CITY OF BLACK DIAMOND

June 21, 2012 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 360-886-5700. Thank you for attending this evening.

PUBLIC HEARINGS:

1.) **AB12-039 –** Shoreline Master Program — Mr. Nix

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

UNFINISHED BUSINESS:

2.) **AB12-038A** – Resolution Approving Professional Service Agreement with Prothman Co. — Mayor Olness

NEW BUSINESS:

3.) **AB12-040** – Resolution Accepting 4Culture Grant — Mr. Nix

4.) **AB12-041 –** Resolution Adopting 2013-2018 Capital Improvement Plan — Mayor Olness

5.) **AB12-042** – Resolution Adopting Six Year Transportation Improvement Plan — Mr. Williamson

6.) **AB12-043** – Resolution Accepting CDBG Funds for Watermain Replacement — Mr. Williamson

7.) **AB12-044** – Resolution Awarding Roberts Drive Sidewalk Project — Mr. Williamson

8.) **AB12-045** – Resolution Accepting 2012 Winter Storm Debris Cleanup Project — Mr. Williamson

9.) **AB12-046** – Approving Special Event for Lake Sawyer Community Club — Mr. Pilcher

DEPARTMENT REPORTS:

Community Development – Mr. Pilcher

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

10.) **Claim Checks –** June 21, 2012 Check No. 38369 through No. 38433 (void check 38396) in the amount of $524,177.34

11.) **Payroll Checks –** May 31, 2012 No. 17734 through No. 17754 and ACH Pay in the total amount of $286,754.83

12.) **Minutes –** Council Workstudy of May 31, 2012, Special Meeting of June 5, 2012, Council Workstudy of June 5, 2012, Council Workstudy of June 7, 2012 and Council Meeting of June 7, 2012

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	Agenda Date: June 21, 2012	AB12-039
2nd public hearing regarding the current version of the Draft Shoreline Master Program amended by the Planning Commission.	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
Cost Impact: N/A	Economic Devel. – Andy Williamson	
Fund Source: N/A	Police – Jamey Kiblinger	
Timeline: Contract with the Department of Ecology terminates on June 30, 2012	Court – Stephanie Metcalf	
	Comm. Dev. – Steve Pilcher	X

Attachments: Current version of the Draft Shoreline Master Program, final steps presentation (DOE)

SUMMARY STATEMENT:

The City began examining revisions to the current Shoreline Master Program about three years ago when it received a $60,000 grant from the Washington State Department of Ecology. Through the course of the contract, several required items have been produced by staff and its consultant AHBL, Inc. including a revised, Draft Shoreline Master Program and its supporting documents including a Public Participation Plan, Shoreline Inventory Analysis (Including an Updated Shoreline Environmental Designation's Map), Cumulative Impacts Analysis and Restoration Plan. These Draft supporting materials, including the current version of the Draft Shoreline Management Plan can be found on the City's website at www.ci.blackdiamond.wa.us under the Natural Resources Section of the City's website. Extensive public participation including a Community Visioning Workshop was held in September of 2010, the formation of an Ad-Hoc Citizen Advisory Committee, community engagement through several media resources and community group interactions has taken place, a Public Hearing with the Planning Commission held on the nights of March 13th and 27th 2012 and a 2nd Public Hearing being held this evening, June 21, 2012, in front of the full-City Council. Staff expects further conversation with the City Council and the public, with the potential for additional study sessions on these materials and eventual adoption by the City Council. These materials will be submitted to the Washington State Department of Ecology for their review and public process ending in either their approval, approval with conditional changes or denial of the program as outlined in state law.

COMMITTEE REVIEW AND RECOMMENDATION: **N/A**

RECOMMENDED ACTION: **None. Public hearing only.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
June 21, 2012		

City of Black Diamond

Grant No. G1000014

PLANNING COMMISSION REVISED DR

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Shoreline Master Program

DRAFT

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Prepared by:
AHBL, Inc
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Seattle, WA 98101-3117

This report was funded in part through a grant from the Washington Department of Ecology.

Acknowledgments

- City of Black Diamond Shoreline Ad Hoc Advisory Committee
- City of Black Diamond Planning Commission
- City of Black Diamond City Council

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Chapter 1 Introduction

A. History and Requirements of the Shoreline Management Act

Washington's **Shoreline Management Act** (Act) was adopted by the public in a 1972 referendum "to prevent the inherent harm in an uncoordinated and piecemeal development of the state's shorelines." The Act has three broad policies:

1. **Encourage water-dependent uses:** "uses shall be preferred which are consistent with control of pollution and prevention of damage to the natural environment, or are unique to or dependent upon use of the states' shorelines..."

2. **Protect shoreline natural resources**, including "...the land and its vegetation and wildlife, and the water of the state and their aquatic life..."

3. **Promote public access:** "the public's opportunity to enjoy the physical and aesthetic qualities of natural shorelines of the state shall be preserved to the greatest extent feasible consistent with the overall best interest of the state and the people generally."

This Act recognizes that "shorelines are among the most valuable and fragile" of the state's resources. The Act, and the City of Black Diamond, recognize and protect private property rights along the shoreline, while aiming to preserve the quality of this unique resource for all state residents.

The primary purpose of the Act is to provide for the management and protection of the state's shoreline resources by planning for reasonable and appropriate uses. In order to protect the public interest in preserving these shorelines, the Act establishes a coordinated planning program between the state and local jurisdictions to use in addressing the types and effects of development occurring along the state's shorelines. By law, the City is responsible for the following:

1. Development of an inventory of the natural characteristics and land use patterns along shorelines covered by the act.

2. Preparation of a "Master Program" to determine the future of the shorelines.

3. Development of a permit system to further the goals and policies of both the act and the local Master Plan.

4. Development of a Restoration Plan that includes goals, policies and actions for restoration of impaired shoreline ecological functions.

B. Master Program Development and Public Participation

The City of Black Diamond (City) obtained a grant from the Washington Department of Ecology (Ecology) in 2009 to conduct a comprehensive Shoreline Master Program (SMP) update, pursuant to the Ecology SMP

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Guidelines (Chapter 173-26 WAC). The first step of the update process was to inventory the City's shorelines as defined by the state's Shoreline Management Act (SMA) (RCW 90.58). The inventory describes existing biological and physical conditions. These conditions were then analyzed and characterized to create a baseline from which future development actions in the shoreline will be measured. Environmental designations were identified for the different shoreline reaches and goals, policies, and regulations for each were developed.

The SMA establishes a minimum 20 acre size threshold for regulation of lakes under the SMP. Lake Sawyer and its associated wetland area (i.e. Frog Lake) are the primary shorelines in the City of Black Diamond that are subject to the requirements of the SMA. In addition, a very small segment of Covington Creek (less than 200 feet) downstream of the Lake Sawyer weir and shorelands within 200 feet of Covington Creek are within the City limits of Black Diamond. All other streams and creeks in the City do not meet the 20 cubic feet per second mean annual flow threshold for regulation under the SMA.

The Guidelines require that the City demonstrate that its updated SMP yields "no net loss" in shoreline ecological functions relative to the baseline due to its implementation. Ideally, the SMP in combination with other City and regional efforts will ultimately produce a net improvement in shoreline ecological functions.

C. Purposes of the Shoreline Master Program

The purposes of this Master Program are:

1. To carry out the responsibilities required of the City of Black Diamond by the Washington State Shoreline Management Act (RCW 90.58).
2. To promote the public health, safety, and general welfare, by providing a guide and regulation for the future development of the shoreline resources of the City of Black Diamond.
3. To further, by adoption, the policies of RCW 90.58, and the goals of this Master Program, both which hereafter follow.
4. To comply with the Shoreline Master Program Guidelines (WAC Chapter 173-26), including a particular focus on including regulations and mitigation standards to ensure that development under the Shoreline Master Program will not cause a net loss of ecological functions.

D. Legislative Findings and Washington Shoreline Management Policies

"The Washington State Legislature finds the shorelines of the state are among the most valuable and fragile of its natural resources and there is great concern throughout the state relating to their utilization, protection, restoration, and preservation. In addition, it finds that ever increasing pressures of additional uses are being placed on the shorelines, necessitating increased coordination in the management and development of the shorelines of the state. The legislature further finds that much of the shorelines of the state and uplands adjacent thereto are in private ownership and that unrestricted construction on the privately owned or publicly owned shorelines of the state is not in the best public interest; therefore, coordinated planning is necessary in order to protect the public interest associated with the shorelines of the state while, at the same time, recognizing and protecting private property rights consistent with the public interest. There is,

therefore, a clear and urgent demand for a planned, rational, and concerted effort, jointly performed by federal, state, and local governments, to prevent the inherent harm in an uncoordinated and piecemeal development of the state's shorelines.

It is the policy of the state to provide for the management of the shorelines of the state by planning for and fostering all reasonable and appropriate uses. This policy is designed to ensure the development of these shorelines in a manner which, while allowing for limited reduction of rights of the public in navigable water, will promote and enhance the public interest. This policy is intended to protect against adverse effects to the public health, the land and its vegetation and wildlife, and the water of the state and its aquatic life, while generally protecting public rights of navigation and its associated activities."

E. Shoreline Master Program Basics

The Black Diamond Shoreline Master Program is a planning document that outlines policies for the shoreline of the city and establishes regulations for development occurring in that area.

In order to preserve and enhance the Lake Sawyer shoreline of Black Diamond it is important that all development proposals relating to the shoreline area be evaluated in terms of the City's Shoreline Master Program, and that the City Shoreline Administrator be consulted. Some developments may be exempt from regulation, while others may need to stay within established guidelines, or may require a shoreline conditional use permit application or variance application; all proposals must comply with the policies and regulations established by the state Shoreline Management Act as expressed through this local Shoreline Master Program, regardless of whether a permit is required.

The Shoreline Management Act defines for local jurisdictions the content and goals that should be represented in the Shoreline Master Programs developed by each community; within these guidelines, it is left to each community to develop the specific regulations appropriate to that community. Under the Act, all shorelines of the state meeting the criteria established receive a given shoreline environmental designation. The purpose of the shoreline designation system is to ensure that all land use, development, or other activity occurring within the designated shoreline jurisdiction is appropriate for that area and provides consideration for the special requirements of that environment. Black Diamond has designated its Lake Sawyer shorelines under four shoreline environments: Aquatic, Natural, Urban Conservancy, and Shoreline Residential. These environments are described in Chapter 2: Shoreline Environments.

Persons proposing any shoreline development, land use, or other projects in the shoreline area must consult with the City of Black Diamond Shoreline Master Program Administrator (the City's Community Development Director) to determine how the proposal is addressed in the Master Program.

The City's Shoreline Administrator will determine if a proposal is exempt from a Shoreline Substantial Development Permit (i.e. qualifies for a Shoreline Exemption), as well as provide information on the permit application process.

Requests for shoreline variances, conditional use permits, and substantial development permits require review and recommendation by the City's Shoreline Administrator, with the decision being made by the Hearing

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Examiner following a public hearing. Requests for shoreline conditional uses and variances also require final approval by the State of Washington Department of Ecology. A description of exempt projects, shoreline application procedures and criteria are discussed in Chapter 6: Administration.

A description and map (Figure 1) of the area within the jurisdiction of this Shoreline Master Program are presented in Chapter 2: Shoreline Environments.

F. Organization of this Shoreline Master Program

This Master Program is divided into seven Chapters:

Chapter 1: Introduction provides general background information on the state Shoreline Management Act; the development of the Shoreline Master Program in Black Diamond; and a general discussion of when and how a shoreline master program is used.

Chapter 2: Shoreline Environments defines and maps the shoreline jurisdiction in the City of Black Diamond and defines and maps the environment designations of all the shorelines of the state within the City of Black Diamond. Policies and regulations specific to the four designated shoreline environments (Aquatic, Natural, Urban Conservancy, and Shoreline Residential) are detailed in this chapter. Specific setback regulations, reduction incentives and dimensional and density standards for all Shoreline Environments are also listed.

Chapter 3: General Policies and Regulations sets forth the general policies and regulations that apply to uses, developments, and activities in all shoreline areas of Black Diamond.

Chapter 4: Specific Shoreline Use Policies and Regulations sets forth policies and regulations governing specific categories of uses and activities typically found in shoreline areas.

Chapter 5: Shoreline Modification Activity Regulations provides policies and regulations for those activities that modify the physical configuration or qualities of the shoreline area.

Chapter 6: Administration provides the system by which the Black Diamond Shoreline Master Program will be administered, and provides specific information on the application process and criteria used in evaluating requests for shoreline substantial development permits, conditional use permits, and variances.

Chapter 7: Definitions defines terms found in this document.

G. Relationship of this Shoreline Master Program to Other Plans

The permitting process for a shoreline development or use does not exempt an applicant from complying with any other local, state, regional or federal statutes or regulations which may also be applicable. In Black Diamond, other plans and policy documents that must be considered include the Black Diamond Comprehensive Plan and the adopted 2005 Department of Ecology Stormwater Management Manual for Western Washington.

Proposals must also comply with regulations developed by the City to implement its plans, such as the zoning code, as well as regulations relating to building construction and safety.

At the time of a permit application or of an initial inquiry, the City's Shoreline Administrator should inform the applicant of those regulations and statutes which may be applicable to the best of the administrator's knowledge; PROVIDED, that the final responsibility for complying with such other statutes and regulations shall rest with the property owner.

H. Title

This document shall be known and may be cited as the City of Black Diamond Shoreline Master Program. This document may refer to itself as "The Master Program."

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Chapter 2 Shoreline Environments

A. Introduction to Shoreline Environment Designations

The basic intent of a shoreline environment designation is to preserve and enhance shoreline ecological functions and to encourage development that will enhance the present or desired future character of the shoreline. To accomplish this, shoreline segments are given an environment designation based on existing development patterns, biological capabilities and limitations, and the aspirations of the local citizenry.

Environment designations are categories that reflect the type of development that has or should take place in a given area. The Shoreline Master Program Guidelines recommend classifying shoreline environments using the following categories: "high-intensity," "shoreline residential," "urban conservancy," "rural conservancy," "natural," and "aquatic."

These categories represent a relative range of development, from high to low intensity land use:

- "High Intensity" is appropriate for areas of high intensity water oriented commercial, transportation, and industrial development. No areas in Black Diamond meet the criteria for this designation.
- "Shoreline Residential" is intended to accommodate residential development, and appropriate public access and recreational uses consistent with other elements of shoreline management.
- "Urban Conservancy" is a designation designed to protect and restore the ecological functions of open space, floodplain and other sensitive lands where they exist in urban and developed areas.
- "Rural Conservancy" is intended for areas outisde of cities and urban growth areas that protect ecological functions and conserve existing natural resources and that support, or have the capability to support, agricultural and recreational uses. No areas in Black Diamond meet the criteria for this designation.
- "Natural" is intended to protect shorelines that remain relatively free of human influence or that include intact or minimally degraded shoreline functions that cannot support human use.
- And finally, "Aquatic" is a designation intended to protect, restore, and manage the areas waterward of the ordinary high water mark.

Additionally, local governments may establish an alternative environment designation(s), provided that it is consistent with the purposes and policies of the Shoreline Management Act and the Guidelines, including WAC 173-26-211(5). In addition to the shoreline environment designations established in the SMP Guidelines, the City of Black Diamond has adopted an alternative designation of "Shoreline Residential Limited" to guide shoreline management for an area with unique local conditions.

Once a shoreline segment has been given an environment designation, management policies are developed. These management policies are used as the basis for determining uses and activities that can be permitted in

each environment designation. Specific development standards are also established, which specify how and where permitted development can take place within each shoreline environment.

B. Need for Consistency

The Shoreline Management Act (SMA) requires that policies for lands adjacent to the shorelines be consistent with the SMA, implementing rules, and the local shoreline master program. Conversely, local comprehensive plans provide the underlying framework within which master program provisions should fit. The Growth Management Act (GMA) requires that shoreline master program policies be incorporated as an element of the comprehensive plan, and that all elements be internally consistent. In addition, under the GMA, all development regulations must be consistent with the comprehensive plan.

The Shoreline Guidelines identify three criteria for use in evaluating the consistency between master program environment designation provisions and the corresponding comprehensive plan elements and development regulations. In order for shoreline designation provisions, local comprehensive plan land use designations, and development regulations to be internally consistent, all three of the conditions below should be met:

(a) Provisions not precluding one another.

Comprehensive plan provisions and shoreline environment designation provisions should not preclude one another. To meet this criterion, the provisions of both the comprehensive plan and the master program must be able to be met. Further, when considered together and applied to any one piece of property, the master program use policies and regulations and the local zoning or other use regulations should not conflict in a manner that all viable uses of the property are precluded.

(b) Use compatibility.

Land use policies and regulations should protect preferred shoreline uses from being impacted by incompatible uses. The intent is to prevent existing or potential future water oriented uses, especially water dependent uses, from being restricted on shoreline areas because of impacts to nearby non-water-oriented uses. To be consistent, master programs, comprehensive plans, and development regulations should prevent new uses that are not compatible with preferred uses from locating where they may restrict preferred uses or development.

(c) Sufficient infrastructure.

Infrastructure and services provided in the comprehensive plan should be sufficient to support allowed shoreline uses. Shoreline uses should not be allowed where the comprehensive plan does not provide sufficient roads, utilities, and other services to support them. Infrastructure plans must also be mutually consistent with shoreline designations. Where they do exist, utility services routed through shoreline areas shall not be a sole justification for more intense development.

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C. City of Black Diamond Shoreline Environment Designations

This Master Program establishes five shoreline environments for the City of Black Diamond. These shoreline environments shall include the shorelines of the City of Black Diamond, including shorelands, surface waters, and bedlands.

These environments are derived from the Black Diamond Shoreline Analysis Report, the Black Diamond Comprehensive Plan, and the environments recommended by the Shoreline Management Act and the Shoreline Guidelines. Black Diamond's Shoreline Analysis Report provides an inventory of natural and built conditions within the City's shoreline jurisdiction. The conditions identified in the inventory have been compared with the recommended shoreline environments and the most appropriate environments were selected. The five (5) Black Diamond shoreline environment designations are:

1. Shoreline Residential,
2. Shoreline Residential Limited,
3. Urban Conservancy,
4. Natural, and
5. Aquatic.

These shoreline environments are illustrated for the City of Black Diamond in Figure 1 (Shoreline Management Environmental Designations), located at the end of the SMP, and described in the text below. Any undesignated shorelines are automatically assigned an Urban Conservancy environment designation. Each shoreline description includes a definition and statement of purpose, followed by designation criteria, management policies, and development standards specific to that Shoreline Environment. Shoreline development standards are summarized in Table I and regulations that apply throughout the SMP (except where specifically provided) are included at the end of this Chapter.

D. Policies and Regulations

1. Shoreline Residential Environment

a) **Purpose**

The Shoreline Residential environment designation is designed to provide for residential needs where the necessary facilities for development can be provided. An additional purpose is to provide appropriate public access and recreational uses.

b) **Designation criteria**

The Shoreline Residential environment designation is assigned to shoreline areas that are predominantly single-family residential development or are planned and platted for this purpose.

c) Designated Areas

Shoreline Residential areas include those areas adjacent to Lake Sawyer that are currently developed as low to moderate density residential uses and vacant properties zoned for single family use, where that use is anticipated to continue in the future.

d) Management policies

1. Residential activities are preferred over other land and resource consumptive development or uses.
2. Limited non-residential uses, such as parks, recreation facilities and home occupation businesses may be allowed, provided they are consistent with the residential character.
3. Development should be located, sited, designed and maintained to protect, enhance and be compatible with the shoreline environment.
4. Development regulations should require the preservation of ecological functions, taking into account the environmental limitations and sensitivity of the shoreline area, the level of infrastructure and services available, and other comprehensive planning considerations.
5. Low impact development (LID) techniques, such as minimizing impervious surfaces, infiltration of run-off, pervious pavers, and other techniques should be required where feasible.
6. Private property owners should be encouraged to preserve and enhance native shoreline vegetation and use environmentally friendly landscaping practices, through incentives, information and other assistance.

e) Regulations

Shoreline Use

Permitted, conditional and prohibited uses for the Shoreline Residential environment are listed in Chapter 4, Specific Shoreline Use Policies and Regulations, and summarized in Table I of that Chapter.

