTMENT FOR QUALITY OF HMA MIXTURE**

Delete this section in its entirety.

#### **5-04.5(1)B PRICE ADJUSTMENT FOR QUALITY OF HMA COMPACTION**

Delete this section in its entirety.

**END OF DIVISION 5**

## **Division 8**

### **MISCELLANEOUS CONSTRUCTION**

#### **8-22 PAVEMENT MARKING**

##### **8-22.3 CONSTRUCTION REQUIREMENTS**

###### **8-22.3(1) PRELIMINARY SPOTTING**

Section 8-22.3(1) is replaced with the following:

(\*\*\*\*\*)

All existing pavement markings shall be inventoried by the Contractor. A single set of redlined plans shall be submitted by the Contractor to the Engineer for review and approval showing the approximate location, type, and material of each pavement marking within the project limits. Preliminary spotting shall be provided at a spacing of 100 feet maximum on tangents and 25 feet maximum on curves, and shall be consistent with the approved redlined channelization plans.

**END OF DIVISION 8**



**CITY OF BLACK DIAMOND**  
**SMALL PUBLIC WORKS CONSTRUCTION CONTRACT**

THIS Agreement is dated the \_\_\_\_\_ day of June, 2011, and is made and entered into by CITY OF BLACK DIAMOND, WASHINGTON ("CITY") and Watson Asphalt Paving Co., Inc. ("CONTRACTOR") for the following project:

Asphalt planing, patching and overaly of approximately 2,400 LF of SE 288<sup>th</sup> Street from 224<sup>th</sup> Ave SE west to 216<sup>th</sup> Avenue SE ("PROJECT").

The City and Contractor agree as follows:

**1. Contract Documents.** The Contractor shall do all work, furnish all tools, material, and equipment, and complete the construction of the Project in accordance with the Contract Documents. The Contract Documents consist of the following in order of precedence:

- a. Written change orders for changes in the work issued after execution of this Agreement;
- b. This Agreement signed by the City and Contractor;
- c. Bid Proposal;
- d. Construction Documents; and
- e. 2010 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, All references in the Standard Specifications to the terms "State", "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "City of Black Diamond".

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work materials clearly implied in the Contract even if the Cotntract does not mention it specifically. If any part of the Contract requires work that does not include a description of how the work will be performed, the work shall be performed in accordance with standard trade practices.

**2. Date of Commencement and Substantial Completion Date.** See the Special Provisions 1-08.5. The Contractor shall submit any requests for time extensions to the City in writing no later than seven days after the delay occurs. To be considered by the City, the request shall be in sufficient detail (as determined by the Engineer) to enable the City to ascertain the basis and amount of the time requested. The request shall include an updated schedule that supports the request and demonstrates that the change or event: (1) had a

specific impact on the critical path, and except in cases of concurrent delay, was the sole cause of such impact, and (2) could not have been avoided by resequencing of the work or by using other reasonable alternatives. The City will evaluate and respond within seven days of receiving the request. The authorized time for physical completion will be extended for a period equal to the time the Engineer determines the work was delayed because of: (1) Adverse weather causing the time requested to be unworkable; (2) any action, neglect, or default of the City, its officers, or employees, or of any other contractor employed by the City; (3) Fire or other casualty for which the Contractor is not responsible; (4) Strikes; (5) Exceptional causes not specifically identified in items 1 through 4, provided the request letter proves the Contractor had no control over the cause of the delay and could have done nothing to avoid or shorten it.

**3. Contract Sum.** Subject to additions and deductions by change order, the contract sum shall include all items and services necessary for the proper execution and completion of the Project and as outlined in the Bid Proposal.

**4. Liquidated Damages.** Timely performance and completion of the Project is essential to the City and time limits are of the essence. In the event Contractor fails to complete the work by the completion date, plus any authorized extensions thereof, the Contractor shall pay the City liquidated damages in the amount of \$500.00 for each calendar day of delay in completion of the Project. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

**5. 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.

**6. Payment.** Each month after commencement of the Project, Contractor shall make a request for payment for work done during the preceding month. 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. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

**7. Retainage.** Pursuant to RCW 60.28, a sum of five (5) percent 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.

**8. 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 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.

**9. Warranty.** Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract.

**10. Correction of Work.** Contractor shall promptly correct Work rejected by the City as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after substantial completion, correct work not conforming to the requirements of the Contract Documents. 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.

**11. 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.

**12. Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the

Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. 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.

B. 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.

C. 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 respect 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.

D. 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 wells as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of ther Subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the Work. The policies shall provide such waivers by endorsement or otherwise.

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

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 of the City, the Contractor shall provide evidence of such insurance.

13. **Prevailing Wage Requirements.** The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in King County. No payment will be made on this contract until the Contractor and each and every subcontractor has submitted a "Statement of Intent to Pay Prevailing Wages" (LI 700-29) that has been approved by the industrial statistician of the Department of Labor and Industries. No final payment or release of any retainage will be made until the Contractor and each and every 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. Prevailing wage rates may be found on the Department of Labor and Industries website:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

The Contractor shall post the prevailing rate of wage statement in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020. The "Statement of Intent to Pay Prevailing Wages" shall include:

1. The Contractor's registration certificate number; and
2. The prevailing wage rate for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Statements of intent to pay prevailing wages and affidavits of wages paid shall be on forms approved by the Department of Labor and Industries.

**14. 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.

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

**16. Notice.** Any notices required to be given by the City to Contractor or by Contractor to the City shall be in writing and delivered to the parties at the following addresses:

The City:

Dan Dal Santo  
24301 Roberts Drive  
P.O. Box 599  
Black Diamond, WA 98010

Phone: (360) 886-2560  
Fax: (360) 886-2592

Contractor:

\_\_\_\_\_  
Watson Asphalt Paving Co., Inc.  
P.O. Box 845  
Redmond, WA 98073

Phone: (425) 868-4377  
Fax: (425) 868-4104

**17. 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.

**18. 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.

**19. 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.

CITY OF BLACK DIAMOND

WATSON ASPHALT PAVING CO.,  
INC.

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

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

Name: Rebecca Olness

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

Title: Mayor

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

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

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

## 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.*

Monie 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  
PO Box 599  
Black Diamond, WA 98010

Project: 2011 Overlay Project, SE 288th Street  
Bid Opening: May 26, 2011

City of Black Diamond PO Box 599 Black Diamond, WA 98010										
Project: 2011 Overlay Project, SE 288th Street Bid Opening: May 26, 2011			Bidder & Address		Watson Asphalt PO Box 845 Redmond, WA 98073		Lakeridge Paving PO Box 8500 Covington, WA 98042		Northwest Asphalt PO Box 2260 Renton, WA 98058	
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	1-04	Minor Change	CALC	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	1-09	Mobilization	LS	1	\$6,325.00	\$6,325.00	\$1,800.00	\$1,800.00	\$2,700.00	\$2,700.00
3	1-10	Project Temporary Traffic Control	LS	1	\$4,830.00	\$4,830.00	\$5,548.00	\$5,548.00	\$2,205.00	\$2,205.00
4	4-04	Crushed Surfacing Top Course	TON	200	\$12.00	\$2,400.00	\$38.46	\$7,692.00	\$28.37	\$5,674.00
5	2-02	Planing Bituminous Pavement for Pavement Repair Areas	SY	1325	\$4.15	\$5,498.75	\$5.85	\$7,751.25	\$6.00	\$7,950.00
6	5-04	Planing Bituminous Pavement	SY	190	\$4.15	\$788.50	\$7.29	\$1,385.10	\$6.00	\$1,140.00
7	5-04	HMA Cl. 1/2 In. PG 64-22 for Overlay	TON	850	\$71.45	\$60,732.50	\$71.40	\$60,690.00	\$79.33	\$67,430.50
8	5-04	HMA Cl. 1/2 In. PG 64-22 for Pavement Repair	TON	150	\$117.30	\$17,595.00	\$104.86	\$15,729.00	\$97.29	\$14,593.50
9	8-09	Raised Pavement Marker Type 2	HUNDRED	1.2	\$385.00	\$462.00	\$630.00	\$756.00	\$400.00	\$480.00
10	8-13	Monument Case and Cover	EA	1	\$350.00	\$350.00	\$300.00	\$300.00	\$400.00	\$400.00
11	8-22	Paint Line	LF	7200	\$0.21	\$1,512.00	\$0.25	\$1,800.00	\$0.25	\$1,800.00
TOTAL CONTRACT AMOUNT BID					\$105,493.75		\$108,451.35		\$109,373.00	

There were no errors in bidding

Staff Report  
SE 288<sup>th</sup> Street Overlay Project  
216<sup>th</sup> Ave. to 224<sup>th</sup> Ave.

BID PROCESS:

As a project eligible to be bid under Small Works guidelines, the City selected contractors from the Municipal Small Works Roster (MRSCRosters.org). Bid invitations and bid materials were sent out to seven contractors selected off of the MRSC Roster on May 17, 2011. The City received five bids. Watson Asphalt Paving Co., Inc. was the low bidder at \$105,493.75. The engineer's estimate for construction was \$120,192.

PROJECT BUDGET:

The City has a grant from TIB which will cover 90% of the project costs. The City will cover the other 10%. The original amount budgeted for the project was \$112,388 (\$101,149 from TIB, \$11,239 City match). Attached is the breakdown:

EXPENSES:

Plans & Specs in kind (City)  
Bid Amount: \$105,493  
Engineering Review: \$ 600  
Attorney Review: \$ 1,000  
Testing: \$ 600

**ESTIMATED TOTAL PROJECT COST: \$107,693**

FUNDING:

Upon bid award, TIB adjusts their contribution to match the project bid, as outlined below:

TIB Grant: \$ 96,924  
City Match: \$ 10,769  
**TOTAL: \$107,693**

CONTRACTOR:

The low bidder, Watson Asphalt Paving Co., Inc. of Redmond, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. The low bidder has not claimed bid error and no formal bidding protests have been recorded. We have verified the low bidder, Watson Asphalt Paving Co., Inc. of Redmond, Washington, has met the responsibility criteria.

Based on our evaluation, City Staff recommends that this project be awarded to Watson Asphalt Paving Co., Inc., PO Box 845, Redmond, Washington 98073. The State Transportation Improvement Board (TIB) has issued a letter stating that the City can award the contract (attached).

INSPECTION AND PROJECT MANAGEMENT:

The City staff will provide the inspections, project management and project administration.