Development Standards

Shoreline-related development standards for the Shoreline Residential environment are summarized in Table I in Chapter 4.

2. Shoreline Residential Limited Environment

a) Purpose

The Shoreline Residential Limited environment designation recognizes the higher level of ecological function and sensitivity associated with specific islands located in Lake Sawyer, when compared to other shoreline areas that are developed or planned for residential development. This designation also recognizes the presence of existing residential and recreational uses in these areas and is designed to provide for development and/or redevelopment that is compatible with the protection of ecological functions at such time when appropriate facilities are provided, such as potable water, electricity and waste disposal that complies with King County and State Health Department regualtions. In addition to residential and recreational uses, an additional purpose of this environment is to provide for ecological enhancement.

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b) Designation criteria

The Shoreline Residential Limited environment designation is assigned to shoreline areas on specific islands within Lake Sawyer that do not currently have minimum urban facilities, such as potable water, electricity and waste disposal, but are currently developed as single-family residential and recreational uses or are small lots that are planned and platted for this purpose.

c) Designated Areas

Shoreline Residential Limited areas include all parcels on three specific islands within Lake Sawyer (see Figure 1) that are currently developed for recreational and seasonal residential uses and similar vacant properties on these islands that are platted and zoned for single family use, where that use is anticipated to continue in the future.

d) Management policies

1. Development should be located, sited, designed and maintained to protect, enhance and be compatible with the shoreline environment.
2. Residential and recreational uses are allowed and are preferred over other land consumptive uses, provided they meet applicable health, safety and building codes.
3. Further subdivision of property should not be allowed due to the ecological sensitivity of the small islands that comprise this shoreline environment.
4. New physical development is restricted until such time as urban services, such as potable water, electricity and sanitary waste disposal consistent with health department regulations, are provided.
5. Development regulations should require the preservation of ecological functions, taking into account the greater environmental limitations and sensitivity of the shoreline area on these small islands, the level of infrastructure and services available, and other comprehensive planning considerations.
6. Low impact development (LID) techniques, such as minimizing impervious surfaces, infiltration of run-off and pervious pavers, and other techniques should be required where feasible.
7. Private property owners should be encouraged to preserve and enhance native shoreline vegetation, utilized shared overwater structures and use environmentally friendly landscaping practices, through incentives, information and other assistance.

e) Regulations

Shoreline Use

Permitted, conditional and prohibited uses for the Shoreline Residential Limited environment are listed in Chapter 4, Specific Shoreline Use Policies and Regulations, and summarized in Table III of that Chapter.

Development Standards

Shoreline-related development standards for the Shoreline Residential Limited environment are summarized in Table I in Chapter 4.

3. Urban Conservancy Environment

a) Purpose

The purpose of the Urban Conservancy environment designation is to protect and restore ecological functions of open space, floodplain and other sensitive lands where they exist in urban and developed settings, while allowing a variety of compatible uses.

b) Designation criteria

Areas designated Urban Conservancy are those areas where one or more of the following characteristics apply:

1. They are suitable for water-related or water-enjoyment uses,
2. They are open space, flood plain or other sensitive areas that should not be more intensively developed,
3. They have potential for ecological restoration,
4. They retain important ecological functions, even though partially developed, or
5. They have the potential for development that is compatible with ecological restoration.

c) Designated Areas

Urban Conservancy areas include shorelands within Lake Sawyer Boat Launch Park, portions of Lake Sawyer Regional Park that are not designated wetlands, as shown in Figure 1. This designation will preserve and enhance the ecological functions of publicly-owned properties and undeveloped portions of the shoreline, while retaining future options for passive and active shoreline recreation and public access. The publicly-owned Lake Sawyer Boat Launch and Lake Sawyer Regional Park offer potential for ecological restoration.

d) Management policies

1. Uses that preserve the natural character of the area or promote preservation of open space or sensitive lands should be the primary allowed uses. Uses that result in restoration of ecological functions should be allowed if the use is otherwise compatible with the purpose of the environment and the setting.
2. Water dependent recreation uses, such as a public access pier, and boat launch, ~~recreational floats and boat launches,~~ shall be ~~a~~the highest priority ~~at Boat Launch Park~~, provided they can be located, designed, constructed, operated and mitigated in a manner that ensures no net loss of ecological function.
3. Water oriented recreation uses, such as viewing trails, benches, ~~and~~ shelters and non-motorized, low impact canoe and kayak launches~~;~~ should be emphasized at Lake Sawyer Regional Park.
4. ~~3.~~ At all shoreline recreational facilities in the Urban Conservancy Environment, ~~and~~ non-water oriented uses should be minimized and allowed only as an accessory use; for example picnic areas, forest trails and small playground areas would not.

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~~4.~~5. Standards should be established for shoreline stabilization, vegetation conservation, water quality, and shoreline modifications to ensure that new development does not result in a net loss of shoreline ecological functions or further degrade other shoreline values.

~~5.~~6. Public access and public recreation objectives should be implemented whenever feasible and when significant ecological impacts can be mitigated.

~~6.~~7. Low impact development (LID) techniques, such as minimizing impervious surfaces, infiltration of run-off and pervious pavers, and other techniques should be required where feasible.

e) Regulations

Shoreline Use

Permitted, conditional and prohibited uses for the Urban Conservancy shoreline environment are listed in Chapter 4, Specific Shoreline Use Policies and Regulations, and summarized in Table III.

Development Standards

Shoreline-related development standards for the Urban Conservancy environment are summarized in Table I in Chapter 4.

4. Natural Environment

a) Purpose

The purpose of the Natural environment designation is to protect those shoreline areas that are relatively free of human influence or that include intact or minimally degraded shoreline functions intolerant of human use. These systems require that only very low intensity uses be allowed in order to maintain the ecological functions and ecosystem-wide processes. Consistent with the policies of the designation, include planning for restoration of degraded shoreline within this environment.

b) Designation Criteria

A Natural environment designation should be assigned to shoreline areas if any of the following characteristics apply:

1. The shoreline is ecologically intact and therefore currently performing an important, irreplaceable function or ecosystem-wide process that would be changed by human activity; or
2. The shoreline is considered to represent ecosystems and geologic types that are of particular scientific and educational interest; or
3. The shoreline is unable to support new development or uses without significant adverse impacts to ecological functions or risk to human safety.

c) Designated Areas

The wetlands within Lake Sawyer Regional Park (i.e. Frog Lake) that are associated with Rock Creek fall within the Natural environment designation.These wetlands have high ecological function and/or are unable to support new development without significant adverse impacts to ecologicial function. In addition, the

small, undeveloped southernmost island in Lake Sayer (PIN #1021069040) is designated Natural (see Figure 1).

d) Management Policies

1. Any use that would substantially degrade the ecological functions or natural character of the shoreline area should not be allowed.
2. The following new uses should be prohibited in the Natural environment:
   a. Commercial uses.
   b. Industrial uses.
   c. Non-water-oriented recreation.
   d. Roads, utility corridors, and parking areas that can be located outside of shorelines.
   e. Residential uses.
   f. Commercial forestry.
   g. Agricultural uses.

   (Note: a complete list of permitted and conditional uses is contained in Chapter 4, Section (B)(1), Table I.)
3. Scientific, historical, cultural, educational research uses and low-intensity water-oriented recreational access uses may be allowed provided that no significant ecological impact in the area will result.
4. New development or significant vegetation removal that would reduce the capability of vegetation to perform normal ecological functions should not be allowed.
5. The subdivision of property should not be allowed.

e) Regulations

Shoreline Use

Permitted, conditional and prohibited uses for the Natural shoreline environment are listed in Chapter 4, Specific Shoreline Use Policies and Regulations, and summarized in Table III.

Development Standards

Shoreline-related development standards for the Natural environment are summarized in Chapter 4, Table I .

5. Aquatic Environment

a) Purpose

The purpose of the Aquatic environment designation is to protect, restore, and manage the unique characteristics and resources of the areas waterward of the ordinary high-water mark.

b) Designation criteria

Aquatic environment designation are assigned to areas waterward of the ordinary high-water mark.

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c) Designated Areas

The Aquatic Environment is assigned to all areas within the shoreline jurisdiction waterward of the ordinary high water mark as shown in Figure 1.

d) Management policies

1. Allow new over-water structures only for water-dependent uses, public access, or ecological restoration.
2. The size of new over-water structures should be limited to the minimum necessary to support the structure's intended use.
3. To reduce the impacts of shoreline development and increase effective use of water resources, shared use of over-water facilities should be encouraged.
4. All developments and uses on waters or their beds should be located and designed to minimize interference with surface navigation, to consider impacts to public views, and to allow for the safe, unobstructed passage of fish and wildlife, particularly those species dependent on migration.
5. Uses that adversely impact the ecological functions of critical freshwater habitats should not be allowed except where necessary to achieve the objectives of RCW 90.58.020, and then only when their impacts are mitigated according to the sequence described in WAC 173-26-201(2)(e) as necessary to assure no net loss of ecological functions.
6. Shoreline uses and modifications should be designed and managed to prevent degradation of water quality and alteration of natural hydrographic conditions.

e) Regulations

Regulations and performance standards that apply to individual uses and developments are listed in Chapter 2, including a summary of allowed, conditional and permitted uses in Table III. Table I in Chapter 4 summarizes the development standards.

Chapter 3 General Shoreline Provisions

A. Introduction

Based on the general goals established for the Shoreline Master Program, the following policies and regulations apply to all uses, developments, and activities in the shoreline area of the City of Black Diamond. The intent of these provisions is to be inclusive, making them applicable to all environments, as well as particular shoreline uses and activities. Topics include the following:

- Archaeological and Historic Resources
- Environmental Impacts
- Environmentally Sensitive Areas
- Public Access
- Shoreline Vegetation Conservation
- Water Quality, Stormwater, and Non-Point Pollution

The regulations of this chapter are in addition to other adopted ordinances and rules. Where conflicts exist between regulations, those that provide more protection or detail more specific requirements for the shoreline area shall apply. These interlocking development regulations are intended to make shoreline development responsive to specific design needs and opportunities along the City's shorelines, protect the public's interest in the shorelines' recreational and aesthetic values and assure no net loss of ecological functions necessary to sustain shoreline natural resources.

These provisions address the elements of a SMP as required by RCW 90.58.100(2) and implement the governing principles of the Shoreline Master Program Guidelines as established in WAC 173-26-186.

B. Policies and Regulations

1. Universally Applicable Policies and Regulations

a) Applicability

The following provisions describe how this SMP is to be applied and the requirements for all shoreline uses and modifications in all shoreline environment designations.

b) Policies

1. The City should keep records of all project review actions within shoreline jurisdiction, including shoreline permits and letters of exemption.
2. The City should involve affected federal, state, and tribal governments in the review process of shoreline applications.
3. The City should periodically review shoreline conditions to determine whether or not other actions are necessary to protect and restore the ecology to ensure no net loss of ecological functions,

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upgrade the visual qualities, and enhance residential and recreational uses on the City's shoreline. Specific issues to address in such evaluations include, but are not limited to:

a. Water quality,

b. Conservation of aquatic vegetation (control of noxious weeds and enhancement of vegetation that supports more desirable ecological and recreational conditions),

c. Changing visual character as result of new residential development, including additions, and individual vegetation conservation practices (both along shoreline and in upland areas),

d. Shoreline stabilization and modifications.

c) Regulations

1. All proposed shoreline uses and development, including those that do not require a shoreline permit, must conform to the Shoreline Management Act, Chapter 90.58 RCW, and to the policies and regulations of this SMP.
2. The "policies" listed in this SMP are intended to provide broad guidance and direction for the "regulations" applied by the City. The policies, taken together, constitute the Shoreline Element of the Black Diamond Comprehensive Plan.
3. If provisions within this SMP conflict, or where there is a conflict with other City policies and regulations, the provisions most directly implementing the objectives of the Shoreline Management Act, as determined by the Administrator, shall apply unless specifically stated otherwise.
4. Shoreline uses, modifications, and conditions listed as "prohibited" shall not be eligible for consideration as a shoreline variance or shoreline Conditional Use permit. See Chapter 4 for Shoreline Use regulations and Chapter 6 for exemptions, variances, Conditional Uses, and nonconforming uses.

2. Archaeological and Historic Resources

a) Applicability

The following provisions apply to archaeological and historic resources that are either recorded at the state historic preservation office and/or by local jurisdictions or have been inadvertently uncovered. Archaeological sites located both in and outside shoreline jurisdiction are subject to chapter 27.44 RCW (Indian graves and records) and chapter 27.53 RCW (Archaeological sites and records) and development or uses that may impact such sites shall comply with chapter 25-48 WAC and the provisions of this chapter.

b) Archaeological and Historic Resources Policies

1. Due to the limited and irreplaceable nature of archaeological and historic resources, prevent the destruction of or damage to any site having historic, cultural, scientific, or educational value as identified by the appropriate authorities, including affected Native American tribes, and the Department of Archaeology and Historic Preservation.
2. Ensure that new development is compatible with existing historic structures and cultural sites.

c) Archaeological and Historic Resources Regulations

1. Developers and property owners shall immediately stop work and notify the City, the Department of Archaeology and Historic Preservation (DAHP) and affected Native American tribes if archaeological resources are uncovered during excavation.
2. A site inspection or evaluation by a professional archaeologist in coordination with affected Native American tribes shall be required for all permits issued in areas documented to contain archaeological resources. Failure to comply with this requirement shall be considered a violation of the Shoreline Permit.
3. Significant archaeological and historic resources shall be permanently preserved for scientific study, education and public observation, as deemed appropriate by the City, DAHP and affected Tribes. When the City determines that a site has significant archeological, natural scientific or historical value, a Shoreline Substantial Development Permit and/or any other permit authorizing development or land modification shall not be issued which would pose a threat to the site. The City may require that a site be redesigned or that development be postponed in such areas to allow investigation of public acquisition potential and/or retrieval and preservation of significant artifacts.
4. In the event that unforeseen factors constituting an emergency as defined in RCW 90.58.030 necessitate rapid action to retrieve or preserve artifacts or data identified above, the project may be exempted from the permit requirement of these regulations. The City shall notify the State Department of Ecology, the State Attorney General's Office and the State Historic Preservation Office of such a waiver in a timely manner.
5. Archaeological sites located both in and outside the shoreline jurisdiction are subject to RCW 27.44 (Indian Graves and Records) and RCW 27.53 (Archaeological Sites and Records) and shall comply with WAC 25-48, or its successor, as well as the provisions of this master program.
6. Identified historical or archaeological resources shall be considered in park, open space, public access and site planning with access to such areas designed and managed to give maximum protection to the resource and surrounding environment.
7. Clear interpretation of historic and archaeological features and natural areas shall be provided when appropriate, such as informational signs and displays.

3. Sensitive Areas

Environmentally sensitive areas in the shoreline jurisdiction are regulated by the Sensitive Areas Regulations, Ordinance No. 08-875, codified under Chapter 19.10 of the BDMC, which is herein incorporated into this SMP except as noted below.

Exceptions to the applicability of the Sensitive Areas Ordinance (SAO) in shoreline jurisdiction are provided below.

1. If provisions of the SAO and other parts of the SMP conflict, the requirement that most supports the provisions of the Shoreline Management Act as stated in RCW 90.58.020 shall apply, as determined by the Shoreline Administrator.

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2. Provisions of the SAO that are not consistent with the Shoreline Management Act, Chapter 90.85 RCW, and supporting Washington Administrative Code chapters shall not apply in shoreline jurisdiction, as follows:

    a. The provisions of the SAO do not extend shoreline jurisdiction beyond the limits specified in this SMP. For regulations addressing sensitive area buffer areas that are outside shoreline jurisdiction, see 19.10.230 of BDMC, Wetland buffers.

    b. Provisions of the SAO that include a "reasonable use determination" shall not apply within shoreline jurisdiction. Specifically, BDMC sections 19.10.080(E) and 19.10.230(H).

    c. Provisions of the SAO relating to building setbacks do not apply in the shoreline jurisdiction, specifically, section 19.10.160.

    d. Provisions of the SAO relating to variance procedures and criteria do not apply in shoreline jurisdiction, specifically, section 19.10.190. Variance procedures and criteria have been established in this SMP, Chapter 6, Section G and in WAC 173-27-170.4. Environmental Impacts.

    e. Provisions in BDMC section 19.10.210, 19.10.673 and where ever else they may occur in Chapter 19.10 relating to the use of the Washington State Wetland Identification and Delineation Manual do not apply. Identification of wetlands and delineation of their boundaries shall be done in accordance with the approved federal wetland delineation manual and applicable regional supplements.

    f. Provisions in BDMC 19.10.230(H)(d) allowing buffer averaging to not less than fifty percent of the standard width shall not apply. Buffer averaging shall be limited to 75% of the required width, and in no case shall be less than 75 feet for Category I and II, 50 feet for Category III, and 25 feet for Category IV wetlands.

    g. Provisions in BDMC 19.10.235 relating to small isolated wetlands is hereby clarified: by definition, wetlands in shoreline jurisdiction are considered riparian and therefore are not isolated wetlands and are not exempted from mitigation requirements or other standards.

    h. Provisions in BDMC section 19.10.240(D) related to mitigation replacement ratios for rehabilitation and enhancement shall not apply. Mitigation replacement ratios shall be as follows:

Wetland Category	Wetland Mitigation Type and Replacement Ratio*			
	Re-establishment	Creation	Rehabilitation	Enhancement Only
Category IV	1.5:1	1.5:1	3:1	6:1
Category III	2:1	2:1	4:1	8:1
Category II	3:1	3:1	6:1	12:1
Category I	6:1	6:1	8:1	Not allowed
Headwaters Wetlands	6:1	6:1	8:1	Not allowed
Core Wetland Complex	6:1	8:1	12:1	Not allowed

i. Provisions in BDMC 19.10.325 pertaining to *Fish and Wildlife Habitat Conservation Area – Water Bodies - Buffers* do not apply to Lake Sawyer. Shoreline setbacks shall be regulated based on the provisions in Chapter 4, Section B.2 through 4 of this SMP. Vegetation management within shoreline setbacks shall be regulated based on the provisions in Chapter 3, Section B.7.c. Provisions in BDMS 19.10.325 pertaining to buffers for other fish and wildlife habitat conservation areas within shoreline jurisdiction, such as streams and wetlands, shall still apply.

4. Environmental Impacts

a) Applicability

The Shoreline Management Act is concerned with the environmental impacts that use and activity may have on the fragile shorelines of the state. Problems of degrading the shoreline and its waters with contaminants such as petroleum products, chemicals, metals, nutrients, solid or human waste, or soil sediments from erosion are all issues that are addressed.

b) Environmental Impact Policies

1. Protect shoreline process and ecological functions through regulatory and non-regulatory means that may include acquisition of key properties, conservation easements, regulation of development within the shoreline jurisdiction and incentives to encourage ecologically sound design.
2. Preserve the scenic aesthetic quality of shoreline areas and vistas to the greatest extent feasible.
3. Adverse impacts on the natural environment should be minimized during all phases of development (e.g. design, construction, operation, and management).
4. Shoreline developments that propose to enhance sensitive areas, natural characteristics, ecological resources and provide public access and recreational opportunities to the shoreline are consistent with the fundamental goals of this Master Program, and should be encouraged.

c) Environmental Impact Regulations

1. All shoreline uses and developments shall be located, designed, constructed and mitigated to result in no net loss of ecological functions necessary to sustain shoreline natural processes.
2. Where required, mitigation measures shall be applied in the following sequence listed in order of priority:
    a. Avoiding the impact altogether by not taking a certain action or parts of an action;
    b. Minimizing impacts by limiting the magnitude of the action and its implementation by using appropriate technology or by taking steps to avoid or reduce impacts;
    c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
    d. Reducing or eliminating the impact over time by preservation and maintenance operations;
    e. Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and

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f. Monitoring the impact and compensation projects and taking appropriate corrective measures.