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution No. 11-757, authorizing the Mayor to execute an Interlocal Agreement with the Washington State Department of Fish and Wildlife to provide concrete boat ramp planks.</b>	<b>Agenda Date: June 16, 2011</b>		<b>AB11-039</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	X	
	Economic Devel. – Andy Williamson		X
	Police – Jamey Kiblinger		
Cost Impact: \$17,250	Court – Stephanie Metcalf		
Fund Source: Parks Capital Improvement	Comm. Dev. – Steve Pilcher		
Timeline: August 2011			
<b>Attachments: Resolution No. 11-757, Interlocal Agreement, Picture</b>			
<b>Summary:</b>  <p>The City is planning to reconstruct the boat ramp at Lake Sawyer this summer during the low water period. After investigating various designs, Public Works would like to reconstruct the City's boat ramp according to the Washington State Fish and Wildlife standard design method. Fish and Wildlife makes their own concrete boat ramp planks and brackets in their shop in Lacey.</p> <p>This interlocal agreement will allow the City of Black Diamond to purchase the boat ramp planks from Fish and Wildlife. Given that these planks are a specialty item and are not a standard purchase item from concrete fabrication companies, the availability of the concrete boat ramp planks is considered a sole source purchase.</p> <p>The contract documents will specify that the city is supplying the concrete planks and the contractor performing the installation will arrange for pick up and trucking from Fish and Wildlife. The attached picture shows the planks at a Fish and Wildlife facility on American Lake during the final phases of construction.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 11-757, authorizing the Mayor to execute an interlocal agreement with Washington State Department of Fish and Wildlife for the purchase of 20 concrete boat ramp planks and appurtenances for \$17,250 substantially in the form of the attached.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 16, 2011			

**RESOLUTION NO. 11-757**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL  
AGREEMENT WITH THE WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE FOR THE  
PURCHASE OF TWENTY CONCRETE BOAT RAMP  
PLANKS AND APPURTENANCES FOR LAKE SAWYER.**

**WHEREAS**, the City is planning to reconstruct the boat ramp at Lake Sawyer this summer during the low water period; and

**WHEREAS**, the City would like to reconstruct the boat ramp according to the Washington State Department of Fish and Wildlife standard design method; and

**WHEREAS**, Fish and Wildlife makes their own concrete boat ramp planks and brackets in their shop in Lacey; and

**WHEREAS**, these boat ramp planks are a specialty item that can only be purchased through Fish and Wildlife;

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

**Section 1.** Authorizing the Mayor to execute an interlocal agreement with the Washington State Department of Fish and Wildlife for the purchase of twenty concrete boat ramp planks and appurtenances for Lake Sawyer for \$17,250 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 16TH DAY OF JUNE, 2011.**

CITY OF BLACK DIAMOND:

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

Attest:

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

AGREEMENT FOR PROCUREMENT OF GOODS  
Between  
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE  
And  
CITY OF BLACK DIAMOND

THIS AGREEMENT is by and between the City of Black Diamond, hereinafter referred to as "City" and the Washington State Department of Fish and Wildlife, hereinafter referred to as "WDFW" who mutually agree as follows:

1. The City and WDFW desire to enter into this Agreement for WDFW to provide 20 launch planks for the City of Black Diamond in accordance with this agreement.
2. PICK-UP OF MATERIALS: WDFW shall complete manufacturing of the launch planks and make launch planks and other deliverables available for pick up by the City at the WDFW Lacey Construction Shop on Carpenter Road, Lacey Washington on a time and date to be mutually agreed upon, but no later than August 1, 2011.
3. DELIVERABLES: WDFW will provide the following:
  - a. Twenty (20) four foot by twelve foot concrete boat ramp panels according to WDFW standards.
  - b. All needed connection hardware; to include 38 flat and L brackets, and all needed nuts, bolts and washers.
4. CONSIDERATION: The maximum consideration payable to WDFW for performance under this Agreement shall not exceed \$17,250. WDFW will give notice to the City as soon as practicable in the event that WDFW determines that the maximum amount set forth herein will be exceeded.
5. CONTRACT COORDINATION: The Public Works Director, Seth Boettcher, of the City of Black Diamond PO Box 599, 24301 Roberts Drive, Black Diamond, Washington 98010, 360.886.2560, and Bill Phillips, Assistant Director of Capital and Asset Management Program, of WDFW, 600 Capitol Way N, Olympia, Washington 98501-1091, 360.902.8382, or their successors, will provide assistance and guidance to the other party necessary for the performance of this agreement.
6. INDEMNIFICATION: Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this contract.

- IN WITNESS WHEREOF: City of Black Diamond and WDFW have signed this Agreement.

# CITY OF BLACK DIAMOND

Rebecca Olness, Mayor  
City of Black Diamond





# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution No. 11-758, authorizing the purchase of Topcon GRS-1 GPS unit and appurtenances from The PPI Group in Kent</b>	<b>Agenda Date: June 16, 2011</b>		<b>AB11-040</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		X
	Police – Jamey Kiblinger		
Cost Impact: \$16,054.23	Court – Stephanie Metcalf		
Fund Source: Grant and Equipment funds	Comm. Dev. – Steve Pilcher		
Timeline: June 2011			
<b>Attachments: Resolution No. 11-758, Quote from PPI, GPS Equipment Purchase Discussion</b>			
<p><b>SUMMARY STATEMENT:</b></p> <p>The City has identified a need for in-house accurate mapping. The Topcon GRS-1 GPS unit has the ability to give the City the accuracy it desires in mapping the City's infrastructure (outfalls, manholes, valves, mainlines, street signs, fire hydrants, etc.).</p> <p>City staff has consulted several suppliers and other jurisdictions and has learned that the Topcon unit is excellent. It will give horizontal and vertical accuracy to within 1 inch, which will be important to maintenance staff for locating specific components of the City's infrastructure.</p> <p>Staff has already partaken in a demo from PPI, and the cost includes field training.</p>			
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> Public Works Committee is recommending approval.</p>			
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to adopt Resolution No. 11-758, authorizing the Mayor to purchase a Topcon GRS-1 GPS unit from The PPI Group in Kent for the Public Works Department.</b></p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 16, 2011			

**RESOLUTION NO. 11-758**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO PURCHASE A TOPCON GRS-1 GPS UNIT AND APPURTENANCES FROM THE PPI GROUP IN KENT.**

**WHEREAS**, the City would like to develop an in-house mapping system; and

**WHEREAS**, the Topcon GRS-1 GPS unit will give the City the desired accuracy for mapping its infrastructure; and

**WHEREAS**, The PPI Group in Kent is an authorized reseller of the Topcon GRS-1GPS unit; and

**WHEREAS**, the Public Works Department has funds available from a grant expiring June 30, 2011 and from various equipment funds;

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

**Section 1.** Authorizing the Mayor to purchase a Topcon GRS-1 GPS unit from The PPI Group in Kent for the Public Works Department.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF JUNE, 2011.**

CITY OF BLACK DIAMOND:

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

Attest:

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

# GPS Equipment Purchase Discussion

The City has identified a need for accurate in-house mapping. A **Global Positioning System (GPS)** provides accurate locations without the services of a surveyor. The Topcon GRS-1 GPS unit has the ability to give the City the accuracy it desires in mapping the City's infrastructure (outfalls, manholes, valves, mainlines, street signs, fire hydrants, etc.).

City staff has consulted several suppliers and other jurisdictions and has learned that the Topcon unit is excellent. It will give horizontal and vertical accuracy to within 1 inch, which will be important to maintenance staff for locating specific components of the City's infrastructure.

## **Initial Projects**

1. Map private storm system components
2. Map and record street sign information
3. Make corrections and additions to Water, Sewer, and Storm System maps as needed
4. Use the GPS to locate and mark utilities in the field
5. Set locations for the buoys for easier relocation to the right spot if they get moved

## **Benefits**

This GPS equipment will provide the city with the tool to:

1. Keep the City maps updated and improve the accuracy;
2. Locate and map new infrastructure not yet mapped (street signs);
3. Locate and mark underground utilities;
4. Produce our own "as built" drawings of city projects rather than hiring a surveyor;
5. Build inventory information for City on the ground assets. Pictures can be attached; inspection reports can be linked, etc.

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Ordinance No. 11-961, Repealing and Re-enacting Chapter 19.30 relating to preservation of trees</b>	<b>Agenda Date: June 16, 2011</b>		<b>AB11-041</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	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: N/A	Natural Resources – Aaron Nix	X	
Fund Source: N/A	Comm. Dev. – Steve Pilcher	X	
Timeline: N/A			
<b>Attachments: Ordinance No. 11-961 clean and markup versions</b>			
<b>SUMMARY STATEMENT:</b>  <p>Before Council are revisions to Chapter 19.30 Tree Preservation Code, of the Black Diamond Municipal Code. Due to comments received from the public, the City Council thought that it was important to make some adjustments to the current code language. The code has made its way through the Planning Commission (01/12/10) and the Parks/Cemetery Committee (02/26/10, 4/30/10, 05/27/10 and 08/13/10). In addition, due to changes made in the code throughout this process several public hearings were held to hear from the public. Before you is an updated version with changes made from comments from the last study session and a clean copy for your review.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION: MOTION to adopt Ordinance No. 11-961, relating to preservation of trees; repealing and re-enacting Chapter 19.30 of the Black Diamond Municipal Code; providing for severability; and establishing an effective date.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 16, 2011			

# CITY OF BLACK DIAMOND WASHINGTON

## ORDINANCE NO. 11-961

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**AN ORDINANCE OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, RELATING TO PRESERVATION OF  
TREES; REPEALING AND RE-ENACTING CHAPTER  
19.30 OF THE BLACK DIAMOND MUNICIPAL CODE;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING  
AN EFFECTIVE DATE**

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WHEREAS, the City Council finds that trees and woodlands are an important asset to the natural ecosystem, beneficially contribute to the character of the community and positively influence the quality of life in the City; and

WHEREAS, the City Council further finds that conventional development without specific regulations to protect natural resources frequently encroaches upon, damages or eliminates important trees, other forms of vegetation and natural resources and that these trees, if preserved and maintained in an undisturbed and natural condition, constitute important physical, aesthetic, recreation and economic assets to residents of the City, visitors, businesses and the general public; and

WHEREAS, the City Council further finds that tree conservation is a cost effective method of reducing air pollution in urban environments, can reduce storm water runoff and lessen erosion by anchoring soil, and filter pollutants before reaching waterways, can protect wildlife habitat, reduce noise and energy consumption, and can improve physical and psychological health through the aesthetic, restorative qualities of natural, scenic settings; and

WHEREAS, City Council finds that tree conservation can yield tangible economic benefits including increased land value; lower heating and cooling costs; greater appeal to tourists, employers, and employees; and reducing costs for engineered alternatives to manage pollution; and

WHEREAS, in 2008, the City Council adopted City Ordinance No. 866 creating the "Tree Preservation Code" of the City with the objective to reduce tree loss during construction and development; reduce indiscriminate removal and destruction of trees; and to mitigate tree loss by requiring replacement of trees; and

WHEREAS, the City desires to amend the Tree Preservation Code to provide for additional measures for the conservation and preservation of significant trees by, among other things, adopting site development guidelines, clarifying the exemptions from the requirements of the Tree Preservation Code, modifying the ratio for replacement of significant trees that are

removed, establishing a process for a variance from the requirements of the Tree Preservation Code, adopting requirements for the maintenance of replacement trees, providing for additional remedial measures, and amending the enforcement provisions; and

WHEREAS, the City Council finds that it is in the best interests of the public health, safety and welfare to amend the Tree Preservation Code as set forth herein;

NOW, THEREFORE, the City Council of the City of Black Diamond, Washington, do ordain as follows:

Section 1. Repeal and Re-enactment of BDMC Chapter 19.30 (Tree Preservation).  
Chapter 19.30 of the Black Diamond Municipal Code is hereby repealed in its entirety and re-enacted as set forth below:

**19.30.010 Intent**

A. The City recognizes the importance of trees for the benefits they provide to property values and to the environment. Trees stabilize soil and control water pollution, conserve energy, reduce storm water runoff, improve air quality, provide habitat to and protect wildlife, improve the appearance of the community, provide buffering and screening, provide shade and wind protection, conserve water supplies, and preserve the forested character of the Pacific Northwest that citizen's value. Preserving trees in large quantities also contributes to a reduction in global warming.

B. The objectives of this chapter include reducing tree loss during construction and development; reducing indiscriminate removal and destruction of trees; mitigating tree loss by requiring replacement of trees; and protecting significant and heritage trees.

C. It is further the intent of this chapter that it be interpreted in a manner that is consistent with the applicable provisions of BDMC Ch. 18.72 (Landscaping).

**19.30.020 Applicability**

Except as provided pursuant to BDMC 19.30.050 (Exemptions), the requirements of this chapter shall apply to any removal of a significant tree or heritage tree, and shall apply, without limitation, any time of any land alteration, whether pursuant to a permit for clearing, grading, land alteration, land disturbance, building construction or land development, or on an existing developed site.

**19.30.030 Definitions**

The following definitions shall apply in the interpretation and enforcement of this Chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. If specific provisions of law, regulation or rule referred to herein be renumbered or re-codified, then the reference shall be read to refer to the renumbered or re-codified provision.

Caliper: Standard for trunk diameter measurement of nursery stock. Caliper measurement of the trunk shall be taken six inches above the ground.

Critical Root Zone – An area equal to 1-foot radius from the base of the tree's trunk for each 1 inch of the diameter at 4.5 feet above grade (Referred to as diameter a breast height (DBH)).

Development: Land disturbing activities, including Class IV – general forest practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structures; the installation of utilities; creation or addition of impervious surfaces; the expansion of a building footprint or addition or replacement of a structure.

Drip Line: An area encircling the base of a tree delineated by a vertical line descending from the outer limit of a tree's branch tips to the ground.

Heritage Tree: A tree of unique significance to the community that may be associated with historic figures, events or properties; be of rare or unusual species; or may have aesthetic value worthy of preservation for the health and general welfare of the community.

Lot: Lot shall have the same meaning as that term is given pursuant to BDMC 17.08.010.

Significant Tree: Any healthy tree that is at least six (6) inches diameter at breast height, excepting nonsignificant trees. A tree growing with multiple stems shall be considered significant if at least one of the stems, as measured at a point six (6) inches from where the stems digress from the main trunk, is at least four (4) inches in diameter. Any tree that is planted to fulfill requirements of this chapter shall be considered significant, regardless of size or species.

Nonsignificant Tree: any tree under six (6) inches diameter at breast height or those included on the following list, regardless of size:

1. Black locust (*Robinia pseudoacacia*);
2. Cottonwood (*Populus freemontii*);
3. Native alder (Native *Alnus* only);
4. Native willow (Native *Salix* only);
5. Lombardy poplar (*Populus nigra*).

Site: The portion of a single lot, or two or more contiguous lots that are under common ownership or documented legal control, which lot(s) is (are) directly subject to development.

Site Improvements: Changes to a site resulting from development.

#### **19.30.040      Retention of Significant Trees**

A. Permit Required. No person, corporation, agency or other entity shall remove any significant tree, as defined in this chapter, without first obtaining a tree removal permit pursuant to this

chapter; provided that, a permit shall not be required for situations specifically exempted by this chapter.

B. General Site Design Guidelines. Site improvements associated with land development shall be designed and constructed to meet the following guidelines:

1. The site design incorporates trees as a site amenity, and reflects a strong emphasis on tree protection.
2. To the extent possible, forested sites retain their forested look, value, and function after development. Trees should be protected within vegetated islands and stands rather than as individual, isolated trees scattered throughout the site.
3. Site improvements should be designed to give priority to protection of trees with the following characteristics, functions, or location:
  - a. Existing stands of healthy trees;
  - b. Healthy trees that have a reasonable chance of survival once the site is developed or will not pose a threat to life or property;
  - c. Trees that have a screening function or provide relief from glare, blight, commercial or industrial harshness;
  - d. Trees providing habitat value, such as riparian habitat;
  - e. Trees within the required yard setbacks or around the site perimeter;
  - f. Trees having a significant land stability function;
  - g. Trees adjacent to public parks and open space.
  - h. Trees that are significant trees or heritage trees.
4. Building footprints, parking areas, roadways, utility corridors and other structures are designed and located with a consideration of tree protection opportunities.
5. The project grading plans accommodate existing trees and avoid alteration to grades around existing significant trees.
6. Required open space and recreational space is designed and located to protect existing stands of trees.
7. The site design and landscape plans provide suitable locations and adequate area for replacement trees as required in BDMC 19.30.070, Tree Replacement.
8. In considering trees for protection, avoid selecting trees that may become hazardous because of wind gusts, including trees adjacent to utility corridors where falling trees may cause power outages or other damage. Remaining trees may be susceptible to blow downs because of loss of a buffer from other trees, grade changes affecting the tree health and stability and/or the presence of buildings in close proximity.
9. The landscape requirements set forth in BDMC Ch. 18.72, when applicable.
10. To the extent possible, without reducing development densities from those indicated in the comprehensive plan, the site improvements and landscape plans should be designed to give priority to protection of significant trees and heritage trees.
11. In the event that a proposed site design will result in retainage of less than twenty (20) percent of all significant trees within the site, not including wetlands and sensitive areas and their associated buffers, alternative site designs should be evaluated and considered to determine if an alternative design will better achieve the values, objectives, and guidelines set forth in this chapter without reducing development densities.



### **19.30.050 Exemptions**

The following actions are exempt from the requirements of BDMC 19.30.040, 19.30.060, 19.30.070, 19.30.080 and 19.30.090:

A. Emergency removal of any hazardous significant trees necessary to remedy an imminent threat to persons or property;

B. Removal of significant trees within or adjacent to public rights-of-way or easements, at the direction of the City, for the protection of the public safety (such as obstructions inhibiting visibility at intersections) or for the improvement of the public rights-of-way or easements;

C. Removal of obviously dead or diseased trees. Prior to removal of an obviously dead or diseased significant tree, the property owner or person in control of the property shall file an exemption application for tree removal with the Community Development Department and request exemption from the requirement to obtain a tree removal permit. The Mayor or his/her designee may grant an exemption upon satisfaction that the significant tree is dead or diseased and should be removed. In cases where conflicts arise regarding the condition or health of a tree, the City can require the applicant to submit a certified arborist's report to the City. The certified arborist report shall identify the tree or trees and the condition and health of the tree, including whether or not the diseased tree should be removed. The certified arborist and the arborist's report must be submitted and approved by the City prior to tree removal. The cost for the certified arborist shall be borne entirely by the applicant;

D. The owner or person in control of a lot may remove no more than six (6) significant trees under (16) inches diameter at breast height, in any period of thirty-six (36) consecutive months. Prior to removal, the owner, or person in control of the lot, shall file an exemption application for tree removal with the Community Development Department and request exemption from the requirement to obtain a tree removal permit. The Mayor or his/her designee may grant an exemption from the permit requirement subject to the following conditions:

1. There is no current application for development on the subject lot;
2. The tree(s) is (are) not within, an easement protecting a regulated critical area, a designated primary or secondary open space or a required buffer area;
3. At least two significant trees must remain on each lot; and
4. Removal of the trees will not reduce the density of significant trees on the lot below the density approved as part of the landscape plan pursuant to BDMC 19.30.060(C).

E. Trees that have been grown for the purpose of sales of Christmas trees or commercial landscaping materials by commercial nurseries and tree farms; and

F. Harvesting with a Class II or Class III or Class IV forest practices permit issued by the Washington State Department of Natural Resources under RCW 76.09.050. Provided that, land use and building permits may be denied in accordance with RCW Ch. 76.09 for six years from the date of approval of a Class II or Class III or Class IV forest practices permit.

### **19.30.060 Tree Removal Permits**

A. **Tree Removal Permit Required.** A tree removal permit is required for the removal of significant trees unless the tree removal is exempt from the permit requirements of this Chapter. No person shall remove a significant tree except pursuant to a tree removal permit lawfully issued pursuant to this Chapter or pursuant to an exemption granted herein. All applications for a tree removal permit shall be filed with the Community Development Department using a form provided by the City. The tree removal permit fee shall be set by resolution or ordinance of the City Council.

B. **Persons Authorized to Apply.** No person may apply for a tree removal permit under this Chapter unless that person is the owner or person in control of the property or has been otherwise authorized in writing by the property owner to apply for the tree removal permit on behalf of the property owner.

C. **Tree Plan Required.** All applications for a tree removal permit under this Chapter, for which there is no exemption or request for an exemption, shall include a tree plan showing the location, species, size of new trees to be planted, the schedule for replanting, and the location of any significant tree to be removed. Unless otherwise provided in a level I or Level II tree plan, replanting shall take place no later than one year after the tree removal permit is issued. A tree plan for significant tree removal when associated with the development or redevelopment of property, shall meet the following requirements and standards, and may be incorporated within the landscaping plan if such a plan is required pursuant to BDMC Chapter 18.72:

1. **Redevelopment/Level I Tree Plan.** A Level I Tree Plan is required for changes to existing development, including all residential, commercial, industrial or institutional sites that involve a land disturbance or expansion of buildings or impervious surface. The following information shall be provided as part of the plan:
  - a. A site plan showing all proposed development or expansion of structures, parking, driveways, roadways, lanes, sidewalks and pathways, and retaining walls;
  - b. The site plan will show all significant trees located within the site subject to development and shall depict those significant trees to be retained in order to meet the guidelines of BDMC 19.30.040(B); and
  - c. Planting plan including location, species, size of new trees to be planted and a schedule for replanting.
2. **New Development/Level II Tree Plan.** A Level II Tree Plan is required for new development, including residential, commercial, industrial or institutional developments that involve land disturbance, parking areas, roads, buildings, or other construction. The contents of the Tree Plan must be certified by a certified professional forester, arborist, or landscape architect and must provide the following information:
  - a. Information required for a Level I Plan;
  - b. Description of off-site trees that could be affected by proposed activity; and

- c. In the event that the proposed tree plan will result in retainage of fewer than twenty (20) percent of all significant trees within the site, not including wetlands and sensitive areas and their associated buffers, the tree plan shall include a description of alternative site designs that were evaluated and considered by the applicant to provide greater protection of significant trees and a detailed explanation of why such alternative site designs were rejected.