3. Solid waste, liquid waste and untreated effluent shall not be allowed to enter bodies of water or discharged onto the land.
4. The direct release of oil and hazardous materials or chemicals onto the land or into water is prohibited as provided in the City's adopted stormwater regulations.
5. All shoreline uses and activities shall utilize best management practices (BMPs) to minimize any increase in surface runoff and to control, treat and release surface water runoff so that receiving water quality and shore properties and features are not adversely affected. BMPs are identified in the City's adopted stormwater manual.
6. All shoreline development shall be located, constructed and operated so as not to be a hazard to public health and safety.
7. Land clearing, grading, filling and alteration of natural drainage features and land forms shall be limited to the minimum necessary for development. When required by the Public Works Director, surface drainage systems or substantial earth modifications shall be designed by an engineer registered in the State of Washington. The Director may also require additional studies prepared by a qualified soils specialist. These designs shall seek to prevent maintenance problems, avoid adverse impacts to adjacent properties or shoreline features, and result in no net loss of shoreline ecological functions.
8. All shoreline uses and activities shall be located and designed to prevent or minimize the need for shoreline protection structures (bulkheading, riprap, etc.) and stabilization, landfills, groins, jetties, or substantial site regrades.
9. Identified significant short term, long term, or cumulative adverse environmental impacts lacking appropriate mitigation that is likely to achieve no net loss of ecological functions necessary to sustain shoreline processes shall be sufficient reason for permit denial.

5. Public Access

a) Applicability

Public access includes the ability of the general public to reach, touch, and enjoy the water's edge, to travel on the waters of the state, and to view the water and the shoreline from adjacent locations. There are a variety of types of potential public access, including, picnic areas, pathways and trails, promenades, boat launches, street ends, ingress and egress, and parking.

Existing developed public access to shorelines within the shoreline jurisdiction is limited to Lake Sawyer Boat Launch situated on the northwestern side of the lake, which includes a boat launch and picnic facilities. Lake Sawyer Regional Park is undeveloped park property located in the southeast corner of the lake.

b) Public Access Policies

1. Preserve and enhance shoreline access to Lake Sawyer primarily through the improvement of existing public access sites.

2. The level, type and design of public access should be commensurate with the degree of fragility of the shoreline. Environmentally sensitive areas should be conserved, access projects should incorporate enhancement and use should be directed to more suitable areas.
3. Future public access improvements should emphasize passive recreation and non-motorized activities due to the fragile nature of the lake and the current seasonal high levels of motorized use.
4. Physical access for swimming and non-motorized boating, passive recreation (such as interpretive trails) and habitat enhancement should be important objectives for the management of shoreline public access sites.
5. Ensure the development of upland areas such as parking facilities and play areas, as well as the development of in-water and nearshore structures, such as docks and swimming areas, are located and designed in ways that result in no net loss of ecological function. Upland non-water oriented recreational and accessory facilities should be located outside of the shoreline management area where feasible.
6. Access should be provided for a range of users including pedestrians, bicyclists, fishermen, boaters and people with disabilities to the greatest extent feasible.
7. Public access provisions should be required for all shoreline development and uses, except for a single family residence or residential projects containing four (4) dwelling units or less, water dependent uses, or where it is deemed inappropriate due to health, safety and environmental concerns.
8. Regulate the design, construction, and operation of permitted uses in the shoreline jurisdiction to minimize interference with the public's use of the water.
9. Improve access to Lake Sawyer through expanded non-motorized connections, including the integration of shoreline public access trails with other existing and planned regional trails and transit service where feasible.
10. Ensure existing and proposed recreational uses do not adversely affect the integrity and character of the shoreline, threaten fragile shoreline ecosystems, or impair or detract from the public's visual or physical access to the water.
11. Preservation and enhancement of the public's visual access to Lake Sawyer should be encouraged through the establishment of setbacks and height limits that ensure view corridors. Enhancement of views should not be construed to mean excess removal of vegetation.
12. Public access to Lake Sawyer does not include the right to enter upon or cross private property, except for dedicated easements.
13. Where appropriate, public access should be provided as close as possible to the water's edge without adversely affecting a sensitive shoreline environment.
14. Public access should be designed to provide for public safety and to minimize potential impacts to private property and individual privacy.
15. Public access facilities should be constructed of environmentally friendly materials, use low impact development techniques and support healthy natural processes, when feasible.

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16. Plan for an integrated shoreline public access system that identifies specific public needs and opportunities to provide public access. This planning should be integrated with other relevant comprehensive plan elements, especially transportation and parks/recreation. The planning process should also comply with all relevant legal limitations that protect private property rights.

17. At a minimum, public access planning should result in public access requirements for shoreline permits, recommended projects, and/or actions to be taken to develop access to shorelines on public property. Planning should identify a variety of shoreline circulation and access opportunities for pedestrians (including disabled persons), bicycles, and vehicles between shoreline access points, consistent with other comprehensive plan elements.

c) Public Access Regulations

1. Except as provided in Regulations 2 and 3 below, public access shall be required to the extent allowed by law for all substantial developments and conditional uses when any of the following conditions are present:

    a. The project is publicly funded or occurs on public lands, provided that such access would not result in a net loss of ecological function;

    b. The proposed development would create or increase demand for public access to the shoreline, and the Shoreline Administrator determines that this demand is not fully met through private access, such as shared community access limited to residents of a subdivision, that would be included as part of the development;

    c. The project adversely impacts existing public access by creating a physical or visual obstruction or discourages use of existing access;

    d. The development interferes with public use of waters of the state; or

    e. The proposed use is not water-dependent and is not a preferred use under the SMA. Preferred uses include single family residences, ports, shoreline recreational uses, water dependent industrial and commercial developments and other development that provide public access opportunities.

2. Public access shall not be required for single family residential development of four (4) or fewer lots.

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3. Public access shall not be required where one or more of the following conditions apply:

    f. Unavoidable health or safety hazards to the public exist which cannot be prevented by any practical means;

    g. Inherent security requirements of the proposed development or use cannot be satisfied through the application of alternative design features or other solutions;

    h. The cost of providing the access, easement, or an alternative amenity is unreasonably disproportionate to the total long-term cost of the proposed development or other constitutional or legal limitations preclude public access.

    i. Unacceptable environmental harm will result from the public access which cannot be mitigated; or

j. Significant undue and unavoidable conflict between the proposed access and adjacent uses would occur and cannot be mitigated.

4. To meet any of the conditional in Regulation 3 above, the applicant must first demonstrate and the City must determine in its findings that all reasonable alternatives have been exhausted, including but not limited to:

    a. Regulating access by such means as limiting hours of use to daylight hours.

    b. Designing separation of uses and activities, with such means as fences, terracing, hedges, and landscaping.

    c. Providing access that is physically separated from the proposal, such as a nearby street end, an offsite viewpoint, or a trail system.

    d. Sharing the cost of providing and maintaing public access between public and private entities.

5. Projects that meet the criteria in Regulation 4 above shall either build or make a proportional contribution to off-site public access facilities or improvements or, if approved by the shoreline administrator and agreed to by the applicant, make a payment in lieu to the local public access fund.

6. Non-water oriented recreational developments, uses, and activities shall be designed and operated to avoid blocking, reducing, or adversely interfering with the public's visual or physical access to the water and the shorelines. In providing visual access to the shoreline, natural vegetation shall not be excessively removed either by clearing or by topping.

7. Public access sites shall be connected directly to the nearest public street through a parcel boundary, tract, or easement.

8. Public access sites shall be made barrier free for the physically disabled where feasible.

9. Required public access sites shall be fully developed and available for public use at the time of occupancy or use of the development or activity.

10. Public access easements and permit conditions shall be recorded on the deed where applicable or on the face of a plat, or short plat. Recording with the King County Recorder's Office shall occur at the time of permit approval (RCW 58.17.110; relating to subdivision approval).

11. The standard state approved logo and other approved signs that indicate the public's right of access and hours of access shall be constructed, installed, and maintained by the applicant in conspicuous locations at public access sites. Alternatively, where public access is prohibited, property owners may install signs indicating this, subject to size and location restrictions in a required permit.

12. Future actions by the applicant or other parties shall not diminish the usefulness or value of the public access site.

13. Physical public access shall be designed to prevent significant impacts to sensitive natural systems.

14. Where public access is to be provided by a trail, the following requirements shall apply:

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a. The trail shall be no greater than 10 feet in surface width, and in additional may include 1 foot gravel shoulders. Not including landscaping; no more than 8 feet of improved surface is preferable in most cases.

b. Pervious pavement should be used for public access within the shoreline management area unless the Shoreline Administrator determines that such use is not in the public interest because of safety, durability, aesthetic or functionality concerns.

c. Where feasible, the trail shall be placed at least 25 feet from the Ordinary High Water Mark.

d. Landscaping should be native and drought tolerant or site appropriate.

e. Other specific conditions described in an adopted trail or parks plan.

15. Whenever financially feasible and practical, the City shall require the use of building materials and technologies whose production and use result in reduced environmental impacts when developing public access to the shoreline. Porous pavements shall be used unless the applicant demonstrates to the satisfaction of the Shoreline Administrator that such materials would restrict accessibility, pose a safety hazard or are not sufficiently durable.

6. Restoration

a) **Applicability**

Restoration refers to the reestablishment or upgrading of impaired ecological shoreline processes or functions. The following goals and policies are intended to guide actions that are designed to achieve improvements in shoreline ecological functions over time in those areas of Lake Sawyer where they have been degraded. The overarching purpose is to achieve improvements over time when compared to the condition upon adoption of the master program, as detailed in the Shoreline Analysis Report. Restoration is distinct from mitigation measures necessary to achieve no net loss of shoreline functions and the City's commitment to plan for restoration will not be implemented through regulatory means.

b) **System-Wide Restoration Policies**

1. Reclaim and restore areas which are biologically and aesthetically degraded to the greatest extent feasible while maintaining appropriate use of the shoreline. Improve the water quality of Lake Sawyer by managing the quality and quantity of stormwater in contributing systems, consistent with the City's adopted stormwater manual.

2. Increase quality, width and diversity of native vegetation in protected corridors adjacent to lake habitats to provide safe migration pathways for fish and wildlife, food, nest sites, shade, perches, and organic debris. Strive to control non-indigenous plants or weeds that are proven harmful to native vegetation or habitats.

3. Continue to work collaboratively with other jurisdictions and stakeholders to implement the WRIA 9 Plan.

4. Seek funding where possible for various restoration actions and programs from local sources and by working with other WRIA 9 jurisdictions and stakeholders to seek federal, state, grant and other funding opportunities.
5. Develop a public education plan to inform private property owners in the shoreline zone and in the remainder of the City about the effects of land management practices and other unregulated activities (such as vegetation removal, pesticide/herbicide use, car washing) on fish and wildlife habitats and water quality.
6. Where feasible, protect, enhance, and encourage the restoration of lake areas and wetlands throughout the contributing basin where functions have been lost or compromised.

c) Lake Sawyer Restoration Policies

1. Target the Lake Sawyer Boat Launch and Lake Sawyer Regional Park for restoration of shoreline natural resources and functions while ensuring continued public access to the shoreline.
2. Improve the health of lake shorelines by encouraging property owners to remove bulkheads and replace these features to the extent feasible with bioengineered stabilization solutions to improve aquatic habitat conditions.
3. Target the Lake Sawyer Boat Launch for habitat enhancements that are designed and sited to be compatible with the heavy active recreation use at this park. Opportunities include replacing the tethered trees functioning as shoreline stabilization with bioengineered shoreline stabilization, removal of excess impervious surface, improved drainage using infiltration and planting of native vegetation where appropriate.
4. Improve habitat conditions by increasing large woody debris recruitment potential through plantings of trees along the lake shore. Where feasible, install or encourage the installation of large woody debris to meet short-term needs.
5. Target single family residential properties with development incentives (such as setback reductions), outreach and information for homeowners who are willing to voluntarily remove bulkheads, plant native vegetation and encourage large woody debris recruitment.
6. Decrease the amount and impact of overwater and in-water structures along Lake Sawyer through minimization of structure size and use of more environmentally friendly materials, including grated decking.
7. Target Lake Sawyer Regional Park for the use of environmentally friendly materials and design during the future development of recreational facilities.
8. Preserve and restore native vegetation along the shoreline to the greatest extent feasible.
9. Continue to participate in lake-wide efforts at Lake Sawyer to reduce populations of non-native aquatic vegetation.

7. Vegetation Conservation (Clearing and Grading)

Vegetation within and adjacent to water bodies provides a valuable function for the health of aquatic ecosystems. Vegetation management involves both a passive and active management system. The intent of

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both systems is to minimize habitat loss and the impact of invasive plants, erosion, sedimentation and flooding. "Passive" vegetation management deals with protection and enhancement of existing diverse native plant communities along all shorelines. "Active" vegetation management involves aquatic weed control as well as the restoration of altered or threatened shorelines using a technology called soil bioengineering. Soil bioengineering reestablishes native plant communities as a dynamic system that stabilizes the land from the effects of erosion.

a) Applicability

The following provisions apply to any activity, development, or use that results in the removal of or impact to shoreline vegetation, whether or not that activity requires a shoreline permit. Such activities include clearing, grading, grubbing, and trimming of vegetation. These provisions also apply to vegetation protection and enhancement activities. See Chapter 7 for definitions of "significant vegetation removal," "ecological functions," "clearing," "grading," and "restore."

b) Shoreline Vegetation Conservation Policies

1. Clearing and grading activities in shoreline areas should be limited to the minimum necessary to accommodate shoreline development and should result in the enhancement of vegetation over time to provide a greater level of ecological functions, human safety, and property protection.
2. Adverse environmental and shoreline impacts of clearing and grading should be avoided wherever possible through proper site planning, construction timing and practices, bank stabilization, soil bioengineering and use of erosion and drainage control best management practices (BMPs). Maintenance of drainage controls should be a high priority to ensure continuing, effective protection of habitat and water quality.
3. Provide incentives for the retention and planting of native vegetation, and discourage extensive lawns due to their limited erosion control value, limited water retention capacity, and associated chemical and fertilizer applications. Incentives could include additional flexibility with building setbacks from Lake Sawyer, a simplified permit process with recommended planting plans, and/or city participation in a pilot-project that promotes shoreline restoration.
4. In order to increase habitat and address other ecological functions within the shoreline environment such as wave attenuation, temperature regulation, and bank stabilization, encourage homeowners and property managers to leave diseased and fallen trees in place along the shoreline edge provided the trees are not a danger to public safety or private property.
5. Removal of non-hazardous mature trees and native vegetation within the required shoreline setback should be severely restricted regardless of lot size or use.
6. The City of Black Diamond should provide information to the public about environmentally appropriate vegetation management, landscaping for shoreline properties and alternatives to the use of pesticides and herbicides which impact water quality and aquatic habitat.
7. Where removal or destruction of aquatic vegetation is necessary, it should be done only to the extent necessary to allow water-dependent activities to continue. Removal or modification of aquatic vegetation should be conducted in a manner that minimizes adverse impacts to native plant

communities, and should include appropriate handling or disposal of weed materials and attached sediments.

8. Support the work of the King County Weed Watchers program and the efforts of volunteers to monitor noxious aquatic vegetation. Any future efforts by the City to monitor and control aquatic vegetation should seek the input and assistance of volunteers and King County staff assigned to this program.

9. The City should explore opportunities for the planting and enhancement of native vegetation at Lake Sawyer Park Regional Park and Boat Launch.

c) Shoreline Vegetation Conservation Regulations

1. All clearing and grading activities must adhere to BDMC Chapter 15.28 – Land Clearing and Grading Code and additional requirements provided in this SMP. Additional clearing and grading performance standards may be required as a condition of permit issuance to ensure the proposal will result in no net loss of shoreline ecological functions.

2. In all shoreline areas, land clearing, grading, filling and alteration of natural drainage features and landforms shall be limited to the minimum necessary for development.

3. Any normal and routine maintenance of existing trees shall not be subject to these clearing and grading regulations, provided; that said maintenance does not involve removal of healthy trees and is not detrimental to the health of any trees.

4. Any significant placement of materials from off-site (other than surcharge or preload), or the substantial creation or raising of dry upland shall be considered fill and shall also comply with the fill provisions in Chapter 5.

5. Clearing and grading activities and related alteration of the natural landscape shall only be allowed in association with a permitted shoreline use or development with limited exceptions as set forth below:

    a. Removal of noxious weeds as listed by the state in Chapter 16-750 WAC, provided such activity shall be conducted in a manner consistent with best management practices and the City of Black Diamond's engineering and stormwater design standards, native vegetation shall be promptly reestablished in the disturbed area and no net loss of shoreline ecological function is achieved.

    b. Pruning consistent with accepted arboricultural practices that does not involve the removal of healthy trees and is not detrimental to the health of any trees, maintenance of existing ornamental landscapes and other activities allowed pursuant to these regulations, provided that said modification is conducted in a manner consistent with this Master Program and results in no net loss to ecological functions or critical fish and wildlife habitats.

    c. Maintenance or restoration of view corridors provided that said activity is conducted in a manner consistent with this Master Program and results in no net loss to ecological functions or critical fish and wildlife habitat areas.

6. The City shall regulate tree removal and land clearing within the shoreline jurisdiction to protect ecological functions. The City shall require a report prepared by a qualified professional as part of

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any substantial development permit or exemption that includes removal of significant trees or clearing of native vegetation. The report shall identify appropriate mitigation, performance assurances and maintenance and monitoring requirements necessary to assure no net loss of ecological function necessary to sustain shoreline processes.

7. Native understory vegetation and trees within the Urban Conservancy and Natural Environment and within shoreline setback areas in all environments shall be retained, unless necessary to provide water access, to provide limited view corridors or to mitigate a hazard to life or property. Where limited removals are allowed pursuant to the conditions provided above, vegetation shall be replaced to assure no net loss is achieved.

8. Within all other shoreline areas, tree removal shall be limited to the minimum necessary to accommodate proposed structures and uses or to mitigate a hazard to life or property, and significant trees shall be replaced at an appropriate ratio to assure no net loss is achieved.

9. Stabilization of exposed erosion-prone surfaces within the shoreline environment shall, wherever feasible, utilize soil bioengineering techniques.

10. Aquatic vegetation control shall only occur when native plant communities and associated habitats are threatened or where an existing water dependent use is restricted by the presence of weeds. Aquatic vegetation control shall occur in compliance with all other applicable laws and standards, including Washington Department of Fish and Wildlife requirements. Control of aquatic vegetation by mechanical methods is exempt from the requirement to obtain a shoreline substantial development permit only if the bottom sediment or benthos is not disturbed in the process. It is assumed that mechanical removal of accumulated vegetation at a level closer than two (2) feet to the root level will disturb the bottom sediment and benthos layer.

11. The control of aquatic vegetation by derooting, rotovating or other methods which disturb the bottom sediment or benthos shall be considered development for which a shoreline substantial development permit is required.

12. The application of herbicides or pesticides in Lake Sawyer, wetlands, or ditches requires a permit from the Washington Department of Ecology and may require preparation of a SEPA checklist for review by other agencies. The individual(s) involved must obtain a pesticide applicator license from the Washington State Department of Agriculture.

13. The following standards apply to restoration of disturbed areas in the Shoreline Residential environment outside of the required shoreline setback, when no other specific mitigation is required for project impacts and no setback reduction is requested under Chapter 4, Section B.2 through 4.

    a. Restoration of any shoreline that has been disturbed or degraded shall use native plant materials, unless such restoration occurs within a developed and maintained ornamental landscape, in which case noninvasive plant materials similar to that which most recently occurred on-site may be used.

    b. If the proposed removal of native vegetation is intended for the development of non-native landscaping outside of the required setback area, ornamental species may be used for the revegetation, provided impacts are mitigated by planting native vegetation elsewhere on

the property. The required setback area shall be a priority location for mitigation plantings and mitigation plantings shall be subject to Regulation 18 below.

c. Surfaces cleared of vegetation and not further developed must be replanted with native species or other species as approved by the City within one (1) year. Replanted areas shall be planned and maintained such that, within three (3) years time, 80% of required plantings survive and all areas of bare soil are vegetated or appropriately stabilized. Shoreline development subject to any permit action shall be conditioned to require compliance with this standard.

d. The Shoreline Administrator has discretion to require monitoring and the financial guarantees where it is determined to be necessary to ensure compliance with the Shoreline Master Program.