D. All significant trees within any required perimeter planting area, sensitive area, wetland, buffer, designated primary or secondary open space, or native growth protection area shall be retained, except for driveways, lanes, or streets necessary for access as approved by the City. In all other areas, site improvement design should integrate significant trees into required landscaping.

E. The determination to deny, approve, or approve with conditions a Tree Removal Permit shall be made by the Mayor or his/her designee based upon the requirements and guidelines set forth in this Chapter. Permit applications shall be processed as a type 1 application in accordance with the requirements for type 1 applications set forth at BMC Ch. 18.08; provided that, if the application is made in conjunction with another development permit application with a higher level decision, the application shall be processed in accordance with the procedures applicable to the higher level decision.

#### **19.30.070 Tree Replacement**

A. Each application for a tree removal permit shall require a tree replacement plan. With the exception of significant trees that are relocated, each significant tree removed shall be replaced by new trees on a 1:1 removal to replacement ratio.

B. Replacement trees shall be planted on the site from which significant trees are removed. If on-site replacement is not feasible, an off-site location may be approved by the City Administrator.

C. Replacement trees must meet the following criteria:

1. Native trees are preferred over non-native trees;
2. New trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;
3. New trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements and marked appropriately;
4. New trees must be located away from areas where damage is likely;
5. Deciduous replacement trees shall be a minimum of one and half (1.5) inch in caliper, evergreen trees shall be a minimum of six (6) feet in height; and
6. The time period for planting of replacement trees shall conform to standards for transplanting trees as set forth in ANSI A300, part 6, as now exists or may hereafter be amended, or such other comparable standard as may be approved by the Mayor or his/her designee.

7. Trees shall be watered as necessary to ensure survival and growth during their first two growing seasons after planting. Dead trees shall be replaced within the two-year planting period to ensure survival.

D. The City shall create a "Significant Tree Removal Mitigation Fund". An applicant for a tree removal permit can, at the election of the applicant, pay a tree removal mitigation fee in the amount of \$500 for each tree removed into the removal mitigation fund in lieu of replacement. These funds will be maintained by the City and utilized in replanting projects throughout the City of Black Diamond and for the designation and protection of heritage trees, as determined by the City.

#### **19.30.080 Protection of Trees During Construction**

A. During land alteration and construction, in order to provide for the protection and health of retained significant trees, the applicant shall utilize the best management practices for tree protection as set forth in the *Best Management Practices Guidebook for the Pacific Northwest* published by Oregon State University, © 2009, or such other manual or standards generally accepted in the industry and approved by the Mayor or his/her designee.

B. Unless alternative best management practices for tree protection are approved by the Mayor or his/her designee, the following best management practices shall be applied to protect trees during land alteration or construction activities:

1. An area of prohibited disturbance, generally corresponding to the critical root zone, shall be identified prior to the construction stage of significant trees and all heritage trees to be protected prior to any land disturbance.

2. Tree protective fencing shall be a minimum of four feet high and be highly visible. Signs must be posted on the fence reading "Tree Protection Area."

3. Trees to be retained shall be watered appropriately during and immediately after construction and shall be protected from erosion and sedimentation.

4. The grade shall not be changed within 5 feet of the drip line of all heritage trees and the significant trees to be preserved, nor shall any impervious surface be installed within 5 feet of the drip line of any heritage trees or the significant trees to be preserved.

5. Directional felling shall be used to avoid damaging any heritage trees or significant trees designated for protection.

C. If during redevelopment activities on a site, an applicant proposes to remove a significant tree in lieu of compliance with the best management practices set forth in subsection B, the Mayor or his/her designee may approve alternative best management practices for tree protection to the extent reasonably necessary to retain the significant tree impacted by such activities.

#### **19.30.090 Maintenance.**

A. All required replacement trees and relocated trees shown on an approved tree removal permit shall be maintained in healthy condition by the property owner, and the person in control of the property, throughout the duration of the work necessary to complete all site improvements, unless otherwise approved by the Mayor or his/her designee in a subsequent tree removal permit.

**B. Cutting and Pruning.**

1. Heritage trees and significant shall not be topped. Topping is defined as the severe cutting back of limbs to stubs larger than 3" in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Significant and heritage trees severely damaged by storms or other causes or certain trees under utility wires or other obstructions, where other pruning practices are impractical are exempt from this prohibition.

2. Street trees shall be cut or pruned only under the supervision of the City of Black Diamond Public Works Department.

3. Pruning and maintenance of Heritage trees and significant trees shall be consistent with best management practices in the field of arboriculture and further the long-term health of the tree. Pruning shall mean the selective removal of portions of branches from a tree so as to modify the tree(s) shape or profile or alter the tree's appearance.

4. Thinning or windowing of significant or heritage trees shall not be allowed unless necessary to protect life or property or where other pruning practices are impractical because of the tree has been severely damaged by storms or other causes or for certain trees under utility wires.

**19.30.100 Enforcement.**

A. Application of BDMC Chapter 8.02. The provisions of this Chapter shall constitute a regulation within the meaning of BDMC 8.02.020, a violation of which is subject to the code enforcement provisions and penalties set forth at BDMC Chapter 8.02 together with the code enforcement provisions, penalties and remedies set forth in BDMC Chapter 19.30.

B. Abatement. In cases where significant trees are removed without a required tree removal permit, corrective action shall include the requirement that each tree removed shall be replaced with the number of replacement trees, based on Diameter at Breast Height (DBH), as set forth in the following table:

Size of Tree Removed (DBH)	Number of Replacement Trees Required
6" – 9"	3
9" – 12"	4
12" – 16"	5
>16"	6

In the alternative to tree replacement, corrective action may include a requirement for payment in to the Significant Tree Removal Mitigation Fund the amount of \$500.00 for each replacement tree that would be required in accordance with the tree replacement ratios set forth in the above table.

C. Replacement trees shall meet the requirements of BDMC 19.30.070(C).

D. Monetary Penalties. Any person found to have removed a significant tree in violation of BDMC 19.30.060 or found to have damaged a significant tree or heritage tree in violation of BDMC 19.30.090 or BDMC 19.30.100, shall be subject to a monetary penalty in the amount of \$1,000 for each such violation.

### **19.30.110 Heritage Trees**

The purpose of the heritage tree designation is to recognize trees with a unique significance to the community, to establish a register of these trees, and to provide additional means for their protection. Heritage trees may be associated with historic figures, events or properties; be of rare or unusual species; or may have aesthetic value worthy of preservation for the health and general welfare of the community.

A. The City shall maintain a heritage tree register and map, which may be amended at any time pursuant to the process in this section.

1. Trees can be nominated for designation by individual citizens, community groups, city staff, or any board or commission of the City.

2. Staff shall review an application, obtain consent in writing of the affected property owner, and make a recommendation to the City Council, which shall have the final authority for designating heritage trees.

3. Trees designated as heritage trees shall be classified as follows:

a. Historical – a tree which by virtue of its age, its association with or contribution to a historical structure or district, or its association with a noted citizen or historical event;

b. Specimen – age, size, health and quality factors combine to qualify the tree as unique among the species in Black Diamond and Washington State;

c. Rare – one or very few of a kind, or is unusual in some form of growth or species;  
and

d. Significant grove – outstanding rows or groups of trees that impact the City's landscape.

B. Upon receipt of a nomination, the Mayor or his/her designee shall review the request and provide mailed notice of the nomination to the property owner and provide other public notice such as to invite public comment for a period of not less than ten (10) days. The director shall inspect the tree, consider public comments, and formulate a recommendation to the City Council for its consideration at a regular City Council meeting no less than 60 days after the nomination is made.

C. Each property owner who has one or more registered heritage trees shall be notified by first class mail of the designation within thirty (30) days of the City Council's action. The City may file such written designation for record with the King County Recorder's Office.

D. The City, with the consent of the Property Owner, may place an informational sign or marker at or near the location of the heritage tree to inform the public of its designation as a heritage tree.

E. Heritage tree declassification. Any heritage tree may be removed from heritage tree status upon approval of the City Council following the written request of the property owner; provided that, if the request is made because the tree is of poor health, diseased or no longer alive, the request may be approved by the Mayor or his/her designee.

1. The request shall be filed with the Community Development Department. If the request for decertification is based upon the health of the tree, and a visual inspection by the Mayor or his/her designee cannot establish that the tree is dead, diseased, or hazardous, the applicant shall pay for an outside certified arborist or forester to make a determination. If it is determined that the tree is dead, diseased, or otherwise hazardous and cannot be saved, the director may approve the removal. If the tree is determined to be healthy, or with treatable infestation or infection, the Mayor or his/her designee may deny the permit.

2. In its evaluation of whether to declassify a heritage tree, the City Council shall consider the following:

- a. if the tree may be considered hazardous according to this chapter;
- b. if the tree no longer meets the criteria for initial designation as specified in subsection (A) of this section;
- c. retention of the tree would make reasonable use of the property allowed under the current zoning district impractical or impossible in that development would not be allowed to meet the maximum density/intensity allowed by that zoning district.

F. Heritage trees warrant protection from unnecessary removal. No person may remove a heritage tree except as provided in BDMC 19.30.110. Any person removing a heritage tree shall be subject to a \$2,000 monetary penalty and may be required to replace each removed heritage tree in accordance with the ratios identified in BDMC 19.30.100(B).

G.. Protection of Heritage Trees. Heritage trees represent a valuable and irreplaceable public resource. It is therefore in the public interest and a policy of the City to identify, protect and preserve such trees. The City will consider development and implementation of programs to carry out such policies when resources are made available to do so. Such programs may include, but are not limited to, preservation and protection of heritage trees through protective covenants, easements, and dedications.