14. The following maintenance and monitoring standards apply when vegetation restoration or enhancement occurs within required shoreline setbacks, is associated with a setback reduction under Chapter 4, Section B.2 through 4; occurs within a wetland, stream or related buffer; a variance is requested; specific mitigation for project impacts is required; and/or when vegetation restoration occurs within the Shoreline Residential Limited, Urban Conservancy or Natural shoreline environments.

    a. Plant Maintenance and Monitoring. Five year maintenance and monitoring at a minimum shall be conducted to ensure the long-term survival and stability of required vegetation plantings. Such monitoring shall include, at a minimum:

        i. Annual inspections of the plants,

        ii. Replacement of dead riparian plants,

        iii. Removal of exotic invasive species that may have become established,

        iv. Photographic documentation of planting success,

        v. Annual report to the Shoreline Administrator documenting the above requirements and identifying whether the criteria for success below has been achieved.

    b. Criteria for Success. At the end of the fifth year of monitoring, required plantings shall be considered successful if the following performance standards, at a minimum, are met:

        i. A minimum eighty percent (80%) survival rate of planted trees and shrubs within the planting area; and

        ii. A minimum of fifty percent (50%) cover of desirable understory or emergent plant species.

        iii. Additional standards for vegetative success, including (but not limited to) minimum survival standards following the first growing season may be required after consideration of the project application.

    c. A contingency plan shall be established in the event that the mitigation plan is inadequate or fails.

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d. Prior to issuance of any construction, grading, or building permit in the shoreline management area, the City may require that the permittee provide a financial guarantee in a form and amount approved by the City. This amount should equal one hundred twenty five percent (125%) of the estimated cost of the required plantings, or no less than two thousand dollars, unless a clear rationale for an alternative amount exists based on the specific details of the proposal.

e. Prior to final issuance of a building permit or land use permit in the shoreline management area, a maintenance bond or other acceptable financial guarantee equal to a minimum of thirty percent (30%) of the replacement cost of the landscaping may be required. The bond or other suitable financial guarantee shall be maintained for a five (5) year period, at which point the Shoreline Administrator, or designee, will determine if the surety shall be released or extended to ensure the survival and maintenance of required shoreline plantings.

8. Water Quality, Stormwater, and Non-Point Pollution

a) **Applicability**

Water quality is affected in numerous ways by human occupation and development of shoreline areas. Typically the increase in impermeable surfaces as a result of development increases stormwater runoff volumes, causing higher peak stormwater discharges at higher velocities that can cause scouring and erosion of stream banks. Erosion increases suspended solids concentrations and turbidity in receiving waters, and can carry heavy metals, household wastes, excess nutrients, and other pollutants into these waters. Increased nitrogen and phosphorus enrichment results in algal growth that depresses levels of dissolved oxygen in receiving waters. The degradation of water quality adversely impacts wildlife habitat and public health.

Maintaining high water quality standards and restoring degraded systems has been mandated in RCW 90.58. In February of 2007, the City received its Western Washington Phase II Municipal Stormwater Permit from the Washington State Department of Ecology. Under this permit the City developed a Stormwater Management Program. The City has adopted the 2005 DOE Stormwater Drainage Manual which applies to all development activities within the City.

b) **Water Quality, Stormwater, and Non-Point Pollution Policies**

1. All shoreline uses and activities should be located, designed, constructed and maintained to mitigate adverse impacts to water quality, water quantity, or hydrology.
2. The City should require reasonable setbacks, buffers, and storm water storage basins and encourage low-impact development techniques and materials to achieve the objectives of the Shoreline Master Program.
3. Stormwater impacts should be addressed through the application of the Adopted Surface Water Design Manual and all applicable City stormwater regulations.
4. The City should require the use of Low Impact Development (LID) techniques to the maximum extent feasible. Incentives should be provided to encourage LID.

5. The City should provide general information to the public about the impacts of land and human activities on water quality, and encourage homeowners and property managers to use non-chemical weed and pest control solutions and natural fertilizers.

6. The City should work with the King County Health Department to ensure existing septic systems are working properly to prevent groundwater and surface water degradation through excessive inputs of nutrients (nitrogen and phosphorus) and hazardous microbes.

7. The City should work with local sewer districts to require connection to the sanitary sewer system when existing properties on septic systems are developed, redeveloped or substantially modified and a sanitary sewer system is available.

c) Water Quality, Stormwater, and Non-Point Pollution Regulations

1. All shoreline development, both during and after construction, shall minimize impacts related to surface runoff through control, treatment and release of surface water runoff such that there is no net loss of receiving water quality in the shoreline environment. Control measures include but are not limited to dikes, runoff intercepting ditches, catch basins, settling wet ponds, sedimentation ponds, oil/water separators, filtration systems, grassy swales, planted buffers, and dust controls.

2. Shoreline development and uses shall adhere to all required setbacks, buffers and standards for stormwater storage basins.

3. All shoreline development shall comply with the applicable requirements of the City's adopted Surface Water Design Manual and all applicable City stormwater regulations.

4. All shoreline development shall implement applicable Low Impact Development techniques to the maximum extent feasible, pursuant to the standards contained in the adopted Surface Water Design Manual and the Low Impact Development Technical Guidance Manual for Puget Sound or successor.

5. New residential development and property owners with failing septic systems that pose a risk to health or the environment shall be required to connect to public sewer if they are seeking a shoreline, building or site development permit and such connection can be made within 300 of the subject property.

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Chapter 4 Shoreline Use Provisions

A. Introduction

As required by the Shoreline Management Act, this Master Program sets forth policies and regulations governing specific categories of uses and activities typically found in shoreline areas. The policies and regulations cover the following uses and activities: Agriculture, Aquaculture, Boating Facilities, Commercial Development, Forest Practices, Manufacturing, Mining, Parking (as a primary use), Recreational Facilities, Residential Development, Scientific, Historical, Cultural, or Educational Uses, Signage, Transportation, and Utilities. The policies and regulations, which provide basic criteria for evaluating shoreline permit applications, are used to implement the broader goals, policies and intent of the Shoreline Management Act and this Program.

The Shoreline Master Program for the City of Black Diamond contains limited provisions for economic development along the shoreline of Lake Sawyer. Lake Sawyer is substantially developed with residential uses, with little undeveloped shoreline remaining. As such, access to the water is primarily related to recreation and residential uses. Industrial uses of the shoreline are not allowed and the demand for commercial uses of the shoreline are limited.

B. Basic Shoreline Use and Development Standards

1. Permitted, Conditional and Prohibited Uses – Table I

KEY
P = Permitted Use
C = Conditional Use
X = Prohibited

SHORELINE USES	NATURAL	URBAN CONSERVANCY	SHORELINE RESIDENTIAL	SHORELINE RESIDENTIAL LIMITED	AQUATIC[1]
Agriculture (Accessory Use Only)	X	X	P	P	X
Aquaculture[1]	~~C~~X	~~C~~X	~~C~~X	~~C~~X	C

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[1] Please also see adjacent upland environment. Where a use would be located both in upland and overwater, the more restrictive standards apply.

SHORELINE USES	NATURAL	URBAN CONSERVANCY	SHORELINE RESIDENTIAL	SHORELINE RESIDENTIAL LIMITED	AQUATIC[2]
Boating Facilities (Public, Commercial, or Serving 4 or More Residences)					
Marina (Public or Private)	X	X	X	X	X
Community Pier (Private Shared Use)	X	X	P	C[3]	P
Public Pier	C	C	C	C	C
Boat Launch	X	P/X[4]	X	X	C
Commercial Development (Accessory Use Only, e.g. home based business or park concession stand, please see use standards for additional restrictions)	X	C[5]	P[6]	X	X
Forest Practices	X	X	X	X	X
Manufacturing	X	X	X	X	X
Mining	X	X	X	X	X
Parking (As a Primary Use)	X	X	X	X	X

[1] Aquaculture shall be conditionally approved in all shoreline designations as long as the use meets the mandates of WAC 173.26.241(3)(b) and is limited to native species recovery only.

[2] Please also see adjacent upland environment. Where a use would be located both in upland and overwater, the more restrictive standards apply.

[3] Only one community pier per island shall be allowed in the Shoreline Residential Limited environment. Community piers shall be conditioned to require the removal of any other private overwater structures on the applicants' properties.

[4] Boat launches meeting the definition of Boating Facilities in state law are a permitted use at the existing Boat Launch Park and are not permitted elsewhere in the Urban Conservancy environment.

[5] This use is subject to further zoning restrictions in the Black Diamond Municipal Code.

[6] This use is subject to further zoning restrictions in the Black Diamond Municipal Code.

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Parking (As an Accessory Use)	X	C	P	X	X
SHORELINE USES	NATURAL	URBAN CONSERVANCY	SHORELINE RESIDENTIAL	SHORELINE RESIDENTIAL LIMITED	AQUATIC[1]
Recreational Facilities					
Water oriented	P	P	P	P	P[2]
Non-water oriented (As a Primary Use)	X	X	X	X	X
Non-water oriented (As an Accessory Use)	C	C	P	P	X
Multi-use Trails	X	C	C	X	X
Minor Trails	P	P	P	P	X
Residential Development					
Single family	X	X	P	C	X
Multi-family	X	X	X	X	X
Scientific, Historical, Cultural, or Educational Uses	P	P	P	P	P
Transportation Facilities					
New Roads related to Permitted Shoreline Activities	X	X	C	X	X
Expansion of Existing Circulation Systems and driveways	X	C	P	X	X
Utilities (Primary)					
Solid Waste Disposal or Transfer Sites (excluding storage of recyclable materials)	X	X	X	X	X
Other	C~~X~~	C	C	C	C
Utilities (Accessory)					

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[1] Please also see adjacent upland environment. Where a use would be located both in upland and overwater, the more restrictive standards apply.

[2] Only water dependent uses are permitted in the Aquatic designation.

[3] Utilities (Primary) may only be located in the natural designation buffer area and construction methods and utility installation only allowed if all ecological functions are re-established to pre-construction conditions.

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Local Public Water, Electric, Natural Gas Distribution, Public Sewer collection, Cable and Telephone Service, and Appurtenances	C	P	P	P	C

2. Basic Development Standards – Table II

DEVELOPMENT STANDARD	NATURAL	URBAN CONSERVANCY	SHORELINE RESIDENTIAL	SHORELINE RESIDENTIAL LIMITED	AQUATIC
Maximum Height[1]	32 ft. (All Structures)	32 ft. (All Structures)	Primary Dwelling Unit: 32 ft. Accessory Building: No greater than primary dwelling unit or 26 feet, whichever is less	Primary Dwelling Unit: 32 ft. Accessory Building: No greater than primary dwelling unit or 26 feet, whichever is less	N/A[3]
Shoreline Setback (from OHWM) [2] Please also see Regulation #2 related to non-conforming single family homes.	100 ft.	100 ft. (standard) may be reduced to 75 ft. (minimum) with enhancement[5]	40 ft. (standard) may be reduced to 25 ft. (minimum) with enhancement	50 ft.(standard) may be reduced to 30 ft. (minimum) with enhancement	N/A[3]
Maximum Impervious Surface Coverage[4]	5%	10%	40%[5]	30%	N/A[3]
Maximum Building Coverage	5%	5%	30%	20%	N/A[3]
Minimum lot width	N/A	N/A	60 ft.[1]	N/A	N/A[3]

[1]Please see Residential Subdivision Standards in Chapter 4, Section C.8.c.

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DEVELOPMENT STANDARD	NATURAL	URBAN CONSERVANCY	SHORELINE RESIDENTIAL	SHORELINE RESIDENTIAL LIMITED	AQUATIC
and water frontage					
Minimum Lot Size	No further subdivision is allowed	No further subdivision is allowed	9,600 sq. ft [6] Subdivision of unsewered properties is prohibited.	No further subdivision is allowed.	N/A[3]

[1] Development shall also be subject to the height limits established by the underlying zoning. The maximum basic height limitation for all principal and accessory buildings in the various zone districts shall not apply to cupolas that do not extend more than three feet above the roof line, flagpoles, transmission lines, residential antennas, and other similar structures as determined by the Director.

[2]The standard setback applies to all permanent and temporary primary and accessory structures unless specifically exempted below. Setbacks are measured landward, on a horizontal plane perpendicular to the shoreline. The setback may be reduced to the minimum setback indicated in Table II where the applicant agrees to implement voluntary enhancements as described in Sections B.3 and B.4 below, and the Shoreline Administrator determines the proposal is consistent with all other requirements of this SMP. Please see zoning regulations for interior lot setbacks and other requirements that apply to specific zones. Development associated with water dependent uses, shoreline access and ecological restoration such as overwater structures, shoreline stabilization, trails, stairs and similar appurtenances are not required to meet the minimum setback. However, where such development is approved within the minimum setback, the placement of structures and hard surfaces shall be limited to the minimum necessary for the feasible operation of the use.

[3] Not Applicable. Land-based standards do not apply in the Aquatic environment because only water dependent structures and development, such as docks, are allowed. Height of all structures shall be the minimum necessary for the proposed water dependent use.

[4] The amount of impervious surface shall be the minimum necessary to provide for the intended use. The City will encourage practices that further minimize impervious surfaces and stormwater runoff, including use of best available technologies.

[5] The City shall adopt administrative rules that allow partial credit for pervious pavements or infiltration systems that do not degrade ecological function, provided site coverage including both impervious surfaces and pervious pavements shall not constitute more than 50% of parcel area. The amount of credit and certification of allowable materials shall be determined by the City Engineer.

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[6]Minimum lot size refers to the minimum area needed for a new lot and is further restricted by other factors, including land needed for an on-site sewage system in those areas where sanitary sewers are not available.

3. Flexible Shoreline Setback Regulations

In addition to the specific requirements for particular uses, the following standards shall apply:

1. A standard setback shall be established from the ordinary high water mark for all lots within shoreline jurisdiction. The setback shall not apply to docks, piers, bridges and similar water dependent structures.

    a. The forty (40) foot standard setback in the Shoreline Residential and the fifty (50) foot Shoreline Residential Limited Environments may be reduced down to a minimum of twenty-five (25) feet when setback reduction impacts are mitigated using a combination of the voluntary mitigation options provided in Table III to achieve an equal or greater protection of lake ecological functions.

    b. The one-hundred (100) foot setback within the Urban Conservancy environment may be reduced to a minimum of seventy-five (75) feet, when setback reduction impacts are mitigated using a combination of the mitigation options provided in Table III to achieve an equal or greater protection of lake ecological functions.

    c. No setback reduction is allowed in the Natural environment, where a one-hundred (100) foot setback shall be required.

    d. At least one Water Related Action must be undertaken in order to achieve the full setback reduction allowed.

    e. A maximum of 10 feet in cumulative setback reduction may be achieved under Upland Related Actions.

    f. *Alternative Setback Averaging* – In instances of unique lot configurations, the Shoreline Administator or his/her designee may allow modification either of the standard or mitigated shoreline setback, by allowing a partial reduced setback if a compensating increased setback for other portions of the development is provided. Modified setback averaging may only be allowed where a qualified professional demonstrates that all of the following conditions are met:

        i. Alternative setback averaging will not reduce shoreline functions or functional performance;

        ii. The total area contained in the setback area after averaging is no less than that which would otherwise be required; and all increases in setback dimension for averaging are generally parellel to the shoreline edge;

        iii. The setback depth at its narrowest point is not reduced to less than twenty-five feet;

        iv. Under no circumstances shall a structure encraoch more than five feet beyond either the standard or mitigated setback.

2. Please see provisions for Nonconforming Uses and Development in Chapter 6: Administration.

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3. All property owners who obtain approval for a reduction in the setback must record the final approved setback and corresponding conditions in a Notice on Title, and provide a copy of the Notice on Title to the Shoreline Administrator.
4. Setback reductions shall not apply to enforcement actions, after the fact permits or similar actions.
5. Mitigation of native vegetation as discussed below shall consist of a mixture of trees, shrubs and groundcover and be designed to improve habitat functions. Preparation of a revegetation plan shall be completed by a qualified professional and include a monitoring and maintenance program that shall, at a minimum, include the following:
    a. The goals and objectives for the mitigation plan;
    b. The criteria for assessing the mitigation;
    c. A monitoring plan that includes annual progress reports submitted to the Shoreline Administrator and that lasts for a period sufficient to establish that performance standards have been met as determined by the Shoreline Administrator, but no less than five years; and
    d. A contingency plan.
5. Whenever the Shoreline Administrator determines that monitoring has identified a significant adverse deviation from predicted impacts, or that mitigation or maintenance measures have failed, the property owner shall be required to institute corrective action, which shall be subject to further monitoring as necessary to ensure the success of requirement mitigation measures.
6. Please see Chapter 3, Section B.7.C (Vegetation Conservation regulations) for additional requirements, including maintenance, monitoring and criteria for mitigation success.

4. Shoreline Setback Reduction Mechanisms – Table III

	REDUCTION MECHANISM	REDUCTION ALLOWANCE
Water Related Actions		
1	Removal of existing bulkhead located at, below, or within 5 feet landward of the shoreline's ordinary high water mark (OHWM) and subsequent restoration of the shoreline to a natural or semi-natural state, including restoration of topography, beach/substrate composition and stabilization of disturbed soils with native vegetation.	Bulkhead Removal on 75% of shoreline: 15 feet 50% of shoreline: 10 feet 25% of shoreline: 5 feet
2	Restoration of natural shoreline conditions (e.g. no bulkhead or other unnatural shoreline features such as upland impervious surfaces or other structural alterations allowed) within 10 feet of the OHWM, including restoration of native vegetation. The reduction will only be granted if ecological functions would be improved relative to the existing condition.	10 feet
3	Existing hard structural stabilization at or near the ordinary high water mark is removed and new hard structural shoreline stabilization measures are setback from the OHWM between 2 ft. to 4 ft. based on feasibility and existing conditions and are sloped a maximum angle of 3 vertical: 1 horizontal to provide dissipation of wave energy and increase the quality or quantity of nearshore shallow-water habitat.	5 feet
4	Soft structural shoreline stabilization measures are installed waterward of the OHWM on a site currently containing only hard stabilization. They shall include the use of gravels, cobbles, boulders and/or logs, as well as vegetation. The material shall be of a size and placed to remain stable and accommodate alteration from wind and boat-driven waves and shall be graded to a maximum slope of 1 vertical: 4 horizontal	5 feet

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	REDUCTION MECHANISM	REDUCTION ALLOWANCE
5	Contribution to a City restoration fund, or bank, for offsite shoreline restoration and implementation of measures contained in the setback reduction mechanisms of the Water Related Actions, items 1 through 4, of Table III above. Amount shall be determined by the Shoreline Administrator based upon the approximate cost that would be required to accomplish the water-related, shoreline enhancement at the on-site area of improvement. The City must establish the fund or bank, including specific project locations and more specific operational rules, for this reduction mechanism to be available.	5-10 feet
Upland Related Actions		
6	Restoration of native vegetation (and preservation of existing trees and native vegetation) in at least 75 percent of the reduced (i.e. that portion remaining after reductions are applied) setback area. The remaining 25 percent of the setback area can be comprised of existing non-invasive, non-native vegetation. Up to 10 feet of frontage may be used for improved shoreline access, provided access areas are located to avoid areas of greater sensitivity and habitat value and access areas may not be counted as part of the 25 percent restoration area. (Note: this incentive cannot be used by any properties that currently have substantial multi-layered native vegetation in 75% of the setback area. The reduction will only be granted if ecological functions would be improved relative to the existing condition.)	10 feet
7	Restoration of native vegetation (and preservation of existing trees and native vegetation) in at least 25 percent of the reduced setback area. Up to 10 feet of frontage may be used for improved shoreline access, provided access areas are located to avoid areas of greater sensitivity and habitat value and access areas may not be counted as part of the 25 percent restoration area. (Note: this incentive cannot be used by any properties that currently have substantial multi-layered native vegetation in 25% of the setback area. The reduction will only be granted if ecological functions would be improved relative to the existing condition.)	5 feet
8	Installation of biofiltration/infiltration mechanisms such as rain gardens, bioswales, created and/or enhanced wetlands, infiltration facilities, ponds or other approved Low Impact Development techniques that treat the majority of surface water run-off from a site	5 feet

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REDUCTION MECHANISM		REDUCTION ALLOWANCE
	and exceed adopted stormwater requirements. (Note: stormwater ponds serving more than one property should be located outside of shoreline jurisdiction if possible).	
9	Installation of a "green" roof in accordance with the standards of the LEED Green Building Rating System.	5 feet
10	Installation of pervious material for entire length of a driveway or infiltration systems that do not degrade ecological function.	5 feet
11	Limiting total impervious surface, e.g. pathways or patios for water access and enjoyment, in the reduced setback area to less than ~~10~~5 percent, provided the applicant complies with all other development requirements	5 feet
12	Reduction of 5 feet for impervious surface 10 percent less than the SMP standard and 10 feet for impervious coverage 20 percent less than the SMP standard	5-10 feet
13	For preparation of, and agreement to adhere to, a written shoreline vegetation management plan that includes appropriate limitations on the use of fertilizers, herbicides and pesticides to protect water quality. This plan must be approved by the City prior to implementation of the plan.	5 Feet
14	Preserving or restoring at least 20 percent of the total lot area outside of the setback area as native vegetation.	5 feet
15	Contribution to a City mitigation fund, or bank, for offsite vegetation restoration and implementation of other measures contained in setback reduction mechanisms 5 and 6 of Table III above. Amount shall be determined by the Shoreline Administrator based upon what the approximate cost would be to accomplish the vegetation enhancement work in the on-site setback area. The City must establish the fund or bank, including specific project locations and more specific operational rules, for this reduction mechanism to be available.	5-10feet
16	Connection to the sanitary sewer system on a property that currently utilizes an onsite septic system.	5 feet

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Any further reduction of shoreline setbacks beyond the minimum listed in this Chapter shall require a Shoreline Variance.

C. Shoreline Use Policies and Regulations

1. General Use Policies

a) Applicability

The following provisions are applicable to all uses occurring within the shoreline jurisdiction.

b) Policies

1. The following uses should be prohibited within the shoreline jurisdiction: Mining, Forestry, and Manufacturing.
2. When determining allowable uses and resolving use conflicts within the City's shoreline jurisdiction, apply the following preferences and priorities in the order listed below:
    a. Reserve appropriate areas for protecting and restoring ecological functions to control pollution and prevent damage to the natural environment and public health.
    b. Reserve shoreline areas for water-dependent and associated water related uses.
    c. Reserve shoreline areas for other water-related and water-enjoyment uses that are compatible with ecological protection and restoration objectives.
    d. Locate single-family residential uses where they are appropriate and can be developed without significant impact to ecological functions or displacement of water-dependent uses.
    e. Limit non-water-oriented uses to those locations where the above described uses are inappropriate or where non-water-oriented uses demonstrably contribute to the objectives of the Shoreline Management Act, including opportunities for ecological enhancements and public access improvements.
3. Proposed economic use of the shoreline should be consistent with Black Diamond's Comprehensive Plan.
4. New residential development should be designed to protect existing shoreline water views, promote public safety, and avoid adverse impacts to shoreline habitats.
5. All development and redevelopment activities within the City's shoreline jurisdiction should be designed to ensure public safety, enhance public access, protect existing shoreline and water views and achieve no net loss of shoreline ecological functions.
6. Require the use of Low Impact Development (LID) and encourage "Green Building" practices, such as those promulgated under the Leadership in Energy and Environmental Design (LEED) and Green Built programs, for new development within the shoreline jurisdiction.

7. Proposed shoreline uses should not infringe upon the rights of others or upon the rights of private ownership.
8. Encourage shoreline uses which enhance their specific areas or employ innovative features for purposes consistent with this program.
9. Encourage restoration of shoreline areas that have been degraded or diminished in ecological value and function as a result of past activities or catastrophic events.
10. Shoreline uses are allowed only if the underlying zoning allows the use.

2. Agriculture

Agriculture includes, but is not limited to, the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, or Christmas trees not subject to the excise tax imposed by RCW 84.33.100 through 84.33.140; finfish in upland hatcheries, or livestock..

a) Policies

1. Agriculture should be prohibited in the Natural environment and permitted as an accessory use only in all other environments.
2. The creation of new agricultural lands by diking, draining, or filling marshes, and associated marshes, bogs, and swamps, or by removing native vegetation should be prohibited.
3. All agricultural activities should be setback from the shoreline according to the setbacks established for the shoreline environment in which the activity is occurring.
4. Appropriate management techniques should be utilized to prevent contamination of nearby water bodies and adverse effects on valuable plant, fish, and animal life by fertilizer and pesticide use and application. The use of chemical pesticides and fertilizers should be discouraged.
5. Significant new agricultural development should be conditioned with the requirement for ecological restoration to ensure no net loss of ecological functions. The City's Shoreline Administrator will consult the provisions of this SMP and determine the applicability and extent of ecological restoration. The extent of ecological restoration shall be that which is reasonable given the specific circumstances of an agricultural development.

b) Regulations

1. Agricultural development shall conform to applicable state and federal policies and regulations, provided they are consistent with the Shoreline Management Act and this SMP to ensure no net loss of ecological function.
2. All agricultural activities shall occur outside of the established shoreline setback area.
3. The removal of native vegetation to accommodate agricultural activities shall be prohibited.
4. A buffer of natural or planted permanent native vegetation not less than 25 feet in width, measured perpendicular to the shoreline, shall be maintained between areas of new development for crops, grazing, or other agricultural activity and adjacent waters, and associated wetlands. The City's

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Shoreline Administrator shall determine the extent and composition of the buffer when the permit or letter of exemption is applied for.

5. Water withdrawls from SMP waterbodies for irrigation purposes shall be subject to Department of Ecology rules and regulations.
6. Manure lagoons, confinement lots, feeding operations, lot wastes, stockpiles of manure solids, aerial spraying, and storage of noxious chemicals are prohibited within the shoreline jurisdiction.
7. Any water discharge from agricultural activities into SMP water bodies shall be prohibited.

3. Aquaculture

Aquaculture is the farming of food fish, shellfish, or other aquatic plants and animals. This activity is of statewide interest. Aquaculture is dependent on the use of the water area and, when consistent with control of pollution and prevention of damage to the environment, is a preferred use of the water area. The technology associated with some forms of aquaculture is still in its formative stages and experimental. This shoreline master program recognizes the necessity of some latitude in the development of this use.

a) Policies

1. Aquaculture should not be permitted in areas where it would result in a net loss of ecological functions or significantly conflict with navigation and other water-dependent uses.
2. Aquaculture facilities should be designed and located such that they do not spread disease to native aquatic life, establish new nonnative species which cause significant ecological impacts, or significantly impact the aesthetic qualities of the shoreline.

b) Regulations

1. Aquaculture development shall conform to applicable state and federal policies and regulations, provided they are consistent with the Shoreline Management Act and this SMP to ensure no net loss of ecological function.
2. The applicant shall demonstrate that the proposed facility meets the requirements of Policy 2 above.
3. Impacts to ecological functions shall be mitigated in accordance with the sequence described in Chapter 3, Section 4(C)2.

4. Boating Facilities

a) Applicability

Boating facilities, including community piers, public piers, commerical launches and related faclities, and public or community boat launches, shall be subject to the policies and regulations of this Section, as well as those contained in Chapter 5, Section E, Overwater Structures. The following policies and regulations only apply to public, commercial or private moorage facilities serving more than four (4) single-family residences.

b) Policies

1. Boating facilities should be located, designed, and operated to ensure no net loss of ecological functions or other significant adverse impacts, and should, where feasible, enhance degraded and/or scarce shoreline features.
2. To the extent possible, boating facilities should be located in areas of low biological productivity.
3. Boating facilities should be located and designed so their structures and operations will be aesthetically compatible with the area visually affected and will not unreasonably impair shoreline views. However, the need to protect and restore functions and to provide for water-dependent uses carries higher priority than the protection of views.
4. Boating facilities should not unduly obstruct navigable waters and should consider adverse effects to recreational opportunities such as swimming, fishing and shoreline viewing.
5. Existing boating facilities for motorized craft may be modified and reconfigured, but any expansions that encourage additional motorized use of the lake are discouraged and should be mitigated to protect the lake from additional adverse impacts associated with intensive motorized use on a relatively small water body.

c) Regulations

1. New boating facilities shall be limited to private shared use pier facilities and public non-motorized facilities.
2. Boating facilities shall not significantly impact the rights of navigation on the waters of the state.
3. Existing boating facilities that accommodate motorized craft may be repaired, improved and reconfigured, however, they shall not be expanded to accommodate a greater number of users without a conditional use permit and mitigation measures to address the ongoing impacts of this use.
4. Location Standards.
    a. New boating facilities shall not be permitted in areas where dredging will be required or where impacts to shoreline ecological functions and processes cannot be mitigated.
    b. Boating facilities shall be located and designed with the minimum necessary shoreline stabilization to adequately protect facilities, users, and watercraft from floods or destructive storms.
    c. Boating facilities shall be located to protect the public health, safety and welfare.
    d. Boating facilities shall be located only where adequate utility services are available, or where they can be provided concurrent with the development.
5. Facility Design.
    a. All boating facilities shall be designed to avoid and minimize impacts. All impacts must be mitigated consistent with mitigation sequencing and no net loss requirements.
    b. All boating facilities shall be the minimum size necessary to accommodate the anticipated demand. Specifically, the amount of overwater cover, the size and number of in-water

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structures, the waterward length of the facility, and the extent of any necessary associated shoreline stabilization or modification shall be minimized. Specific sizing of all boating facility components shall have the following limitations:

i. Over-water facilities shall be no wider than 8 feet and no longer than 60 feet measured perpendicularly from the OHWM.

ii. Over-water facilities may be as long as 80 feet without a Shoreline Variance if the additional length is needed to reach 11 feet of moorage depth as measured from the OHWM. The extra length will not be allowed if the extension would interfere with navigation or other public uses of the water.

c. Overwater components of all boating facilities shall allow transmission of light through the deck surface.

6. Site Design and Operation.

a. Boating facilities shall be designed so that lawfully existing or planned public shoreline access is not blocked, obstructed nor made dangerous.

b. Boating facilities shall provide physical and/or visual public or community access for as many water-oriented recreational uses as possible, commensurate with the scale of the proposal. Features for access could include, but are not limited to, walk-on access or fishing platforms.

c. Public or community access areas shall provide space and facilities for physical and visual access to waterbodies, including feasible types of shore recreation.

d. Accessory uses at boating facilities shall be limited to water-oriented uses or uses that support physical or visual shoreline access for substantial numbers of the general public. Accessory development may include, but is not limited to, parking, non-hazardous waste storage and treatment, stormwater management facilities, and utilities where these are necessary to support the water-oriented use.

e. It is the applicant's responsibility to comply with all state agency policies and regulations, including all applicable health, safety and welfare requirements associated with the use.

f. The traffic generated by such a facility must be safely and conveniently handled by the streets serving the proposed facility.

g. No live-aboards or floating homes are allowed.

h. Boating facilities must be limited to day moorage only.

i. Covered moorage is prohibited.

j. The perimeter of parking and other storage areas shall be landscaped to provide a visual and noise buffer between adjoining dissimilar uses or scenic areas.

k. The facility must have provisions available for cleanup of accidental spills of contaminants.

7. Boat Launch

a. Location Standards – Boat launches for non-motorized boats shall be sited so that they do not significantly damage fish and wildlife habitats and shall not occur in areas with native emergent vegetation. Removal of native upland vegetation shall be minimized to the greatest extent feasible.

b. The design shall comply with all regulations as stipulated by state and federal agencies, affected tribes, or other agencies with jurisdiction.

c. The applicant shall demonstrate that the proposed length of a boat launch is the minimum necessary to safely launch the intended craft. In no case shall the ramp extend beyond the point where the water depth is 6 feet below the OHWM, unless the City determines that a greater depth is needed for a public boat launch facility.

d. Design Standards

   i. Boat launches for non-motorized boats shall be constructed of materials which have the minimum ecological impact; typically gravel or similar natural material should be used to meet this requirement.

   ii. Preferred launch ramp designs for motorized boats, in order of priority, are:

      1. Open grid designs with minimum coverage of lake substrate.
      2. Seasonal ramps that can be removed and stored upland.
      3. Structures with segmented pads and flexible connections that leave space for natural beach substrate and can adapt to changes in shoreline profile.

5. Commercial Development

a) **Applicability**

Commercial development means those uses that are involved in wholesale, retail, service and business trade.

b) **Policies**

1. New commercial uses should be prohibited as a primary use within the Lake Sawyer shoreline area.
2. Only limited accessory commercial development should be allowed in the Shoreline Residential and Urban Conservancy. Examples of limited accessory commercial uses are as follows:
   a. Concession stands at recreation facilities,
   b. Booths associates with festivals sponsored by the City,
   c. Private parties, receptions and banquets, and
   d. Boat rentals at recreation facilities.
3. Other than those commercial uses listed above, commercial vendors should not establish business facilities in shoreline jurisdiction. This prohibition does not preclude a vendor from being hired to provide services in connection with a permitted use.

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4. Home occupations should be allowed within the Shoreline Residential environment provided they meet the applicable requirements of the zoning code.
5. Low Impact Development techniques should be incorporated into new development as feasible, pursuant to the City's adopted Surface Water Design Manual and the Low Impact Development Technical Guidance Manual for Puget Sound or successor.

c) Regulations

1. Commercial uses shall only be allowed as an accessory use in those shoreline environments where they are allowed pursuant to Table I in this Chapter.
2. Existing primary commercial recreation use at the Sunrise Resort property may continue and may be modified, subject to the requirements and limits for Nonconforming Uses in Chapter 6 and all other applicable SMP and zoning regulations.
3. Commercial uses in Shoreline Residential Environment shall be limited to home occupations within existing single family structures, pursuant to the requirements in the zoning code.
4. Any redevelopment or other modifications made to existing commercial development shall be designed to avoid or minimize ecological impacts, to protect human health and safety, and to avoid significant adverse impacts to surrounding uses and the shoreline's visual qualities, such as views to the waterfront and the natural appearance of the shoreline. To this end, the City's Shoreline Administrator may administratively adjust the project dimensions and setbacks (so long as they are not relaxed below minimum standards without a shoreline variance permit) or prescribe operation intensity and screening standards as deemed appropriate.
5. Low Impact Development (LID) techniques shall be incorporated where appropriate.

6. Parking

a) Applicability

Parking is the temporary storage of automobiles or other motorized vehicles. The following provisions apply only to parking that is accessory to a permitted shoreline use. Parking as a primary use and parking which serves a use not permitted in shoreline jurisdiction is prohibited.

b) Policies

1. Parking in shoreline areas should be minimized.
2. Parking facilities in shoreline areas should be located and designed to minimize adverse impacts including those related to stormwater runoff, water quality, visual qualities, public access, and vegetation and habitat maintenance, and shall result in no loss of ecological functions.
3. Parking in shoreline areas should not restrict access to the site by necessary public safety vehicles, utility vehicles, or other vehicles requiring access to shoreline properties.

c) Regulations

1. Parking as a primary use is prohibited in Shoreline jurisdiction.
2. Parking in shoreline areas must directly serve a permitted shoreline use.

3. Parking facilities shall provide adequate provisions to control surface water runoff to prevent it from contaminating water bodies.
4. Parking facilities serving individual buildings on the shoreline shall be located landward from the principal building being served, except when the parking facility is within or beneath the structure and adequately screened or in cases when an alternate orientation would have less adverse impact on the shoreline.
5. Exterior parking facilities shall be designed and landscaped to minimize adverse impacts upon adjacent shoreline and abutting properties. Exterior parking facilities for nonresidential uses shall be landscaped with vegetation in such a manner that plantings provide an effective "full-screen" within three years of project completion when viewed from adjacent areas within Shoreline jurisdiction.
6. New and reconstructed parking areas within the Urban Conservancy shoreline environment shall utilize Low Impact Development (LID) techniques as appropriate and as described in the most recent edition of the Low Impact Development Manual: Technical Guidance for Puget Sound.

7. Recreational Development

a) Applicability

Recreational uses include passive activities, such as walking, viewing and fishing. Recreational development also includes facilities for active uses, such as swimming, boating, and other outdoor recreation uses. This section applies to both public and private noncommercial shoreline recreational facilities (excluding private residences) in Black Diamond.

b) Policies

1. Recreational uses in the shoreline jurisdiction should be limited to water-oriented uses. Non-water-oriented recreational facilities may be allowed as an accessory use in limited circumstances where they support water oriented uses and do not displace water oriented uses.
2. Recreational uses and development should be managed and regulated to prevent the overall increase in motorized boat use and reduce the impacts of this use on the ecological health and residential character of Lake Sawyer. New recreational development should emphasize non-motorized water dependent and water related uses, such as fishing, swimming, picnic facilities, non-motorized hand carried boats, wildlife viewing and nature trails.
3. The City should explore additional controls on watercraft speeds and the large wake associated with certain types of watercraft. .
4. The coordination of local, state and federal recreation planning should be encouraged. Shoreline recreational developments should be consistent with the City's park and recreation plans.
5. Recreational developments should be designed to preserve, enhance or create scenic views and vistas.
6. The use of existing publicly owned lands for public access and development of recreational opportunities should be encouraged. The use and improvement of existing public properties for recreation improvements should be given higher priority over the acquisition of additional sites.

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7. Priority for land acquisition should be given to open space that provides wildlife habitat and offers opportunities for education and interpretation within shoreline jurisdiction.
8. Shoreline areas with a potential for providing recreation or public access opportunities should be identified and acquired by lease or purchase, or through partnerships with nonprofit and service organizations, and incorporated into the park and open space system.
9. Links between existing and future shoreline parks, recreation areas and public access points should be created with a non-motorized trail system using existing rights-of-way or through acquisition of easements and/or land.
10. Recreational activities should be designed to avoid conflict with private property rights, and to minimize and mitigate negative impacts on adjoining property.
11. Public access should not contribute to a net loss of shoreline ecological functions.

c) Regulations

1. All structures associated with a recreational use, except water dependent structures, such as docks and boardwalks, and appurtenances that provide access to the water for that use, shall maintain a standard setback of forty (40) feet in the Shoreline Residential Environment, fifty (50) feet in the Shoreline Residential Limited Environment and one-hundred (100) feet in the Urban Conservancy Environment from the OHWM. This setback may be reduced down to 25 feet in the Shoreline Residential, 30 feet in the Shoreline Residential Limited Environment and 75 feet in the Urban Conservancy Environment using setback reduction mechanisms in Table II in this Chapter. Existing structures may be replaced in their current location and configuration to the extent allowed by state and federal agencies with jurisdiction. Any further setback reduction shall require approval of a shoreline variance application.
2. Private and public recreation areas shall protect existing native vegetation in the shoreline area and restore vegetation impacted by development activities. Recreational use and development shall result in no net loss of shoreline ecological functions. Mitigation shall be provided as necessary to meet this requirement. Failure to meet this standard will result in permit denial. The City may request necessary studies prepared by qualified professionals to determine compliance with this standard.
3. Water-dependent or water-related activities such as swimming, boating, and fishing, and activities that benefit from waterfront scenery such as picnicking, hiking and bicycling shall be emphasized in planning public and private (excluding residential) recreation sites in the shoreline corridor.
4. All recreational developments shall make adequate provisions for:
    a. Public access to the shoreline;
    b. Non-motorized and pedestrian access;
    c. The prevention of trespass onto adjacent properties, including but not limited to landscaping and fencing;
    d. Protection and restoration of environmentally sensitive areas and shoreline processes and functions;

e. Signs indicating the publics' right of access to shoreline areas, installed and maintained in conspicuous locations at the point of access and the entrance; and

f. Buffering of such development from adjacent private property or natural area.