#### **19.30.120. Duty not creating liability.**

Nothing in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state

or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED** BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY OF BLACK DIAMOND

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Rebecca Olness, Mayor



ATTEST/AUTHENTICATED:

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Brenda Martinez, City Clerk

Approved as to form:

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Chris D. Bacha  
Kenyon Disend,  
City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Ordinance No.  
Date of Publication:  
Effective Date:

CITY OF BLACK DIAMOND  
WASHINGTON

ORDINANCE NO. \_\_\_\_

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**AN ORDINANCE OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, RELATING TO PRESERVATION OF  
TREES; REPEALING AND RE-ENACTING CHAPTER  
19.30 OF THE BLACK DIAMOND MUNICIPAL CODE;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING  
AN EFFECTIVE DATE**

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WHEREAS, the City Council finds that trees and woodlands are an important asset to the natural ecosystem, beneficially contribute to the character of the community and positively influence the quality of life in the City; and

WHEREAS, the City Council further finds that conventional development without specific regulations to protect natural resources frequently encroaches upon, damages or eliminates important trees, other forms of vegetation and natural resources and that these trees, if preserved and maintained in an undisturbed and natural condition, constitute important physical, aesthetic, recreation and economic assets to residents of the City, visitors, businesses and the general public; and

WHEREAS, the City Council further finds that tree conservation is a cost effective method of reducing air pollution in urban environments, can reduce storm water runoff and lessen erosion by anchoring soil, and filter pollutants before reaching waterways, can protect wildlife habitat, reduce noise and energy consumption, and can improve physical and psychological health through the aesthetic, restorative qualities of natural, scenic settings; and

WHEREAS, City Council finds that tree conservation can yield tangible economic benefits including increased land value; lower heating and cooling costs; greater appeal to tourists, employers, and employees; and reducing costs for engineered alternatives to manage pollution; and

WHEREAS, in 2008, the City Council adopted City Ordinance No. 866 creating the "Tree Preservation Code" of the City with the objective to reduce tree loss during construction and development; reduce indiscriminate removal and destruction of trees; and to mitigate tree loss by requiring replacement of trees; and

WHEREAS, the City desires to amend the Tree Preservation Code to provide for additional measures for the conservation and preservation of significant trees by, among other things, adopting site development guidelines, clarifying the exemptions from the requirements of the Tree Preservation Code, modifying the ratio for replacement of significant trees that are

removed, establishing a process for a variance from the requirements of the Tree Preservation Code, adopting requirements for the maintenance of replacement trees, providing for additional remedial measures, and amending the enforcement provisions; and

WHEREAS, the City Council finds that it is in the best interests of the public health, safety and welfare to amend the Tree Preservation Code as set forth herein;

NOW, THEREFORE, the City Council of the City of Black Diamond, Washington, do ordain as follows:

Section 1. Repeal and Re-enactment of BDMC Chapter 19.30 (Tree Preservation).  
Chapter 19.30 of the Black Diamond Municipal Code is hereby repealed in its entirety and re-enacted as set forth below:

**19.30.010 Intent**

A. The City recognizes the importance of trees for the benefits they provide to property values and to the environment. Trees stabilize soil and control water pollution, conserve energy, reduce storm water runoff, improve air quality, provide habitat to and protect wildlife, improve the appearance of the community, provide buffering and screening, provide shade and wind protection, conserve water supplies, and preserve the forested character of the Pacific Northwest that citizen's value. Preserving trees in large quantities also contributes to a reduction in global warming.

B. The objectives of this chapter include reducing tree loss during construction and development; reducing indiscriminate removal and destruction of trees; mitigating tree loss by requiring replacement of trees; and protecting significant and heritage trees.

C. It is further the intent of this chapter that it be interpreted in a manner that is consistent with the applicable provisions of BDMC Ch. 18.72 (Landscaping).

**19.30.020 Applicability**

Except as provided pursuant to BDMC 19.30.050 (Exemptions), the requirements of this chapter shall apply to any removal of a significant tree or heritage tree, and shall apply, without limitation, any time of any land alteration, whether pursuant to a permit for clearing, grading, land alteration, land disturbance, building construction or land development, or on an existing developed site.

**19.30.030 Definitions**

The following definitions shall apply in the interpretation and enforcement of this Chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. If specific provisions of law, regulation or rule referred to herein be renumbered or re-codified, then the reference shall be read to refer to the renumbered or re-codified provision.

Caliper: Standard for trunk diameter measurement of nursery stock. Caliper measurement of the trunk shall be taken six inches above the ground. Caliper of the trunk shall be the trunk diameter measured at DBH (Diameter at Breast Height), which is four and one-half feet above grade.

Critical Root Zone – An area equal to 1-foot radius from the base of the tree's trunk for each 1 inch of the diameter at 4.5 feet above grade (Referred to as diameter at breast height (DBH)).

Development: Land disturbing activities, including Class IV – general forest practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structures; the installation of utilities; creation or addition of impervious surfaces; the expansion of a building footprint or addition or replacement of a structure.

Drip Line: An area encircling the base of a tree delineated by a vertical line descending from the outer limit of a tree's branch tips to the ground.

Heritage Tree: A tree of unique significance to the community that may be associated with historic figures, events or properties; be of rare or unusual species; or may have aesthetic value worthy of preservation for the health and general welfare of the community.

Lot: Lot shall have the same meaning as that term is given pursuant to BDMC 17.08.010.

Significant Tree: Any healthy tree that is at least six (6) inches diameter at breast height in caliper, excepting nonsignificant trees. A tree growing with multiple stems shall be considered significant if at least one of the stems, as measured at a point six (6) inches from where the stems digress from the main trunk, is at least four (4) inches in diameter. Any tree that is planted to fulfill requirements of this chapter shall be considered significant, regardless of size or species.

Nonsignificant Tree: any tree under six (6) inches diameter at breast height-caliper or those included on the following list, regardless of size:

1. Black locust (*Robinia pseudoacacia*);
2. Cottonwood (*Populus fremontii*);
3. Native alder (Native *Alnus* only);
4. Native willow (Native *Salix* only);
5. Lombardy poplar (*Populus nigra*).

Site: The portion of a single lot, or two or more contiguous lots that are under common ownership or documented legal control, which lot(s) is(are) directly subject to development.

Site Improvements: Changes to a site resulting from development.

#### **19.30.040 Retention of Significant Trees**

A. Permit Required. No person, corporation, agency or other entity shall remove any significant tree, as defined in this chapter, without first obtaining a tree removal permit pursuant to this chapter; provided that, a permit shall not be required for situations specifically exempted by this chapter.

B. General Site Design Guidelines. Site improvements associated with land development shall be designed and constructed to meet the following guidelines:

1. The site design incorporates trees as a site amenity, and reflects a strong emphasis on tree protection.

2. To the extent possible, forested sites retain their forested look, value, and function after development. Trees should be protected within vegetated islands and stands rather than as individual, isolated trees scattered throughout the site.

3. Site improvements should be designed to give priority to protection of trees with the following characteristics, functions, or location:

- a. Existing stands of healthy trees;
- b. Healthy trees that have a reasonable chance of survival once the site is developed or will not pose a threat to life or property;
- c. Trees that have a screening function or provide relief from glare, blight, commercial or industrial harshness;
- d. Trees providing habitat value, such as riparian habitat;
- e. Trees within the required yard setbacks or around the site perimeter;
- f. Trees having a significant land stability function;
- g. Trees adjacent to public parks and open space.
- h. Trees that are significant trees or heritage trees.

4. Building footprints, parking areas, roadways, utility corridors and other structures are designed and located with a consideration of tree protection opportunities.

5. The project grading plans accommodate existing trees and avoid alteration to grades around existing significant trees.

6. Required open space and recreational space is designed and located to protect existing stands of trees.

7. The site design and landscape plans provide suitable locations and adequate area for replacement trees as required in BDMC 19.30.070, Tree Replacement.

8. In considering trees for protection, avoid selecting trees that may become hazardous because of wind gusts, including trees adjacent to utility corridors where falling trees may cause power outages or other damage. Remaining trees may be susceptible to blow downs because of loss of a buffer from other trees, grade changes affecting the tree health and stability and/or the presence of buildings in close proximity.

9. The landscape requirements set forth in BDMC Ch. 18.72, when applicable.

10. To the extent possible, without reducing development densities from those indicated in the comprehensive plan, the site improvements and landscape plans should be designed to give priority to protection of significant trees and heritage trees.

11. In the event that a proposed site design will result in retainage of less than twenty (20) percent of all significant trees within the site, not including wetlands and sensitive areas and their associated buffers, alternative site designs should be evaluated and considered to determine if an

alternative design will better achieve the values, objectives, and guidelines set forth in this chapter without reducing development densities.

#### **19.30.050 Exemptions**

The following actions are exempt from the requirements of BDMC 19.30.040, 19.30.060, 19.30.070, 19.30.080 and 19.30.090:

A. Emergency removal of any hazardous significant trees necessary to remedy an imminent threat to persons or property;

B. Removal of significant trees within or adjacent to public rights-of-way or easements, at the direction of the City, for the protection of the public safety (such as obstructions inhibiting visibility at intersections) or for the improvement of the public rights-of-way or easements;

C. Removal of obviously dead or diseased trees. Prior to removal of an obviously dead or diseased significant tree, the property owner or person in control of the property shall file an exemption application for tree removal with the Community Development Department and request exemption from the requirement to obtain a tree removal permit. The Mayor or his/her designee, may grant an exemption upon satisfaction that the significant tree is dead or diseased and should be removed. In cases where conflicts arise regarding the condition or health of a tree, the City can require the applicant to submit a certified arborist's report to the City. The certified arborist report shall identify the tree or trees and the condition and health of the tree, including whether or not the diseased tree should be removed. The certified arborist and the arborist's report must be submitted and approved by the City prior to tree removal. The cost for the certified arborist shall be borne entirely by the applicant;

D. The owner or person in control of a lot may remove no more than six (6) significant trees under (16) inches diameter at breast height in caliper, in any period of thirty-six (36) consecutive months. Prior to removal, the owner, or person in control of the lot, shall file an exemption application for tree removal with the Community Development Department and request exemption from the requirement to obtain a tree removal permit. The Mayor or his/her designee, may grant an exemption from the permit requirement subject to the following conditions:

1. There is no current application for development on the subject lot;
2. The tree(s) is (are) not within, an easement protecting a regulated critical area, a designated primary or secondary open space or a required buffer area;
3. At least two significant trees must remain on each lot; and
4. Removal of the trees will not reduce the density of significant trees on the lot below the density approved as part of the landscape plan pursuant to BDMC 19.30.060(C).

E. Trees that have been grown for the purpose of sales of Christmas trees or commercial landscaping materials by commercial nurseries and tree farms; and

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F. Harvesting with a Class II or Class III or Class IV forest practices permit issued by the Washington State Department of Natural Resources under RCW 76.09.050. Provided that, land use and building permits may be denied in accordance with RCW Ch. 76.09 for six years from the date of approval of a Class II or Class III or Class IV forest practices permit.

#### **19.30.060 Tree Removal Permits**

A. Tree Removal Permit Required. A tree removal permit is required for the removal of significant trees unless the tree removal is exempt from the permit requirements of this Chapter. No person shall remove a significant tree except pursuant to a tree removal permit lawfully issued pursuant to this Chapter or pursuant to an exemption granted herein. All applications for a tree removal permit shall be filed with the Community Development Department using a form provided by the City. The tree removal permit fee shall be set by resolution or ordinance of the City Council.

B. Persons Authorized to Apply. No person may apply for a tree removal permit under this Chapter unless that person is the owner or person in control of the property or has been otherwise authorized in writing by the property owner to apply for the tree removal permit on behalf of the property owner.