5. In approving shoreline recreational developments, the City shall ensure that the development will maintain, enhance or restore desirable shoreline features.
6. Swimming areas shall be separated from boat launch areas.
7. The construction of swimming facilities, piers, moorages, floats and launching facilities waterward of the OHWM shall be governed by the regulations relating to overwater structure construction in the Shoreline Modifications Section of this SMP.
8. Public boat launching facilities may be developed, provided the traffic generated by such a facility can be safely and conveniently handled by the streets serving the proposed facility.
9. Fragile and unique shoreline areas with valuable ecological functions, such as wildlife habitats, shall be used only for non-intensive recreation activities that do not involve the construction of structures.
10. Recreation developments such as golf courses and playfields that require periodic use of fertilizers, pesticides or other chemicals, or that support high-intensity activities as a primary use, such as sporting events, shall be located outside of shoreline jurisdiction.
11. A new or expanded shoreline recreational development must provide public access if feasible pursuant to Chapter 3, Section B(5)(d), Public Access.

8. Residential Development

a) Applicability

Residential development means one or more buildings, structures, lots, parcels, or portions thereof which are designed for and used or intended to be used to provide a place of abode for human beings, including single family residences and other detached dwellings together with accessory uses and structures normally applicable to residential uses located landward of the OHWM, including, but not limited to, swimming pools, garages, sheds, fences and saunas.

b) Policies

1. Residential development should be permitted only where there are adequate provisions for utilities, circulation and access.
2. New residential subdivisions should not be allowed unless sanitary sewer is provided.
3. Recognizing the single purpose, irreversible and space consumptive nature of shoreline residential development, new development should provide adequate setbacks and natural buffers from the water and ample open space among structures to protect natural features, preserve views and minimize use conflicts.

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4. The City should provide development incentives, including reduced shoreline setbacks, to encourage the protection, enhancement and restoration of high functioning buffers and natural or semi-natural shorelines.

5. Residential development should be designed to preserve shoreline aesthetic characteristics, views, and minimize physical impacts to shoreline ecological functions.

6. Residential development should be designed so as to preserve existing shoreline vegetation, control erosion and protect water quality using best management practices and where possible, utilizing low impact development technologies.

7. The City encourages the use of joint-use piers and docks in lieu of individual piers and docks for each waterfront lot to protect the ecological functions of the lake.

8. The City encourages the use of alternative paving products for walkways, driveways, and patios, such as pervious pavers, as a mechanism for reducing impervious surfaces and surface water runoff.

~~8.~~9. Subdivisions should be designed to minimize impacts to shoreline ecological functions, including the use of common open space areas along the shoreline, retention of native vegetation and shared moorage and recreational facilities.

~~9.~~10. Development should, at a minimum, achieve no net loss of ecological functions necessary to sustain shoreline natural resources, even for exempt development.

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c) Regulations

1. Residential development is permitted subject to the policies and regulations for the specific Shoreline Environment (see Chapter 2, Table I), the standards of the underlying zoning regulations and the general regulations in Chapter 3 of this Shoreline Master Program.

2. Residential development shall be required to connect to public sewer if the property owner is seeking a building or site development permit or the property has a failing septic system that poses a risk to health or the environment, and such connection can be made within 300 of the subject property.

3. Special Subdivision Standards. The following requirements shall apply to residential short subdivisions that create more than four~~two~~ lots and all long subdivisions. These standards are in addition to those required under Title 17 and other sections of the Black Diamond Municipal Code.

   ~~a. New primary residential structures shall not be located within 100 feet of the Ordinary High Water Mark (OHWM).~~

   ~~b.~~a. Lot divisions subject to these provisions shall be designed to include a common open space tract encompassing all areas within 75 feet of the OHWM that are not part of a parent lot with a retained primary structure.

   ~~c.~~b. Vegetation removal within the required open space tract shall be the minimum necessary to facilitate water-oriented recreational uses. Structures within 50 feet of the OHWM located within the common open space tract shall be limited to overwater structures (e.g. joint use pier) and related access, such as a trail and stairs.

~~d.~~c. Pruning consistent with accepted arboricultural practices shall be allowed within the open space tract to provide views of the water from and through the tract, but healthy native vegetation shall be retained consistent with Subsection b above.

~~e.~~d. Public access may be required for subdivisions of more than four lots pursuant to the requirements of Chapter 3, Section B.5.c. The Shoreline Administrator may determine that shared community access limited to residents of the subdivision is sufficient where additional demand for public access created by the subdivision would be satisfied by such access and the proposal would not result in other conditions that adversely impact public access pursuant to Chapter 3, Section B.5.c.1.

~~f.~~e. New lots created through the subdivision shall be required to connect to the public sanitary sewer.

4. Structures or other development accessory to residential uses are permitted in shoreline jurisdiction, if allowed under all other applicable standards in this SMP and subject to the provisions of the City's zoning code.
5. All additions to residential structures must comply with all standards in this SMP, including required shoreline setbacks established in Chapter 2, Table I.
6. Residential structures that are intentionally modified, replaced, repaired or enlarged are subject to the requirements in Chapter 6 (Administration – Nonconforming Use and Development Standards).
7. Residential structures that are modified, replaced or repaired following a catastrophic loss are subject to the requirements in Chapter 6 (Administration – Nonconforming Use and Development Standards).
8. Accessory uses and appurtenant structures not specifically addressed in the SMP shall be subject to the same regulations as primary residences.
9. In order to maintain visual access to the waterfront, fences within the required setback from the OHWM shall be:
    a. No more than 42 inches when separating two residential lots and no more than 6 feet high when separating a residential lot from a park or commercial use, and
    b. May not extend waterward of the OHWM.
10. To protect views and vistas maximum height limits have been established for each Shoreline Environment as indicated in Chapter 4, Table I, Summary of Shoreline Dimensional Standards.
11. Stormwater runoff for all new or expanded pavements or other impervious surfaces shall be directed to infiltration systems and other Low Impact Development techniques shall be incorporated into new development as feasible, in accordance with the City's adopted Surface Water Design Manual and the Low Impact Development Technical Guidance Manual for Puget Sound.
12. Residential development shall result in no net loss of shoreline ecological functions. Mitigation shall be provided as necessary to meet this requirement. Failure to meet this standard will result in permit denial. The City may request necessary studies prepared by qualified professionals to determine compliance with this standard.

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9. Signs

a) Applicability

A sign is defined as a device of any material or medium, including structural component parts, which is used or intended to be used to attract attention to the subject matter for advertising, identification or informative purposes. The following provisions apply to any commercial or advertising sign directing attention to a business, professional service, community, site, facility, or entertainment, conducted or sold either on the premises.

b) Policies

1. Signs should be designed and placed so that they are compatible with the aesthetic quality of the existing shoreline and adjacent land and water uses.
2. Signs should not block or otherwise interfere with visual access to the water or shorelines.
3. Outdoor advertising and billboards are not an appropriate use of the shoreline area within shoreline jurisdiction.

c) Regulations

1. Signs shall comply with the City's sign regulations.
2. Sign plans and designs shall be submitted for review and approval at the time of shoreline permit approval.
3. All signs shall be located and designed to minimize interference with vistas, viewpoints and visual access to the shoreline.
4. The following types of signs may be allowed in all shoreline environments:
    a. Water navigational signs and highway signs necessary for operation, safety and direction.
    b. Public information signs directly relating to a shoreline use or activity.
    c. Off-premise, freestanding signs for community identification, information, or directional purposes.
    d. National, site and institutional flags or temporary decorations customary for special holidays and similar events of a public nature.
5. The following signs are prohibited:
    a. Off-premises detached outdoor advertising signs.
    b. Spinners, streamers, pennants, flashing lights, and other animated signs used for commercial purposes.
    c. Signs placed on trees or other natural features.
    d. Commercial signs for products, services, or facilities located off-site.

10. Transportation Facilities

a) Applicability

Transportation facilities are those structures and developments that aid in land, air, and water surface movement of people, goods, and services. They include roads and highways, bridges, bikeways, trails, heliports, and other related facilities. In Black Diamond, these uses account for a minimal percentage of the shoreline land inventory. However, the impact of these facilities on shorelines can be substantial.

b) Policies

1. Normal operation and maintenance of all roadways in shoreline jurisdiction should be exempt.
2. New road construction in the shoreline jurisdiction should be minimized, and allowed by conditional use only when related to and necessary for the support of permitted shoreline activities.
3. Expansion of existing roadways should be allowed by conditional use if such facilities are found to be in the public interest.
4. Joint use of transportation corridors within the shoreline jurisdiction for roads, utilities and motorized and non-motorized forms of transportation should be encouraged, where feasible.

c) Regulations

1. New road construction in shoreline jurisdiction shall be minimized and allowed only when related to and necessary for the support of permitted shoreline activities.
2. Transportation facility development shall result in no net loss of shoreline ecological functions. Mitigation shall be provided as necessary to meet this requirement. Failure to meet this standard will result in permit denial.
3. Expansion of existing roadways within the shoreline jurisdiction shall be allowed only when the proponent demonstrates that:
    a. No alternative route is feasible;
    b. The roadway is constructed and maintained to cause the least possible adverse impact on the land and water environment; and
    c. The roadway is found to be in the public interest.
4. Transportation and primary utility facilities shall be required to make joint use of rights-of-way, and to consolidate crossings of water bodies to minimize adverse impacts to the shoreline.
5. Developers of roads must be able to demonstrate that efforts have been made to coordinate with existing land use plans including the Shoreline Master Program and the City's Comprehensive Plan.
6. All debris and other waste materials from roadway construction shall be disposed of in such a way as to prevent their entry into any water body.
7. Road designs must provide safe pedestrian and non-motorized vehicular crossings where public access to shorelines is intended.

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8. Streets within shoreline jurisdiction shall be designed with the minimum pavement area required. Gravel and more innovative materials shall be used where feasible for pathways and road shoulders to minimize the amount of impermeable surfaces and help to maintain a more natural appearance and function.
9. The City shall give preference to mechanical means for roadside brush control on roads in shoreline jurisdiction rather than the use of herbicides.

11. Utilities (Primary)

a) Applicability

Utilities are services and facilities that produce, transmit, store, process or dispose of electric power, gas, water, sewage, and communications. Utilities in this SMP are divided into primary and accessory based on type and scale. The provisions of this section apply to primary use and activities such as solid waste handling and disposal, water transmission lines, sewage treatment facilities and mains, power generating or high voltage transmission facilities, gas distribution lines and storage facilities, stormwater mains and regional stormwater treatment facilities.

b) Policies

1. New primary utilities should be located outside of the SMA unless no other feasible option exists. Where allowed, they should utilize existing transportation and utility sites, rights-of-way and corridors whenever possible, rather than creating new corridors. Joint use of rights-of-way and corridors should be encouraged.
2. Solid waste disposal activities and facilities should be prohibited in shoreline areas. Short term storage of trash and recyclable materials associated with a permitted shoreline use is allowed, provided such activity occurs outside of the shoreline setback.
3. Primary utilities should avoid locating in environmentally sensitive areas unless no feasible alternatives exist.
4. Wherever primary utility facilities and corridors must be placed in a shoreline area, they should be located so as to protect scenic views. Whenever possible, such facilities should be placed underground or designed to minimize impacts on the aesthetic qualities of the shoreline area.

c) Regulations

1. Primary utilities shall be located outside of SMA jurisdiction unless no other feasible option exists.
2. Primary utilities shall be located landward of the ordinary high water mark unless such location is not feasible or would result in potentially greater environmental impacts.
3. Primary utility facilities shall avoid disturbance of unique and fragile areas, as well as wildlife spawning, nesting and rearing areas. Utility facility development shall result in no net loss of shoreline ecological functions. Mitigation shall be provided as necessary to meet this requirement. Failure to meet this standard will result in permit denial.
4. Utility development shall, through coordination with local government agencies, provide for compatible, multiple use of sites and rights-of-way. Such uses include shoreline access points, trail

systems and other forms of recreation and transportation, providing such uses will not unduly interfere with utility operations, will not conflict with property rights (easement restrictions), endanger public health and safety or create a significant and disproportionate liability for the owner.

5. Utility lines shall utilize existing rights-of-way, corridors and/or bridge crossings whenever possible and shall avoid duplication and construction of new corridors in all shoreline areas. Proposals for new corridors or water crossings must fully substantiate the infeasibility of existing routes.
6. Solid waste disposal sites and facilities are prohibited in the shoreline environment.
7. Where major facilities must be placed in a shoreline area, the location and design shall be chosen so as not to destroy or obstruct scenic views.
8. Primary utility development shall provide screening of facilities from water bodies and adjacent properties. Screening, including landscaping and fencing, shall be designed to constitute a dense "full screen".
9. Clearing of vegetation for the installation or maintenance of utilities shall be kept to a minimum and upon project completion any disturbed areas shall be restored to their pre-project condition, or if not feasible, then additional plantings will be required to attain no net loss in ecological function.
10. The City shall hold public meetings prior to the issuance of a Substantial Development Permit for a major primary utility project in accordance with the administrative procedures outlined in this Master Program to allow for the greatest amount of public input to help guide utility-related decisions.

12. Utilities (Accessory)

a) Applicability

Utilities have been split into accessory and primary with accessory meaning utilities that affect small-scale distribution services connected directly to the uses along the shoreline. For example, power distribution, telephone, cable, water and sewer service lines, stormwater collection and conveyance, are all considered as accessory utility uses. They are covered in this section because they concern all types of development and have the potential of impacting the ecological condition and visual quality of the shoreline and its waters.

b) Policies

1. Utilities are necessary to serve shoreline uses and should be properly installed to protect the shoreline and water from contamination and degradation.
2. Utility facilities and right-of-ways should be located outside of the shoreline area to the maximum extent possible. When utility lines require a shoreline location, they should be placed underground, where feasible.
3. Utility facilities should be designed and located in a manner which preserves the natural landscape and shoreline ecology, and minimizes conflicts with present and planned land uses.

c) Regulations

1. Utility developments shall, through coordination with local government agencies, provide for compatible, multiple use of sites and rights-of-way. Such uses include shoreline access points, trail

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systems, and other forms of recreation and transportation, providing such uses will not unduly interfere with utility operations, or endanger public health and safety.

2. In shoreline areas, accessory utilities shall be placed underground unless demonstrated to be infeasible. Further, such lines shall utilize existing rights-of-way, and existing corridors whenever possible.
3. Utility facilities shall be located and designed to avoid destruction of, or damage to, important wildlife areas, and other unique and fragile areas. Utility facility development shall result in no net loss of shoreline ecological functions. Mitigation shall be provided as necessary to meet this requirement. Failure to meet this standard will result in permit denial.
4. Heating and cooling facilities for residential homes shall not be located in the Aquatic environment.
5. Clearing for the installation or maintenance of utilities shall be kept to a minimum, and upon project completion, any disturbed area shall be restored, to the greatest extent feasible, to pre-project conditions, including replanting with native species, or other species as approved by the City, and maintenance care. If the previous condition is identified as being undesirable for shoreline function, then landscaping and other improvements shall be undertaken.
6. The location and construction of outfalls shall comply with all appropriate federal, state, county and city regulations.
7. The City of Black Diamond shall maintain, enhance and restore public natural drainage systems to protect water quality, reduce flooding, reduce public costs and prevent associated environmental degradation for a no net loss of shoreline ecological functions.
8. New utility lines including electricity, communications, and fuel lines shall be located underground. Existing above ground lines shall be moved underground when properties are redeveloped or in conjunction with major system upgrades or replacements.
9. Utility development shall include public access to the shoreline, trail systems, and other forms of recreation, providing such uses will not unduly interfere with utility operations, endanger the public health, safety, and welfare, or create a significant and disproportionate liability for the owner.
10. Proposals for new utility corridors shall fully substantiate the infeasibility of existing routes.

Chapter 5 Shoreline Modification Provisions

A. Introduction

Shoreline modification activities are those actions that modify the physical configuration or qualities of the shoreline area. Shoreline modification activities are, by definition, undertaken in support of or in preparation for a permitted shoreline use. A single use may require several different shoreline modification activities.

Shoreline modification activity policies and regulations are intended to assure, at a minimum, no net loss of ecological functions necessary to sustain shoreline natural resources and to prevent, reduce and mitigate the negative environmental impacts of proposed shoreline modifications consistent with the goals of the Shoreline Management Act. A proposed development must meet all of the regulations for both applicable uses and activities as well as the general and environment designation regulations.

This chapter has been divided into five sections: Clearing and Grading, Shoreline Stabilization, Dredging, Fill, and Overwater Structures.

B. Table of Shoreline Modification Activities

The shoreline modification table below determines whether a specific shoreline modification is allowed within each of the shoreline environments. See standards following the table for a full explanation of activities and required conditions for permitted activities.

The table should be interpreted as follows:

A. The letter "X" indicates the modification is not allowed.

B. The letter "P" indicates the modification may be allowed only if the underlying zoning allows the modification.

C. The letter "C" indicates the modification may be allowed subject to the shoreline conditional use review procedures specified in Chapter 6, and only if the underlying zoning allows the modification.

D. "N/A" indicates the shoreline modification is not applicable in the given environment.

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d) **Table IV. Shoreline Modifications**

Shoreline Modification Activity	Natural	Urban Conservancy	Shoreline Residential Limited	Shoreline Residential	Aquatic
SHORELINE STABILIZATION					See adjacent upland environment
Beach Augmentation / Enhancement	X	C	P	P	
Soil Bio-engineering	C	P	P	P	
Structural stabilization	X	C	C	P	
Breakwaters, jetties, and groins	X	X	X	X	
Clearing and Grading	C	P	C	P	
Dredging	C	C	C	C	
Fill - landward of OHWM	C	C	C	P	
Fill – waterward of OHWM	C	C	C	C	
OVERWATER STRUCTURES ACCESSORY TO RESIDENTIAL					
Buoy	X	N/A	P	P	
Boathouse	X	N/A	X	X	
Joint Use Pier, Dock, Float, or Pile	X	N/A	P	P	
Non-Joint Use Pier, Dock, Float or Pile	X	N/A	C	P	
Overwater Walkway	X	N/A	X	X	
Boat Ramp	X	N/A	X	X	
Launching Rails	X	N/A	X	X	
Boat Lifts	X	N/A	C	P	
Boat Canopies	X	N/A	C	P	
Structural Moorage Covers	X	N/A	X	X	

Shoreline Modification Activity	Natural	Urban Conservancy	Shoreline Residential Limited	Shoreline Residential	Aquatic
OVERWATER STRUCTURES NOT ACCESSORY TO RESIDENTIAL STRUCTURES:					See Adjacent Upland Environment
Buoy	X	P	P	P	
Boathouse	X	X	X	X	
Joint Use or Public Pier, Dock, Float or Pile	X	P	C	P	
Non-Joint Use Pier, Dock, Float or Pile	X	X	C	C	
Overwater Walkway	C	C	X	X	
Boat Ramp	X	P/X[2]	X	X	
Launching Rails	X	X	X	X	
Boat Lift	X	X	X	X	
Boat Canopies	X	X	X	X	
Structural Moorage Covers	X	X	X	X	

[1] Please see Chapter 4, Section (B)(1), Table I, for additional use regulations pertaining to Boating Facilities (commercial, public or private use serving more than 4 single family residences). Where the regulations contained in Table IV above conflict with those in Table I in Chapter 4, the more restrictive shall apply.

[2] Permitted use at the existing Boat Launch Park, not permitted at Lake Sawyer Regional Park.

C. Shoreline Stabilization

1. Applicability and Definitions

Shoreline stabilization includes actions taken to address erosion impacts to property caused by natural processes, such as current, flood, wake or wave action. These actions include all structural and nonstructural methods. "Hard" structural stabilization measures refer to those with solid, hard surfaces, such as concrete or boulder bulkheads, while "soft" structural measures rely on less rigid materials, such as bioengineered vegetation measures, anchored logs or beach enhancement. Nonstructural methods include building setbacks, relocation of the structure to be protected, ground water management, planning and regulatory measures to avoid the need for structural stabilization.

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Generally, the harder the construction measure, the greater the impact on shoreline processes, including sediment transport, geomorphology, and biological functions. The means taken to reduce damage caused by erosion, accretion, and flooding must recognize the positive aspects of each of these processes in order to retain the benefits of these natural occurrences. Erosion does not occur without accretion (deposition and accumulation) of material eroded, such as formation of a beach or a sandbar. Likewise, accretion cannot occur unless material has been eroded.