C. Tree Plan Required. All applications for a tree removal permit under this Chapter, for which there is no exemption or request for an exemption, shall include a tree plan showing the location, species, size of new trees to be planted, the schedule for replanting, and the location of any significant tree to be removed. Unless otherwise provided in a level I or Level II tree plan, replanting shall take place no later than one year after the tree removal permit is issued. A tree plan for significant tree removal when associated with the development or redevelopment of property, shall meet the following requirements and standards, and may be incorporated within the landscaping plan if such a plan is required pursuant to BDMC Chapter 18.72:

1. Redevelopment/Level I Tree Plan. A Level I Tree Plan is required for changes to existing development, including all residential, commercial, industrial or institutional sites that involve a land disturbance or expansion of buildings or impervious surface. The following information shall be provided as part of the plan:
  - a. A site plan showing all proposed development or expansion of structures, parking, driveways, roadways, lanes, sidewalks and pathways, and retaining walls;
  - b. The site plan will show all significant trees located within the site subject to development and shall depict those significant trees to be retained in order to meet the guidelines of BDMC 19.30.040(B); and
  - c. Planting plan including location, species, size of new trees to be planted and a schedule for replanting.
2. New Development/Level II Tree Plan. A Level II Tree Plan is required for new development, including residential, commercial, industrial or institutional developments that involve land disturbance, parking areas, roads, buildings, or other construction. The

contents of the Tree Plan must be completed ~~certified~~ by a certified professional forester, arborist, or landscape architect and must provide the following information:

- a. Information required for a Level I Plan;
- b. Description of off-site trees that could be affected by proposed activity; and
- c. In the event that the proposed tree plan will result in retainage of fewer than twenty (20) percent of all significant trees within the site, not including wetlands and sensitive areas and their associated buffers, the tree plan shall include a description of alternative site designs that were evaluated and considered by the applicant to provide greater protection of significant trees and a detailed explanation of why such alternative site designs were rejected.

D. All significant trees within any required perimeter planting area, sensitive area, wetland, buffer, designated primary or secondary open space, or native growth protection area shall be retained, except for driveways, lanes, or streets necessary for access as approved by the City. In all other areas, site improvement design should integrate significant trees into required landscaping.

E. The determination to deny, approve, or approve with conditions a Tree Removal Permit shall be made by the Mayor or his/her designee based upon the requirements and guidelines set forth in this Chapter. Permit applications shall be processed as a type I application in accordance with the requirements for type I applications set forth at BMC Ch. 18.08; provided that, if the application is made in conjunction with another development permit application with a higher level decision, the application shall be processed in accordance with the procedures applicable to the higher level decision.

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#### **19.30.070 Tree Replacement**

A. Each application for a tree removal permit shall require a tree replacement plan. With the exception of significant trees that are relocated, each significant tree removed shall be replaced by new trees on a 1:1 removal to replacement ratio.

B. Replacement trees shall be planted on the site from which significant trees are removed. If on-site replacement is not feasible, an off-site location may be approved by the City Administrator.

C. Replacement trees must meet the following criteria:

1. Native trees are preferred over non-native trees;
2. New trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;
3. New trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements and marked appropriately;
4. New trees must be located away from areas where damage is likely;
5. Deciduous replacement trees shall be a minimum of one and half (1.5) inch in caliper (DBH), evergreen trees shall be a minimum of six (6) feet in height; and



6. The time period for planting of replacement trees shall conform to standards for transplanting trees as set forth in ANSI A300, part 6, as now exists or may hereafter be amended, or such other comparable standard as may be approved by the Mayor or his/her designee.

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7. Trees shall be watered as necessary to ensure survival and growth during their first two growing seasons after planting. Dead trees shall be replaced within the two-year planting period to ensure survival.

D. The City shall create a "Significant Tree Removal Mitigation Fund". An applicant for a tree removal permit can, at the election of the applicant, pay a tree removal mitigation fee in the amount of \$500 for each tree removed into the removal mitigation fund in lieu of replacement. These funds will be maintained by the City and utilized in replanting projects throughout the City of Black Diamond and for the designation and protection of heritage trees, as determined by the City.

#### 19.30.080 Protection of Trees During Construction

A. During land alteration and construction, in order to provide for the protection and health of retained significant trees, the applicant shall utilize the best management practices for tree protection as set forth in the *Best Management Practices Guidebook for the Pacific Northwest* published by Oregon State University, © 2009, or such other manual or standards generally accepted in the industry and approved by the Mayor or his/her designee.

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B. Unless alternative best management practices for tree protection are approved by the Mayor or his/her designee, the following best management practices shall be applied to protect trees during land alteration or construction activities:

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1. An area of prohibited disturbance, generally corresponding to the critical root zone, shall be identified prior to the construction stage. ~~Tree protective fencing shall be installed along the outer edge and completely surrounds the drip line of significant trees and all heritage trees to be protected prior to any land disturbance.~~

2. Tree protective fencing shall be a minimum of four feet high and be highly visible. Signs must be posted on the fence reading "Tree Protection Area."

3. Trees to be retained shall be watered appropriately during and immediately after construction and shall be protected from erosion and sedimentation.

4. The grade shall not be changed within 5 feet of the drip line of all heritage trees and the significant trees to be preserved, nor shall any impervious surface be installed within 5 feet of the drip line of any heritage trees or the significant trees to be preserved.

5. Directional felling shall be used to avoid damaging any heritage trees or significant trees designated for protection.

C. If during redevelopment activities on a site, an applicant proposes to remove a significant tree in lieu of compliance with the best management practices set forth in subsection B, the

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Mayor or his/her designee may approve alternative best management practices for tree protection to the extent reasonably necessary to retain the significant tree impacted by such activities.

#### **19.30.090 Maintenance.**

A. All required replacement trees and relocated trees shown on an approved tree removal permit shall be maintained in healthy condition by the property owner, and the person in control of the property, throughout the duration of the work necessary to complete all site improvements, unless otherwise approved by the Mayor or his/her designee in a subsequent tree removal permit.

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#### **B. Cutting and Pruning.**

1. Heritage trees and significant shall not be topped. Topping is defined as the severe cutting back of limbs to stubs larger than 3" in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Significant and heritage trees severely damaged by storms or other causes or certain trees under utility wires or other obstructions, where other pruning practices are impractical are exempt from this prohibition.

2. Street trees shall be cut or pruned only under the supervision of the City of Black Diamond Public Works Department.

3. Pruning and maintenance of Heritage trees and significant trees shall be consistent with best management practices in the field of arboriculture and further the long-term health of the tree. Pruning shall mean the selective removal of portions of branches from a tree so as to modify the tree(s) shape or profile or alter the tree's appearance.

4. Thinning or windowing of significant or heritage trees shall not be allowed unless necessary to protect life or property or where other pruning practices are impractical because of the tree has been severely damaged by storms or other causes or for certain trees under utility wires.

#### **19.30.100 Enforcement.**

A. Application of BDMC Chapter 8.02. The provisions of this Chapter shall constitute a regulation within the meaning of BDMC 8.02.020, a violation of which is subject to the code enforcement provisions and penalties set forth at BDMC Chapter 8.02 together with the code enforcement provisions, penalties and remedies set forth in BDMC Chapter 19.30.

B. Abatement. In cases where significant trees are removed without a required tree removal permit, corrective action shall include the requirement that each tree removed shall be replaced with the number of replacement trees, based on Diameter at Breast Height (DBH), as set forth in the following table:

Size of Tree Removed (DBH)	Number of Replacement Trees Required
6" – 9"	3
9" – 12"	4
12" – 16"	5
>16"	6

In the alternative to tree replacement, corrective action may include a requirement for payment in to the Significant Tree Removal Mitigation Fund the amount of \$500.00 for each replacement tree that would be required in accordance with the tree replacement ratios set forth in the above table.

C. Replacement trees shall meet the requirements of BDMC 19.30.070(C).

D. Monetary Penalties. Any person found to have removed a significant tree in violation of BDMC 19.30.060 or found to have damaged a significant tree or heritage tree in violation of BDMC 19.30.090 or BDMC 19.30.100, shall be subject to a monetary penalty in the amount of \$1,000 for each such violation.

### **19.30.110 Heritage Trees**

The purpose of the heritage tree designation is to recognize trees with a unique significance to the community, to establish a register of these trees, and to provide additional means for their protection. Heritage trees may be associated with historic figures, events or properties; be of rare or unusual species; or may have aesthetic value worthy of preservation for the health and general welfare of the community.

A. The City shall maintain a heritage tree register and map, which may be amended at any time pursuant to the process in this section.

1. Trees can be nominated for designation by individual citizens, community groups, city staff, or any board or commission of the City.

2. Staff shall review an application, obtain consent in writing of the affected property owner, and make a recommendation to the City Council, which shall have the final authority for designating heritage trees.

3. Trees designated as heritage trees shall be classified as follows:

a. Historical – a tree which by virtue of its age, its association with or contribution to a historical structure or district, or its association with a noted citizen or historical event;

b. Specimen – age, size, health and quality factors combine to qualify the tree as unique among the species in Black Diamond and Washington State;

c. Rare – one or very few of a kind, or is unusual in some form of growth or species; and

d. Significant grove – outstanding rows or groups of trees that impact the City's landscape.

B. Upon receipt of a nomination, the Mayor or his/her designee shall review the request and provide mailed notice of the nomination to the property owner and provide other public notice such as to invite public comment for a period of not less than ten (10) days. The director shall inspect the tree, consider public comments, and formulate a recommendation to the City Council for its consideration at a regular City Council meeting no less than 60 days after the nomination is made.

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C. Each property owner who has one or more registered heritage trees shall be notified by first class mail of the designation within thirty (30) days of the City Council's action. The City may file such written designation for record with the King County Recorder's Office.

D. The City, with the consent of the Property Owner, may place an informational sign or marker at or near the location of the heritage tree to inform the public of its designation as a heritage tree.

E. Heritage tree declassification. Any heritage tree may be removed from heritage tree status upon approval of the City Council following the written request of the property owner; provided that, if the request is made because the tree is of poor health, diseased or no longer alive, the request may be approved by the Mayor or his/her designee.

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1. The request shall be filed with the Community Development Department. If the request for decertification is based upon the health of the tree, and a visual inspection by the Mayor or his/her designee cannot establish that the tree is dead, diseased, or hazardous, the applicant shall pay for an outside certified arborist or forester to make a determination. If it is determined that the tree is dead, diseased, or otherwise hazardous and cannot be saved, the director may approve the removal. If the tree is determined to be healthy, or with treatable infestation or infection, the Mayor or his/her designee may deny the permit.

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2. In its evaluation of whether to declassify a heritage tree, the City Council shall consider the following:

- a. if the tree may be considered hazardous according to this chapter;
- b. if the tree no longer meets the criteria for initial designation as specified in subsection (A) of this section;
- c. retention of the tree would make reasonable use of the property allowed under the current zoning district impractical or impossible in that development would not be allowed to meet the maximum density/intensity allowed by that zoning district.

F. Heritage trees warrant protection from unnecessary removal. No person may remove a heritage tree except as provided in BDMC 19.30.110. Any person removing a heritage tree shall be subject to a \$2,000 monetary penalty and may be required to replace each removed heritage tree in accordance with the ratios identified in BDMC 19.30.100(B).

G.. Protection of Heritage Trees. Heritage trees represent a valuable and irreplaceable public resource. It is therefore in the public interest and a policy of the City to identify, protect and preserve such trees. The City will consider development and implementation of programs to carry out such policies when resources are made available to do so. Such programs may include, but are not limited to, preservation and protection of heritage trees through protective covenants, easements, and dedications.