Specific structural methods for stabilization include bulkheads, beach restoration and enhancement, soil bioengineering, and groins along Lake Sawyer. A key regulatory distinction in this SMP is made between new stabilization measures and the replacement of existing stabilization measures. New stabilization measures, by state definition, include the enlargement of existing structures. Some of these techniques are currently being used in Black Diamond as described below, or they are techniques that could be used to address local shoreline issues.

General policies and regulations addressing shoreline stabilization methods applicable to the City are presented in the following sections. Additional discussion of the individual stabilization methods, and policies and regulations specific to them, are provided following the general policies and regulations section.

a) Beach Restoration or Enhancement on Lake Sawyer

Beach enhancement is the alteration of exposed and submerged shorelines for the purpose of stabilization, recreational enhancement, and or/aquatic habitat creation or restoration using native or similar material. The materials used are dependent on the intended use. For recreational purposes, various grades of clean sand or pea gravel are often used to create a beach above the ordinary high water mark. Restoration or re-creation of a shore feature may require a rock and gravel matrix and/or creation of other materials appropriate for the intended use.

b) Soil Bioengineering

Soil bioengineering is the term given to the practice of using natural vegetative materials to stabilize shorelines and prevent erosion. This may include use of root systems, or other living plant material; fabric or other soil stabilization techniques; and limited rock toe protection, where appropriate. Soil bioengineering projects often include fisheries habitat enhancement measures such as anchored logs or root wads, in project design. Soil bioengineering techniques may be applied to shoreline areas and the upland areas away from the immediate shoreline.

The use of soil bioengineering as a shoreline stabilization technique is a viable and proven alternative to riprap, concrete and other structural solutions. It provides habitat while maintaining and preserving the natural character of the shoreline. Soil bioengineering is the preferred "best practices" choice when considering shoreline stabilization.

c) Bulkheads

Bulkheads are shoreline structures, either sloped or vertical, usually constructed parallel to the shore. The primary purpose they serve is to contain and prevent the loss of soil caused by erosion or wave action.

Bulkheads have historically been constructed of poured-in-place or precast concrete, concrete blocks, steel or aluminum sheet piling, wood or wood and structural steel combinations, and boulders. Bulkheads may be either thin structures penetrating deep into the ground or more massive structures resting on the surface.

Uses and activities related to bulkheads which are identified as separate use activities in this program, such as Fill and Residential Development, are subject to the regulations for those uses in addition to the standards for bulkheads established in this section.

d) Groins

Groins are barrier-type structures of rock, wooden piling or other materials constructed across the beach itself and extending into the water with the intent to obstruct sand and sediment carried by the littoral drift action along shorelines. Groins have limited applicability in Black Diamond's shoreline jurisdiction because of the relatively small size of Lake Sawyer.

NOTE: PERMIT EXEMPTIONS ARE DESCRIBED IN FULL IN CHAPTER 6 –ADMINISTRATION

2. Stabilization Policies and Regulations

a) Policies

1. Proposals for shoreline stabilization activities, including bulkheads should address the impact of these activities on the shoreline environment. This planning should consider off-site erosion, accretion, or damage that might occur as a result of shoreline stabilization structures or activities.
2. Explore a range of solutions to reduce the amount of bulkheads and shoreline armoring over time around Lake Sawyer and restore natural bank conditions. Alternative methods to typical shoreline armoring using native vegetation and other natural shoreline features should be the preferred method where feasible.
3. Non-structural stabilization measures are preferred over "soft" structural measures. Soft structural shoreline stabilization measures are strongly preferred over hard structural shoreline stabilization. Proposals for hard and soft structural solutions, including bulkheads, should be allowed only when it is demonstrated that nonstructural methods are not feasible. Hard structural shoreline stabilization measures should be allowed only when it is demonstrated that soft structural measures are not feasible.
4. Structural shoreline stabilization should be permitted only when it has been demonstrated that shoreline stabilization is necessary for the protection of existing legally established structures, primary uses and public improvements, and that there are no other feasible options to the proposed shoreline stabilization that have less impact on the shoreline environment.
5. Shoreline stabilization structures should be located, designed and constructed to minimize adverse impact on the property of others.
6. New development requiring bulkheads or similar protection should generally not be allowed. All new shoreline development should be located and designed to avoid or, if avoidance is not possible, minimize the need for shoreline modification activities.

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7. Mitigation for shoreline stabilization should be provided to achieve no net loss of ecological functions necessary to sustain shoreline natural resources.

b) Regulations

General Shoreline Stabilization – Basic Requirements

1. Structural (soft and hard) solutions to reduce shoreline damage from erosion shall be allowed only after it is demonstrated through a geotechnical report prepared by a qualified professional that non-structural solutions would not provide sufficient protection to an allowed primary structure or a legally existing shoreline use. The geotechnical report shall evaluate the necessity of structural stabilization measures by estimating timeframes and rates of erosion (damage within 3 years), urgency of replacement, alternative solutions and other pertinent factors. Non-structural solutions include (but are not limited to) soil bioengineering, beach enhancement, alternative site designs, drainage improvements and increased building setbacks (for proposed structures).

General Shoreline Stabilization – New Development

2. New development, including the division of land into new parcels, shall be located and designed to eliminate the need for concurrent or future shoreline stabilization. New non-water dependent development that would require shoreline stabilization that would cause significant adverse impacts to adjacent or down-current properties is prohibited.

3. New development, including single-family residences, that includes structural shoreline stabilization will not be allowed unless all of the conditions below are met:

    a. The need to protect the development from damage due to erosion caused by natural processes, such as currents and waves, and by manmade processes, such as boat wakes, is demonstrated through a geotechnical report prepared by a qualified professional.

    b. The erosion is not being caused by upland conditions, such as loss of vegetation and drainage.

    c. Non-structural measures, such as placing the development farther from the shoreline, planting vegetation, low impact development measures, or installing on-site drainage improvements, are not feasible or not sufficient.

    d. The stabilization structure will not result in a net loss of shoreline ecological functions.

4. New development on steep or unstable slopes shall be set back sufficiently to ensure that shoreline stabilization will not be needed during the life of the structure, as demonstrated by a geotechnical analysis prepared by a geotechnical engineer of related professional licensed and in good standing in the State of Washington.

General Shoreline Stabilization – New or Expanded Measures

5. New structural stabilization measures and enlargement of existing structural stabilization measures shall be limited to the minimum size necessary and shall be permitted only when it has been conclusively demonstrated through scientific analysis that shoreline stabilization is necessary to protect existing primary structures, ecological function restoration projects or hazardous substance

remediation projects from erosion, and that nonstructural measures, planting vegetation, or installing on-site drainage improvements are not feasible or not sufficient.

General Shoreline Stabilization – Replacement and Repair

6. An existing shoreline stabilization structure shall not be replaced with a similar structure unless there is a demonstrated need to protect legally established principal uses or structures from erosion caused by currents or waves and a nonstructural measure is not feasible.

7. Shoreline stabilization solutions developed to replace existing shoreline stabilization shall be placed along the same alignment as, or landward of, the shoreline stabilization being replaced, except as noted below and in Regulation 30 and 31 pertaining to bulkheads.

8. Where existing structural stabilization is replaced by non-structural shoreline stabilization using bioengineering techniques and results in a documented improvement of shoreline functions, such stabilization may be allowed waterward of the ordinary high-water mark subject to state and federal approvals.

9. A major repair of a hard shoreline stabilization structure shall be allowed when the existing primary structure is 10 feet or less from the OHWM. All other major repair proposals must include a written narrative prepared by a qualified geotechnical engineer that provides a demonstration of need. A major repair shall be defined as:

    a. A repair needed to a portion of an existing stabilization structure that has collapsed, eroded away, or otherwise demonstrated loss of structural integrity, or in which the repair work involves modification of the toe rock or footing, and the repair is 50% or greater than the linear length of the shoreline stabilization measure; or

    b. A repair to more than 75% of the linear length of the existing hard structural stabilization measure in which the repair work involves replacement of top or middle course rocks or other similar repair activities.

10. Minor repairs are repairs that do not meet the threshold established in regulation 9 above and shall be allowed without a demonstration of need.

General Shoreline Stabilization – Design Requirements

11. Professional design (as approved by the City) of all shoreline stabilization is required. All shoreline modification activities shall be in support of a permitted shoreline use that is in conformance with the provisions of this Master Program unless it can be demonstrated that such activities are necessary and in the public interest.

12. Shoreline stabilization and modification projects shall first avoid, and then minimize, adverse impacts to the environment to the greatest extent feasible, and where such impacts cannot be avoided, mitigation shall be provided to achieve no net loss of shoreline ecological functions. Alternative methods to typical shoreline armoring using native vegetation and other natural shoreline features shall be considered when replacing existing and constructing new shoreline stabilization solutions.

13. Shoreline stabilization should not be used to create new or newly usable land.

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14. Shoreline stabilization shall not significantly interfere with normal surface and/or subsurface drainage into the water body.

15. Shoreline stabilization shall be designed so as not to constitute a hazard to navigation and to not substantially interfere with visual access to the water.

16. Shoreline stabilization shall be designed so as not to cause a significant impact to adjacent properties, including the need for shoreline stabilization elsewhere.

17. All shoreline modification activities must comply with all other regulations as stipulated by State and Federal agencies, local Tribes, or others that have jurisdiction.

18. Public access shall be required as part of publicly financed shoreline stabilization measures unless public access improvements would cause unavoidable health or safety hazards to the public, inherent and unavoidable security problems, unacceptable and unmitigable significant ecological impacts, unavoidable conflict with proposed use, or a cost that is disproportionate and unreasonable to the total long-term cost of the development.

Beach Enhancement

19. Beach enhancement along Lake Sawyer may be permitted when the applicant has demonstrated that the project will not detrimentally interrupt littoral processes, redirect waves, current, or sediment to other shorelines, or adversely affect adjacent properties or habitat and all other standards of the SMP, including mitigation sequencing and no net loss are followed. The Washington Department of Fish and Wildlife shall be consulted regarding proposed beach enhancement to obtain input on habitat present and proposed mitigation.

20. Beach enhancement is intended as a form of soft shoreline stabilization and any associated fill should be the minimum necessary to achieve the shoreline stabilization purpose. Beach enhancement is not intended to create additional dry land area. Beach enhancement is allowed as a permitted use, however, proposals which include more fill than necessary to achieve the stabilization purpose shall be subject to the requirements for Shoreline Fill in this Chapter, shall require a Conditional Use Permit and shall only be allowed in conjunction with a water-dependent or public use permitted by this Master Program, and for fisheries, aquaculture, or wildlife enhancement projects..

21. Beach restoration/enhancement activities shall not:

    a. Extend waterward more than the minimum amount necessary to achieve the desired stabilization as determined by the Shoreline Administrator based on specific justification in the required geotechnical analysis.

    b. Disturb shallow water fish/wildlife habitat without appropriate mitigation of the impacts, as determined by the Shoreline Administrator based on the recommendations of a qualified consultant.

22. The size and/or mix of new materials to be added to a beach shall be as similar as possible to that of the natural beach sediment, but large enough to resist normal current, wake, or wave action at the site.

23. The restored beach shall approximate, and may slightly exceed, the natural beach width, height, bulk or profile (but not as much as to create additional dry land).

24. Beach enhancement is prohibited within fish and/or wildlife spawning, nesting, or breeding habitat that would be adversely affected by it and also where littoral drift of the enhancement materials would adversely affect adjacent spawning grounds or other areas of biological significance.

Soil Bioengineering

20. All soil bioengineering projects shall use native plant materials appropriate to the specific area including trees, shrubs, and groundcovers, unless demonstrated infeasible for the particular site.

21. Unless Sensitive Area Regulations apply, all cleared areas shall be replanted immediately following construction and irrigated (if necessary) to ensure that within three (3) years all vegetation is one hundred (100) percent reestablished to achieve no net loss of ecological functions of the shoreline area. Areas that fail to adequately reestablish vegetation shall be replanted with approved plant materials until such time as the plantings are viable, or as otherwise specified for specific activities in this SMP or state or federal permits. Additional performance standards may be established by the Shoreline Administrator in administrative rules.

25. Bank stabilization in the form of a vegetated buffer zone shall be maintained (e.g., weeding, watering, dead plant replacement) for a minimum of three (3) years. The buffer zone shall exclude activities that could disturb the site. Where determined necessary by the Shoreline Administrator, fencing may be required to ensure protection of buffer plantings.

26. All construction and planting activities shall be scheduled to minimize impacts to water quality and fish and wildlife aquatic and upland habitat, and to optimize survival of new vegetation.

Breakwaters

27. Breakwaters, jetties, and groins shall not be permitted.

Bulkheads

28. Bulkhead design and development shall conform to all other applicable local, state, and federal agency regulations, including regulations for shoreline stabilization in this Chapter.

29. On shorelines where no other bulkheads are adjacent, the construction of a bulkhead shall tie in with the contours of the adjoining shorelines, as feasible, such that the proposed bulkhead would not cause erosion of the adjoining properties.

30. Bulkheads may tie in flush with existing bulkheads on adjoining properties, provided that the new bulkhead does not extend waterward of OHWM, except that which is necessary to make the connection to the adjoining bulkhead. In such circumstances, the remaining portion of the bulkhead shall be placed landward of the existing OHWM such that no net loss of lake occurs and the design complies with all other regulations as stipulated by State and Federal agencies, local Tribes, or others that have jurisdiction.

31. Replacement bulkheads shall not encroach waterward of the ordinary high-water mark or existing structure unless the residence was occupied prior to January 1, 1992, and there are overriding safety

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or environmental concerns. In such cases, the replacement structure shall abut the existing shoreline stabilization structure.

32. Replacement bulkheads may be permitted if there is a demonstrated need to protect principal uses or structures from erosion caused by waves provided that:
    a. The replacement bulkhead is designed, located, sized, and constructed to assure no net loss of ecological functions;
    b. The existing bulkhead is removed; and
    c. The proposal includes a report prepared by a geotechnical engineer or other qualified professional that evaluates the necessity of the bulkhead by estimating timeframes and rates of erosion, urgency of replacement (within 3 years), alternative solutions and other pertinent factors

33. When a bulkhead is required at a public access site, provisions for safe access to the water shall be incorporated into bulkhead design.

34. Stairs or other permitted structures may be built into a bulkhead, but shall not extend waterward of a bulkhead.

35. Fill behind bulkheads shall be limited to an average of one (1) cubic yard per running foot of bulkhead. Any filling in excess of this amount shall be considered a regulated activity subject to the policies and regulations in this SMP pertaining to fill activities and the requirement for obtaining a shoreline substantial development permit.

D. Dredging and Disposal

1. Applicability

Although these activities may occur separately from one another, they are often all parts of the same shoreline modification process and are, therefore, considered together in the following policies and regulations.

Dredging is the removal or displacement of earth or sediments such as gravel, sand, mud or silt and/or other materials or debris from any stream, or lake and associated shorelines, side channels, and wetlands. In a lake setting, dredging is normally done for specific purposes or uses such as deepening a navigational channel or obtaining bottom material. Excavations on beaches below the OHWM in lands covered by water constitutes dredging.

Dredge material is disposed of on land or into water bodies and may be intended for the purpose of creating new or additional lands for other uses. Dredge spoil varies from clean river sand to organic sludge. While some of this material is deposited on land, a significant portion is dumped, intentionally or unintentionally, back into the water or immediately adjacent to the water.

Of all activities on shorelines, dredging poses one of the greatest threats to water quality and aquatic life. In most cases, dredging occurs in shallow areas and may disturb the aquatic environment in the following ways: (1) temporary reduction of water clarity from suspended sediments, (2) loss of aquatic plants and animals by

direct removal or from the sedimentation of suspended materials, (3) alteration of the nutrient and oxygen levels of the water column, and (4) suspension of toxic materials from the sediments into the water column.

2. Dredging Policies and Regulations

a) Policies

1. When allowed, dredging and dredge material disposal should be limited to the minimum amount necessary.
2. In all cases, dredging operations should be planned and conducted to protect and maintain existing aquatic habitat and other shoreline uses, properties, and values. Proposals that include dredging should provide mitigation to achieve no net loss of shoreline ecological functions.
3. Dredging waterward of the ordinary high water mark for the primary purpose of obtaining fill should not be allowed, except as part of a restoration or environmental cleanup project.
4. The City may impose limitations on dredging activities, such as limited operating hours, time periods, and requirements for buffer strips at the site.

b) Regulations

1. Dredging and disposal of dredge material shall avoid, and minimize significant ecological impact; impacts that cannot be avoided shall be mitigated to achieve no net loss of ecological processes and functions.
2. All dredging and dredge disposal shall conform to applicable state and federal policies and regulations, provided they are consistent with the Shoreline Management Act and this SMP to ensure no net loss of ecological function.
3. New development siting and design shall avoid the need for new and maintenance dredging.
4. Dredging may be permitted as a conditional use activity only:
    a. When necessary to support a water-dependent use;
    b. For expansion or alteration of public utility facilities;
    c. As part of mitigation actions, environmental restoration and habitat enhancement projects;
    d. When technical information demonstrates water circulation, littoral drift, aquatic life and water quality will not be substantially impaired;
    e. When other solutions would result in greater environmental impact;
    f. As part of an approved habitat improvement project;
    g. If it improves water quality; and
    h. When applicable permits of other local, state and federal agencies have been obtained.
5. Maintenance dredging associated with a water dependent use shall be restricted to maintaining the previously dredged and/or existing authorized location, depth and width.

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6. Dredging for the primary purpose of obtaining fill or construction material is prohibited, except for projects associated with MTCA or CERCLA habitat restoration, or any other significant restoration effort approved by a shoreline CUP. When dredging is allowed for fill materials, placement of fill must be waterward of the OHWM.
7. Proposals for dredging and dredge disposal shall include details on all feasible mitigation measures to protect aquatic habitats. Dredging and dredge disposal shall not create a net loss of shoreline ecological functions.
8. Dredging material which will not subsequently cause violation of State Water Quality Standards may be used in permitted landfill projects.
9. Dredging operations shall be designed and scheduled to avoid impacts to fish, including impacts to fish rearing, feeding and spawning.
10. Depositing dredge materials in water areas shall be prohibited except where it is being used as part of a comprehensive ecological restoration project.
11. Dredging shall utilize techniques (such as hydraulic dredging instead of agitation dredging) that cause minimal dispersal and broadcast of bottom material.
12. Limitations may be imposed on dredging activities, such as limited operating hours, time periods, and requirements for buffer strips at the site.

E. Fill

1. Applicability

Fill is the placement of soil, sand, rock, gravel, sediment, earth retaining structure or other material to an area waterward of the OHWM, in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.

Fill is usually considered in locations where the water is shallow and where rooted vegetation often occurs. In their natural condition, these same areas provide valuable habitat for fish and wildlife feeding, breeding, and shelter. Biologically, the shallow vegetation areas tend to be highly productive portions of the lake. For these reasons, governmental agencies and scientific experts have generally sought to prohibit or restrict placement of fill in these areas.

The policies contained herein are intended to focus on the aspects of natural systems affected by dredging and the disposal of dredge material, man-made fill, cuts, excavations and site grading actions, while at the same time recognizing the community's needs.

Fill occurring on dry land landward of the OHWM which does not exceed a cost of five thousand seven hundred eighteen **(5,718) dollars or 250 cubic yards of material** (per WAC 173-27-040, may be adjusted annually by the State of Washington for inflation), does not require a shoreline substantial development permit, as noted elsewhere in this Master Program. This development, however, must comply with all other applicable policies and regulations as defined in this Master Program.

2. Fill Policies and Regulations

a) Policies

1. Shoreline fill should only be permitted as a conditional use in all shoreline environments.

2. Fills waterward of the OHWM should be restricted to the minimum necessary to support water-dependent uses, public access, cleanup and disposal of contaminated sediments as part of an interagency clean-up plan, disposal of dredged sediments in accordance with DNR rules, expansion or alteration of transportation facilities of statewide significance when no other alternatives are feasible, and for mitigation actions, environmental restoration, beach nourishment and enhancement projects, and only when other solutions would result in greater environmental impact.

3. Shoreline fills should be designed and located so that there will be no significant damage to existing ecological systems or natural resources, and no alteration of local currents, surface and subsurface drainage, or flood waters which would result in hazard to adjacent life, property, or natural resource systems.