#### **19.30.120. Duty not creating liability.**

Nothing in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON**  
THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY OF BLACK DIAMOND

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

ATTEST/AUTHENTICATED:

---

Brenda Martinez, City Clerk

Approved as to form:

---

Chris D. Bacha  
Kenyon Disend,  
City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Ordinance No.  
Date of Publication:  
Effective Date:

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution 11-759, approving Special Events Permits for the Lake Sawyer Community Club's annual 4<sup>th</sup> of July activities.</b>	<b>Agenda Date: June 16, 2011</b>		<b>AB11-042</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		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: ~\$900.00	Court – Stephanie Metcalf		
Fund Source: LSCC	Comm. Dev. – Steve Pilcher	X	
Timeline: July 2-5, 2011			
<b>Attachments: Resolution 11-759, Applications, Staff Comments</b>			
<b>SUMMARY STATEMENT:</b>  <p>The Lake Sawyer Community Club (LSCC) annually sponsors a “fun run” and fireworks display in conjunction with the 4<sup>th</sup> of July. This year, LSCC has requested police presence throughout the duration of the fun run. The race course includes both city streets and passes through Lake Sawyer Regional Park. Due to the extended time commitment, the Police Department will be charging for the use of officers during this event.</p> <p>LSCC has also requested to use the Regional Park as a staging area for its annual 4<sup>th</sup> of July fireworks display. This will require use of a portion of the park over a period of three days. On Sunday July 3<sup>rd</sup>, floating rafts will be moved to the park area and basic fireworks launching pads would be constructed. On July 4<sup>th</sup>, Mountain View Fireworks Display will load the launching tubes with fireworks during the day and at approx. 7:00 p.m., the rafts will be towed to the center of the lake in preparation for the display. On Tuesday, July 5<sup>th</sup>, the fireworks launching pads will be disassembled at the park and the rafts will be moved back to their storage area.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: NA			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 11-759, approving Special Event Permits 11-007 and 11-008 for the Lake Sawyer Community Club's 4<sup>th</sup> of July activities.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 16, 2011			

**RESOLUTION NO. 11-759**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
APPROVING SPECIAL EVENT PERMITS FOR THE LAKE  
SAWYER COMMUNITY CLUB 4<sup>th</sup> OF JULY ACTIVITIES**

**WHEREAS**, the City regulates special events that occur on public property in order to protect the public health, safety and welfare; and

**WHEREAS**, Black Diamond Municipal Code 2.59.040 requires City Council approval for any special event that exceeds one day in duration and

**WHEREAS**, the Lake Sawyer Community Club has requested the City authorize its annual fun run around Lake Sawyer on July 2, 2011, which course uses both public streets and Lake Sawyer Regional Park (SEP11-0007); and

**WHEREAS**, the Lake Sawyer Community Club has also requested to use Lake Sawyer Regional Park as a staging area for its annual fireworks show, which will require use of the Park over a period of three days (SEP11-0008); and

**WHEREAS**, City staff has reviewed the proposed activities and placed conditions on the permits to protect the public interest and recuperate City expenses; and

**WHEREAS**, the City Council recognizes the importance of events sponsored by community organizations

**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 the approval of Special Event Permits SEP11-0007 and SEP11-0008 for the Lake Sawyer Community Club 4<sup>th</sup> of July activities.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JUNE, 2011.**

CITY OF BLACK DIAMOND:

---

Rebecca Olness, Mayor

Attest:

---

Brenda L. Martinez, City Clerk





## SPECIAL EVENT APPLICATION

COMMUNITY DEVELOP.

MAY 20 2011

RECEIVED

PERMIT#

SEP11-0007

### EVENT INFORMATION

EVENT NAME: LAKE SAWYER COMMUNITY CLUB "FUN RUN"

EVENT LOCATION: ROADS AROUND LAKE SAWYER

(If structures will be erected and/or street ROW used, please attach (3) drawings noting locations and dimensions.)

EVENT TYPE: ☐ Exhibition ☐ Protest ☒ Run/Walk ☐ Dance ☐ Festival ☐ Concert ☐ Party  
(Check all that apply) ☐ Wedding ☐ Drama ☐ Parade ☐ Other ☐

DATE OF EVENT: JULY 2, 2011 HOURS: 10:00 - 11:30

PURPOSE OF EVENT: PROMOTE EXERCISE AND COMMUNITY INVOLVEMENT BY RUNNING, WALKING OR BIKING AROUND LAKE SAWYER

EST. ATTENDANCE: Participants 40 Spectators 20 Volunteers/Personnel 15  
CITY BUS. LICENSE #: \_\_\_\_\_ (participating commercial vendors will also require a City license)

PARKING PLANS: LSCC COMMUNITY CLUB PARKING LOT AND STREET PARKING  
(Please provide a drawing unless you are using an existing parking lot with sufficient stalls.)

FACILITIES TO BE USED: ☒ City Park ☐ Lake Sawyer ☐ Sidewalk ☒ Street ☐ Private Property  
(If using private property, you must provide proof that you have permission unless you are the owner.) - SEE ATTACHED

CITY ASSISTANCE REQUIRED: ☒ Police ☐ Fire ☐ Public Works ☐ Other \_\_\_\_\_

Describe: POLICE AT 10:00 AM AT START AND PATROLLING 224TH AT 10:30 - 11:00 AM  
(Police and Fire services require a written agreement that must be submitted with the event application.)

INSURANCE COMPANY: NON PROFIT INSURANCE PROGRAM  
(Proof of Ins. required naming City of Black Diamond as co-insured if event is taking place on City property.)

FOOD TO BE SERVED: ☐ YES ☒ NO If yes, provide copy of Health Dept approval/license.

SOUND SYSTEM: ☐ YES ☒ NO

(If liquor and music are provided a Cabaret license may be required.)

SANITATION PLANS (Sani-cans, hand washing stations, etc): CLUB HOUSE  
CAMB. HOUSE TOILETS

PRODUCTS OR SERVICES TO BE SOLD: ☐ YES ☒ NO If yes, what? \_\_\_\_\_

ADMISSION FEE: ☐ YES ☒ NO If yes, how much? \_\_\_\_\_

HAS THE EVENT BEEN PREVIOUSLY PRODUCED? ☒ YES ☐ NO PREVIOUS DATE: 6/26/2010

ANY CHANGES FROM PREVIOUS EVENT? ☐ YES ☒ NO If yes, list changes: \_\_\_\_\_

### APPLICANT INFORMATION

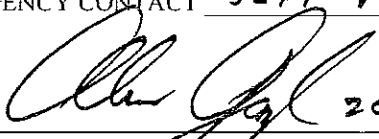
APPLICANT: ALAN GANGL ORGANIZATION: LAKE SAWYER COMMUNITY CLUB

MAILING ADDRESS: P.O. BOX 191 BLACK DIAMOND, WA 98010

CONTACT PHONE: (206) 949-0999 FAX (253) 880-0185

EMAIL ADDRESS: ALAN@FOXNUVA.COM, COM

EMERGENCY CONTACT JEFF MURRILL PHONE (253) 350-2553

 2011 PRESIDENT 5/18/11  
SIGNATURE OF APPLICANT DATE

*Additional information or requirements may be requested. Please allow 3 - 4 weeks for processing.*

# Lake Sawyer July 4, 2011 Celebration

Boat Parade Theme: "Disney Movies"

Saturday, July 2<sup>nd</sup>

Annual Fun Run, Walk, Bike

10:00 AM

LSCC Clubhouse  
29006 216<sup>th</sup> Ave SE

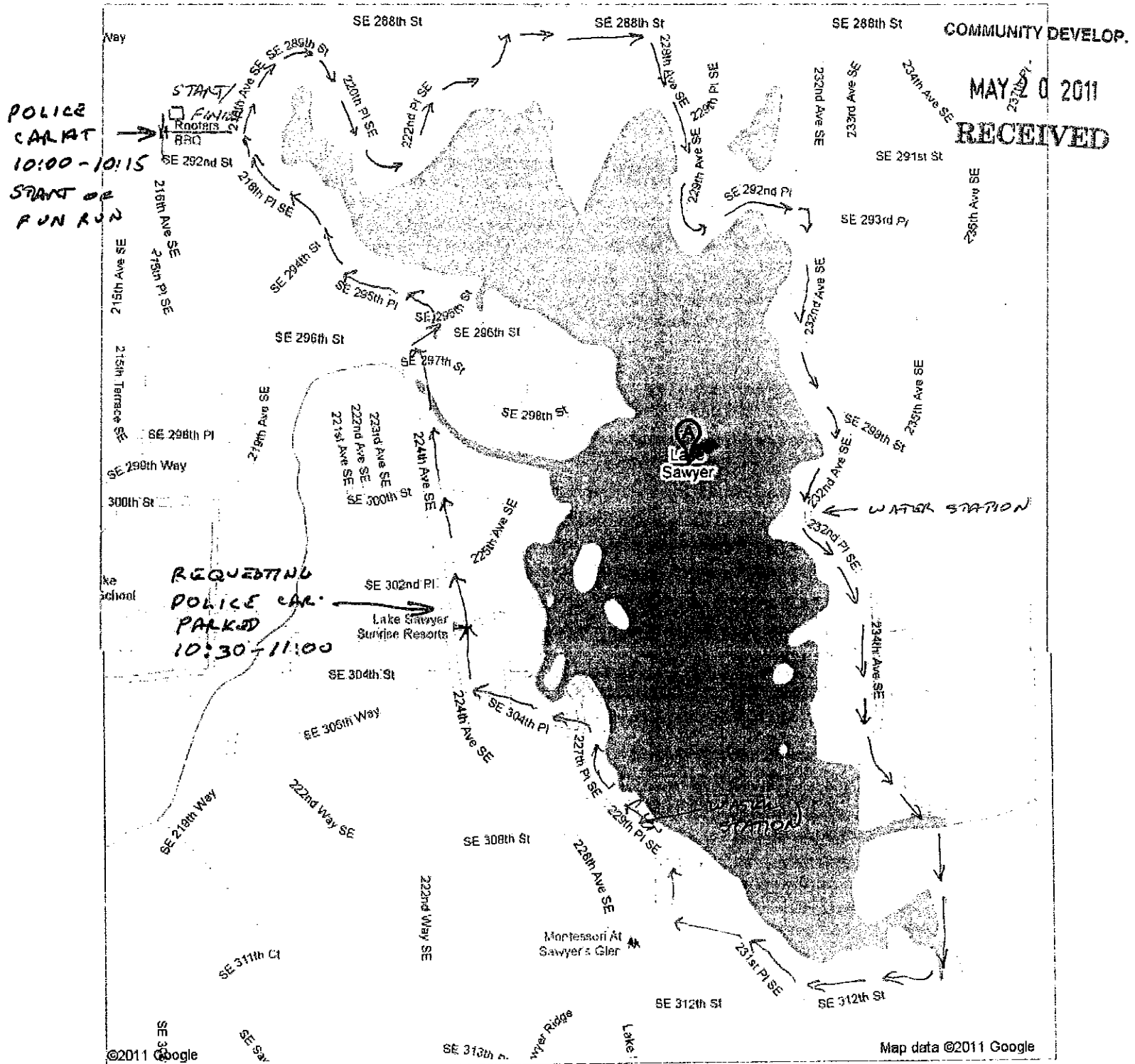


Join us for the 18<sup>th</sup> annual Fun Run, Walk or Bike around Lake Sawyer. The course is 5.2 miles long; the race is held rain or shine, and begins promptly at 10:00 AM so come early to check in and sign up. Children under age 10 must be accompanied by an adult and all cyclists must adhere to the rules of the road and wear helmets. Bikers will begin first with runners and walkers following. Participants will be asked to sign a liability waiver at check-in and a parent must sign for minors. Please contact an LSCC board member for information or if you wish to help. LSCC members will participate for free with non-members paying \$5. T-shirts will be provided courtesy of the LSCC.

Each year LSCC seeks the permission of the landowners and residents at the southeast end of the Lake for permission to use their property for the annual Fun Run around the lake. Palmer Coking Coal Co. has once again graciously agreed. Please remember that this land is private and there is no permission to use this route other than the June Fun Run date provided through a Special Use Permit. At all other times during the year please respect their property and privacy rights. Please note NO SMOKING will be permitted on Palmer land. Thank you.

COMMUNITY DEVELOP.  
MAY 20 2011  
RECEIVED

Notes Lake Sawyer Community Club  
Fun Run, Bike or Walk  
Saturday July 2, 2011  
Starts at 10:00am  
From the LSCC Clubhouse



# Non Profit Insurance Program CERTIFICATE OF INSURANCE

ISSUE DATE: 05/16/2011

MAY 20 2011  
RECEIVED

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
CANFIELD & ASSOCIATES 451 DIAMOND DRIVE EPHRATA, WASHINGTON 98823 PHONE (509) 754-2027 FAX (509) 754-3406	GENERAL LIABILITY American Alternative Insurance Corporation  AUTOMOBILE LIABILITY American Alternative Insurance Corporation
INSURED	PROPERTY American Alternative Insurance Corporation
Lake Sawyer Community Club P.O. Box 191 Black Diamond, WA 98010	MISCELLANEOUS PROFESSIONAL LIABILITY

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	N1-A2-RL-0000013-03	06/01/2011	06/01/2012	PER OCCURRENCE PER MEMBER AGGREGATE PRODUCT-COMP/OP PERSONAL & ADV. INJURY ANNUAL POOL AGGREGATE	\$5,000,000 \$10,000,000 \$5,000,000 \$5,000,000 \$50,000,000
(LIABILITY IS SUBJECT TO A \$25,000 SIR PAYABLE FROM POOL FUNDS)					
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO	N1-A2-RL-0000013-03	06/01/2011	06/01/2012	COMBINED SINGLE LIMIT ANNUAL POOL AGGREGATE	\$5,000,000 NONE
(LIABILITY IS SUBJECT TO A \$ 25,000 SIR PAYABLE FROM POOL FUNDS)					
<b>PROPERTY</b>					
	N1-A2-RL-0000013-03	06/01/2011	06/01/2012	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC ANNUAL POOL AGGREGATE	\$50,000,000 \$1,000,000 \$1,000,000 NONE
(PROPERTY IS SUBJECT TO A \$ 25,000 SIR PAYABLE FROM POOL FUNDS)					
<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>					
		06/01/2011	06/01/2012	PER CLAIM ANNUAL POOL AGGREGATE	
(LIABILITY IS SUBJECT TO A \$ SIR PAYABLE FROM POOL FUNDS)					

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding the 4th of July event. City of Black Diamond is named as an Additional Insured regarding this event only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached.

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Black Diamond P.O. Box 599 Black Diamond, WA 98010	Angela Eloff

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### SCHEDULE

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s)
City of Black Diamond P.O. Box 599 Black Diamond, WA 98010
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



COMMUNITY DEVELOP.

MAY 20 2011

SPECIAL EVENT APPLICATION

RECEIVED

PERMIT#

SEP11-0008

EVENT INFORMATION

EVENT NAME: LAKE SAWYER COMMUNITY CLUB JULY 4TH ACTIVITIES

EVENT LOCATION: LAKE SAWYER

(If structures will be erected and/or street ROW used, please attach (3) drawings noting locations and dimensions.)

EVENT TYPE: ☒ Exhibition ☐ Protest ☐ Run/Walk ☐ Dance ☐ Festival ☐ Concert ☐ Party  
(Check all that apply) ☐ Wedding ☐ Drama ☒ Parade ☐ Other ☒ FIREWORKS

DATE OF EVENT: JULY 4, 2011 HOURS: 8:00 AM TO 11:00 PM

PURPOSE OF EVENT: JULY 4TH, INDEPENDENCE DAY CELEBRATION  
WATSKI EXHIBITION, BOAT PARADE, FIREWALK DISPLAY

EST. ATTENDANCE: Participants VARIES Spectators VARIES Volunteers/Personnel  
CITY BUS. LICENSE #: N/A (participating commercial vendors will also require a City license)

PARKING PLANS: N/A

(Please provide a drawing unless you are using an existing parking lot with sufficient stalls.)

FACILITIES TO BE USED: ☒ City Park ☒ Lake Sawyer ☐ Sidewalk ☐ Street ☐ Private Property  
(If using private property, you must provide proof that you have permission unless you are the owner.)

CITY ASSISTANCE REQUIRED: ☒ Police ☐ Fire ☐ Public Works ☐ Other  
Describe: MARINE POLICE

(Police and Fire services require a written agreement that must be submitted with the event application.)

INSURANCE COMPANY: NON PROFIT INSURANCE PROGRAM  
(Proof of Ins. required naming City of Black Diamond as co-insured if event is taking place on City property.)

FOOD TO BE SERVED: ☐ YES ☒ NO If yes, provide copy of Health Dept approval/license.

SOUND SYSTEM: ☐ YES ☒ NO

(If liquor and music are provided a Cabaret license may be required.)

SANITATION PLANS (Sani-cans, hand washing stations, etc): N/A

PRODUCTS OR SERVICES TO BE SOLD: ☐ YES ☒ NO If yes, what?

ADMISSION FEE: ☐ YES ☒ NO If yes, how much?

HAS THE EVENT BEEN PREVIOUSLY PRODUCED? ☒ YES ☐ NO PREVIOUS DATE: JULY 4TH 2010

ANY CHANGES FROM PREVIOUS EVENT? ☐ YES ☒ NO If yes, list changes:

APPLICANT INFORMATION

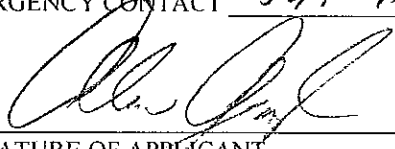
APPLICANT: ALAN GANU ORGANIZATION: LAKE SAWYER COMMUNITY CLUB

MAILING ADDRESS: ALAN@FORMULA CORP.COM

CONTACT PHONE: (206) 949-0999 FAX (253) 880-0185

EMAIL ADDRESS: ALAN@FORMULA CORP. COM

EMERGENCY CONTACT JEFF DERRILL PHONE (253) 350-2553

 2011 PRESIDENT 5/19/11  
SIGNATURE OF APPLICANT DATE

*Additional information or requirements may be requested. Please allow 3 - 4 weeks for processing.*





## Permit Review Details

Permit: SEP11-0007

<b>1010</b>				<b>Complete?</b>	<b>Y</b>
05/24/2011	SBORLAND	20	ONE DAY EVENT--NO COMMENT.		Y
				Total Time:	20
<b>1030</b>				<b>Complete?</b>	<b>Y</b>
05/24/2011	RMEYERS	20			Y
				Total Time:	20
<b>1050</b>				<b>Complete?</b>	<b>Y</b>
05/24/2011	DDALSANTO	10			Y
				Total Time:	10
<b>1060</b>				<b>Complete?</b>	<b>Y</b>
06/01/2011	RYOUNG	30	Must maintain access to Lk Sawyer CC and to maintain exiting from the building itself during this event.		Y
				Total Time:	30
<b>1070</b>				<b>Complete?</b>	<b>Y</b>
06/07/2011	JKIBLINGER	15	Officer will be providing traffic control during race, 3 hour minimum		Y
				Total Time:	15
<b>1080</b>				<b>Complete?</b>	<b>Y</b>
05/20/2011	ANIX	30	Please pick up any trash or debris and place in appropriate trash can receptacles.		Y
				Total Time:	30
<b>1190</b>				<b>Complete?</b>	<b>N</b>
				Total Time:	0
<b>1200</b>				<b>Complete?</b>	<b>N</b>
				Total Time:	0
<b>1210</b>				<b>Complete?</b>	<b>Y</b>
05/24/2011	AWILLIAMSON	15			Y
				Total Time:	15
<b>Total Reviews:</b>				<b>9</b>	<b>Total Time: 140</b>



## Permit Review Details

Permit: SEP11-0008

<b>1010</b>				<b>Complete?</b>	<b>N</b>
05/24/2011	SBORLAND	20	FIREWORKS SET-UP TO OCCUR ON 7/3 AND FIREWORKS SHOW AND OTHER 4TH OF JULY EVENTS TO OCCUR ON 7/4. SINCE THIS IS A TWO DAY EVENT, PER BDMC SECTION 2.59.040.B, THE CITY COUNCIL IS RESPONSIBLE FOR APPROVING THIS SPECIAL EVENT PERMIT. A PUBLIC HEARING IS NOT REQUIRED.		N
				Total Time:	20
<b>1050</b>				<b>Complete?</b>	<b>Y</b>
05/24/2011	DDALSANTO	10			Y
				Total Time:	10
<b>1060</b>				<b>Complete?</b>	<b>Y</b>
06/01/2011	RYOUNG	30	Coordinate with BDPD on staffing Volunteer EMT with them on the boat for 4th of July events on the lake.		Y
				Total Time:	30
<b>1070</b>				<b>Complete?</b>	<b>Y</b>
06/07/2011	JKIBLINGER	20	Officer will be present during event, 3 hour minimum		Y
				Total Time:	20
<b>1080</b>				<b>Complete?</b>	<b>N</b>
05/20/2011	ANIX	60	Please take measures to assure that no pollutants enter the lake during the firework loading process. Arrangements will need to be made to allow access into the park. Please limit the people allowed into the park through the gate to vehicles needed to build and take down the raft and loading of the fireworks. Support people vehicles need park away from the shoreline to prevent pollution from entering the lake. This appears to be a multiple day event and needs to go through council for final approval.		N
				Total Time:	60
<b>1190</b>				<b>Complete?</b>	<b>N</b>
				Total Time:	0
<b>1200</b>				<b>Complete?</b>	<b>N</b>
				Total Time:	0
<b>1210</b>				<b>Complete?</b>	<b>Y</b>
05/24/2011	AWILLIAMSON	15			Y
				Total Time:	15
Total Reviews:				8	Total Time: 155