4. Where permitted, fill coverage should be the minimum necessary to provide for the proposed use.

5. Fills should be permitted only when tied to a specific development proposal that is permitted by the master program.

6. In evaluating fill projects, factors such as current and potential public use of the shoreline and water surface area, water flow and drainage, water quality and habitat should be considered and protected to the maximum extent feasible. Further, the City should assess the overall value of the fill site in its present state versus the proposed shoreline use to be created to ensure consistency with the Shoreline Management Act and this Master Program.

7. The perimeter of fills should be designed to avoid or eliminate erosion and sedimentation impacts, both during initial fill activities and over time. Natural appearing and self-sustaining control methods are preferred over structural methods.

8. Replenishing sand and gravel on public and private beaches should be allowed, if it can be demonstrated that the proposal will result in no net loss of ecological functions.

9. Sanitary landfills should not be located in shoreline jurisdiction.

b) Regulations

1. Fill proposals must demonstrate, at a minimum, that they will result in no net loss of shoreline ecological functions.

2. Fills waterward of the OHWM (not including small scale beach enhancement intended as soft shoreline stabilization) in all environments and landward of the OHWM in the Natural Environment shall require a conditional use permit and shall be restricted to the minimum necessary to:

    a. Support allowed water-dependent uses,

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b. Provide public access,

c. Allow for the remediation and disposal of contaminated sediments as part of an interagency clean-up plan,

d. Provide for the expansion or alteration of transportation facilities of statewide significance when no other alternatives are feasible, or

e. Accomplish mitigation actions, environmental restoration and enhancement projects, and only when other solutions would result in greater environmental impact.

3. Fills shall be designed, constructed, and maintained to prevent, minimize, and control all material movement, erosion, and sedimentation from the affected area.
4. All perimeters of fills shall be provided with vegetation, retaining walls, or other satisfactory mechanisms for erosion prevention and sediment capture.
5. Fill shall be permitted only where it is demonstrated that the proposed action will not:

    a. Result in significant damage to water quality, fish, aquatic habitat, and/or wildlife habitat; or

    b. Adversely alter natural drainage and circulation patterns, or significantly reduce flood water holding capabilities.

    c. The Washington Department of Fish and Wildlife shall be consulted regarding any project where fill is proposed below the OHWM.

6. Refuse disposal sites, solid waste disposal sites, or sanitary fills shall be prohibited within the shoreline jurisdiction.
7. Any placement or removal of materials landward of the OHWM shall comply with the provisions of Vegetation Conservation (Clearing and Grading) of this SMP.
8. All fill proposals shall conform to applicable state and federal policies and regulations, provided they are consistent with the Shoreline Management Act and this SMP to ensure no net loss of ecological function.

F. Overwater Structures and Launching Facilities

1. Applicability

Piers and docks are structures which abut the shoreline and are often used as a landing or moorage place for watercraft. Piers are built on fixed platforms supported by piles above the water, while docks float upon the water. Some piers may terminate in a float section that is connected by a ramp. Piers are the most common type of overwater structure on Lake Sawyer. Recreational floats are independent anchored off-shore platforms, used for water-dependent recreational activities such as swimming and diving. Mooring structures include moorage piles, buoys and boat lifts. Launching facilities include boat ramps and launching rails.

All of these types of facilities have positive and negative aspects. Floating docks generally have less of a visual impact than piers on pilings. However, in the nearshore, docks can interrupt littoral drift of sediments and

other suspended materials, and significantly shade the aquatic environment throughout their length. Pile piers can provide diverse habitat for both desirable and undesirable aquatic life. Excavated moorage involves dredging and will disturb bottom sediments and aquatic life. Docks and piers alike create impediments to boat traffic and fish travel. Pier construction requires regulation to protect navigation, to protect shoreline aesthetics, and to maintain the useable water surface and aquatic lands for life forms characteristic and important to those areas.

2. Policies and Regulations

a) Policies

1. New piers and docks should be allowed only for public access and water-dependent uses.
2. New piers and docks should be restricted to the minimum size necessary and permitted only when the applicant has demonstrated that a specific need exists to support the intended water-dependent use.
3. Piers and docks should be discouraged where conflicts with recreational boaters and other recreational water activities would be created by their construction.
4. The further proliferation of single-purpose, single-owner piers and docks should be discouraged. Preference should be given to joint- use structures in shoreline areas unless the applicant demonstrates why a joint-use structure is not feasible.
5. Substantial additions or alterations to overwater structures, including renovations where the cost of the development exceeds fifty ~~(75)~~(50) percent of the fair market value of the existing structure, should be in conformance with all policies and regulations set forth in this Master Program.
6. Preference should be given to fixed-pile piers elevated above the OHWM. Floating docks should be allowed if the applicant can demonstrate why a fixed pile pier is not feasible or will result in greater impacts.
7. Recreational floats should be allowed where they are intended to support public or private recreational uses, or in lieu of fixed piers adjacent to residential land uses.
8. Mooring buoys should be encouraged as a low-impact moorage option.
9. New covered moorage should not be allowed.
10. Overwater structures, including piers, should only be authorized after consideration of:
    a. The effect such structures have on wildlife and aquatic life, water quality, scenic and aesthetic values, environmental sensitive resources, submerged lands, and submerged vegetation.
    b. The effect such structures have on water circulation, recreational boating, sediment movement and littoral drift and shoreline access.
11. Overwater structures and mooring buoys should be designed to cause minimum interference with navigable waters and the public's safe use of the lake and shoreline.
12. Use of non-reflective materials in construction should be required.

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13. The proposed size of the structure and intensity of use or uses of any overwater structure should be compatible with the surrounding environment and land and water uses.

14. Boat ramps for motorized vessels should be limited to one public ramp at Boat Launch Park and all future boat ramp improvements should be consistent with mitigation sequencing and result in no net loss of shoreline ecological functions.

15. Lighting facilities should be limited to the minimum extent necessary to locate the pier or dock at night.

~~16. Lighting on piers, docks and floats shall avoid light spill over onto the water surface.~~ **Formatted:** Highlight **Formatted:** Highlight

b) Regulations

General

1. All new, reconstructed, repaired, or modified overwater structures must comply with all regulations contained in this SMP and all other regulations as stipulated by State and Federal agencies, local Tribes, or others that have jurisdiction.
2. Mitigation shall be provided for all new, reconstructed, ~~repaired,~~ or modified overwater structures to ensure no net loss of ecological function. **Formatted:** Highlight
3. New piers and docks shall be allowed only for public access and water-dependent uses, which includes a structure associated with a single family residence provided that it is designed and intended as a facility for access to watercraft and otherwise complies with the regulations contained in the this section.
4. Piers and docks may be permitted accessory to a development provided:
    a. The applicant has demonstrated to the satisfaction of the Shoreline Administrator that a shared or joint-use pier is not feasible.
    b. No more than one (1) pier/dock for each single-family residence or lot is permitted.
    ~~c. On lots with less than sixty (60) feet of waterfront, joint-use piers/docks shall be required, except as follows; when lots on either side of the subject lot have legal pre-existing piers or docks and the applicant demonstrates to the satisfaction of the Shoreline Administrator that a shared use agreement is not feasible. Only in this case may the lot with less than sixty (60) feet of waterfront be permitted an individual dock/pier.~~ **Formatted:** Highlight **Formatted:** Bullets and Numbering
5. New piers and docks that are not accessory to single family residences shall be permitted only when intended for public use or when the applicant has demonstrated that a specific need exists to support the intended water-dependent use.
6. New residential development of more than two dwellings (e.g. short subdivision) shall provide a joint use or community moorage structure, rather than individual piers or docks.
7. Proposed overwater structures which do not comply with the dimensional standards contained in this chapter may only be approved if they obtain a variance.
8. Fixed pile piers elevated at least two (2) feet above the OHWM shall be preferred. Floating docks shall be allowed if floating elements are not located within the first thirty (30) feet of the shoreline

measured waterward of the OHWM, unless the applicant can demonstrate why adherence to this restriction is not feasible and an alternative design would result in less ecological impact.

9. All float tubs shall be fully encapsulated and the decks shall be fully grated except for the float tubs, designed with a ramp section connecting to the upland and are prohibited from resting on the substrate. Floating docks are required to be designed to not ground during low water conditions.

10. All overwater structures shall be constructed and maintained in a safe and sound condition. Abandoned or unsafe overwater structures shall be removed or repaired promptly by the owner.

11. Wooden components that will be in contact with water or over water shall not be treated or coated with herbicides, fungicides, paint, pentachloraphenol, arsenate, creosote, or similar toxic substances. Structures shall be made out of materials that have been approved by applicable state and federal agencies.

12. New Boat houses located over water or within the shoreline setback area are not permitted.

13. Covered moorage with a solid roof and structural elements is not permitted, however one boat canopy with a translucent covering and one boat lift per lot is permitted, except for joint use docks, where one boat lift and one canopy per ownership interest is permitted. Up to two lifts for personal watercraft shall also be permitted.

14. No portion of a deck of a pier shall, during the course of the normal fluctuations of the elevation of the water body, protrude more than six (6) feet above the OHWM.

15. No residential dwelling unit may be constructed on an overwater structure.

16. No pier, moorage, float, or overwater structure or device shall be located closer than fifteen feet from the side property line extended, except that such structures may abut property lines for the common use of adjacent property owners when mutually agreed to by the property owners in a contract recorded with King County Records, a copy which must accompany an application for a building permit or a shoreline permit.

~~16.~~17. All pier and dock lengths shall be minimized to the maximum extent feasible and comply with regulations as stipulated by State and Federal agencies, local Tribes, or others that have jurisdiction.

~~17.~~18. The length, width, and total area of moorage structures are provided in Table V below.

~~18.~~19. Table V: Dimensional Standards for Overwater Structures

Standard	Dock	Pier
Height above OHWM[1]	N/A	2 ft.
Maximum Length[2]	The point at which 11 ft. of water depth is reached, not to exceed 60 ft. All measurements are based on the OHWM as determined	The point at which 11 ft. of water depth is reached, not to exceed 60 ft. All measurements are based on the OHWM as determined

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	in the field.	in the field.
Maximum Width[3]	4 ft. required within the first 30 feet from the OHWM, 6 feet required elsewhere.	4 ft. required within the first 30 feet from the OHWM, 6 feet required elsewhere.
Maximum Surface Area[4]	400 sq. ft. (single owner) 480 sq. ft. (joint-use) 600 sq. ft (if public access provided)	480 sq. ft. (single owner) 600 sq. ft. (joint-use) 1000 sq. ft. (if public access provided)

1 No portion of a deck of a pier shall, during the course of the normal fluctuations of the elevation of the water body, protrude more than six (6) feet above the water surface.

2 The proposed length must be the minimum necessary to support the intended use. The total dock length includes approach ramp and floating element(s). A report prepared by a qualified professional that includes verifiable survey information demonstrating the average water depth is required for all docks or piers over forty (40) feet in length. Existing public piers may be repaired or replaced to their previous length. Piers or docks extending further waterward than adjacent piers or docks must demonstrate that they will not have an adverse impact on navigation.

3 Includes all walkways and additional fingers. The proposed width must be the minimum necessary to support the intended use. All pier and dock primary walkways or decks must incorporate materials and a design that allow adequate minimum of ~~40~~50% of light to transmit through the material. Floats must have a minimum 2-foot strip of grating down the center that allows ~~40~~50% of light to transmit through. The maximum width of a ramp connecting a pier to a float should be minimized to the maximum extent practical and shall also meet the light transmittal standard. An exception to the maximum width standard may be granted in order to meet the American's with Disabilities Act standards and considerations. A demonstration of need must be shown in order to allow this exception.

4 The proposed surface area of the overwater structure must be the minimum necessary to support the intended use. Maximum surface area includes all walkways, ramps, and additional fingers associated with the dock or pier, as well as any float associated with the property or properties (see additional standards for floats below). Joint-use docks and piers must be utilized by two or more residential property owners.

Recreational Floats

20 Recreational floats may be permitted, provided:

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A. One float per property is permitted.

a. The area of a recreational float shall be minimized to the maximum extent feasible and comply with regulations as stipulated by State and Federal agencies, local Tribes, or others

that have jurisdiction. No recreational float shall have more than one hundred and fifty (150) square feet when associated with a private recreation land use, and four hundred (400) when associated with a public recreational land use. The float area shall count toward the maximum allowed surface area for overwater structures in Section F.2.b.18 (Table 5) of this Chapter.

b. Distance waterward from the OHWM. Recreational floats must be in water with depths of 8 feet or more at the landward end of the float and may be located up to a maximum waterward distance of sixty (60) feet.

21. Recreational floats shall be designed and intended for swim use or other non-motorized use.

22. Recreational floats shall incorporate material that allows 40% of light to transmit through in a minimum 2 foot strip down the center.

23. Retrieval lines shall not float at or near the surface of the water.

24. Height. Recreational floats must be built so that the deck surface is one (1) foot above the water's surface and they must have reflectors for nighttime visibility.

25. All float tubs shall be fully encapsulated.

Boat Ramps

26. One boat ramp may be permitted for recreational uses at Boat Launch Park in the Urban Conservancy environment provided the applicant shall demonstrate that the proposed length of the ramp is the minimum necessary to safely launch the intended craft and comply with all regulations as stipulated by State and Federal agencies, local Tribes, or others that have jurisdiction.

27. In no case shall the ramp extend beyond the point where the water depth is six (6) feet below the OHWM, unless the City determines that a greater depth is needed for a public boat launch facility.

28. Public boat ramps and commercial boat ramps are regulated as Boating Facilities and must comply with all policies and regulations in Chapter 4 of this SMP.

29. Boat ramps shall be separated from swim areas by a minimum of twenty-five (25) feet.

30. Preferred boat ramp designs, in order of priority, are:

    a. Open grid designs with minimum coverage of lake substrates.

    b. Seasonal ramps that can be removed and stored upland.

    c. Structures with segmented pads and flexible connections that leave space for natural beach substrate and can adapt to changes in shoreline profile.

31. All boat launches shall comply with all regulations as stipulated by state and federal agencies, affected tribes, or others with jurisdiction.

Mooring Bouys

32. Moorage buoys installed for recreational purposes may be permitted provided they are consistent with this Program and can meet the following criteria:

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a. The installation and use of moorage buoys shall comply with all applicable state and federal laws, regulations, permits and approvals.

b. One mooring buoy per lot is permitted.

c. Mooring buoys shall be located, spaced and oriented to not pose a hazard or obstruction to navigation, fishing, pleasure boating, or swimming activity.

d. Mooring buoys and the swing path of attached boats shall not encroach onto adjacent properties, or into the water-ward extension of lot lines of adjacent properties, and shall not impede the ability of other property owners to access their property.

e. Mooring buoys shall be located to avoid sensitive aquatic and nearshore habitat areas and shall not result in the degradation of water quality or habitat areas.

f. Mooring buoys shall not be used for residential purposes (living on the boat).

Chapter 6 Administration

A. Purpose and Applicability

There is hereby established an administrative system designed to assign responsibilities for implementation of the Shoreline Master Program (SMP) and shoreline permit review, to prescribe an orderly process by which to review proposals and permit applications, and to ensure that all persons affected by this SMP are treated in a fair and equitable manner. All proposed shoreline uses and development, including those that do no require a shoreline permit, must conform to the Shoreline Management Act (SMA) and to the policies and regulations of this SMP. Where inconsistencies or conflicts with other sections of the Black Diamond Municipal Code occur, this section shall apply.

B. Program Administrator

1. The City's Community Development Director is hereby vested with:

    a. Overall responsibility for administering the Shoreline Management Act (SMA) and this Shoreline Master Program (SMP) as the Shoreline Administrator;
    b. Authority to approve, approve with conditions, or deny shoreline permit revisions in accordance with the policies and provisions of this SMP; and
    c. Authority to grant statements of exemption from shoreline substantial development permits in accordance with the policies and provisions of this SMP.

2. The duties and responsibilities of the Shoreline Administrator shall include:

    a. Preparing and using application forms deemed essential for the administration of this SMP.
    b. Advising interested citizens and applicants of the goals, policies, regulations, and procedures of this SMP.
    c. Making administrative decisions and interpretations of the policies and regulations of this SMP and the SMA.
    d. Collecting applicable fees, as established in the City's fee schedule.
    e. Determining that all applications and necessary information and materials are provided.
    f. Conducting field inspections, as necessary,
    g. Reviewing, insofar as possible, all provided and related information deemed necessary for appropriate applications needs.
    h. Determining if a shoreline substantial development permit, conditional use permit or variance permit is required.
    i. Providing copies of permit applications to all relevant staff and agencies for review and comment.
    j. Conducting a thorough review and analysis of shoreline exemption applications; reviewing other staff and agency comments; making written findings and conclusions; and approving, approving with conditions, or denying such exemptions.

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k. Submitting shoreline substantial development permit shoreline variance and conditional use permit applications and written recommendations and findings on such permits to the City's Hearing Examiner for their consideration and action.
l. Submitting shoreline redesignation permit applications and written recommendations and findings on such permits to the Planning Commission for recommendation to the City Council.
m. Assuring that proper notice is given to appropriate persons and the public for all hearings.
n. Providing technical and administrative assistance to the City's Hearing Examiner, Planning Commission and City Council as required for effective and equitable implementation of this program and the Act.
o. Investigating, developing, and proposing amendments to this SMP as deemed necessary to more effectively and equitably achieve its goals and policies.
p. Enforcing and seeking remedies for alleged violations of this program, the provisions of the SMA and this SMP or of conditions of any approved shoreline permit issued by the City of Black Diamond. The Shoreline Administrator may delegate these enforcement duties to a designated representative.
q. Acting as the primary liaison between local and state agencies in the administration of the SMA and this SMP.
r. Forwarding shoreline permits to the Department of Ecology for filing or action.

C. Review Criteria for All Development

1. All proposed uses, activities and development occurring within shoreline jurisdiction must conform to Chapter 90.58 RCW, i.e. the Shoreline Management Act (SMA), its implementing rules and this master program, whether or not a permit is required.

2. No authorization to undertake use or development on shorelines of the state shall be granted by the local government unless upon review the use or development is determined to be consistent with the policy and provisions of the SMA and the SMP.

3. No permit shall be issued for any new or expanded building or structure of more than thirty-two feet above average grade level on shorelines of the state that will obstruct the view of a substantial number of residences on areas adjoining such shorelines except where a master program does not prohibit the same and then only when overriding considerations of the public interest will be served.

4. A substantial development shall not be undertaken within the jurisdiction of the SMA unless a shoreline substantial development permit has been obtained and the appeal period has been completed and any appeals have been resolved and/or the applicant has been given permission to proceed by the proper authority.

5. The City may attach conditions to the approval of permts as necessary to ensure consistency of the project with the SMA and this SMP.

D. Exemptions

1. The following guidelines are to be used in determining whether or not a development proposal is exempt from the substantial shoreline development permit.

    a. Exemptions shall be construed narrowly. Only those developments that meet the precise terms of one or more of the listed exemptions may be granted exemption from the substantial development permit process.
    b. An exemption from the substantial development permit process is not an exemption from compliance with the Shoreline Management Act (SMA) or this Shoreline Master Program (SMP), nor from any other regulatory requirements. To be authorized, all uses and developments must be consistent with the policies and provisions of this SMP and the SMA. A development or use that is listed as a conditional use pursuant to this SMP or is an unlisted use, must obtain a conditional use permit even though the development or use does not require a substantial development permit. When a development or use is proposed that does not comply with the bulk, dimensional and performance standards of this SMP, such development or use can only be authorized by approval of a variance.
    c. The burden of proof that a development or use is exempt from the permit process is on the applicant.
    d. If any part of a proposed development is not eligible for exemption, then a substantial development permit is required for the entire proposed development project.
    e. The City's Shoreline Administrator may attach conditions to the approval of exempted developments and/or uses as necessary to assure consistency of the project with the SMA and this SMP.

2. The following list outlines twelve (12) exemptions that shall not be considered substantial developments for the purpose of this SMP:

    a. Any development of which the total cost or fair market value, whichever is higher, does not exceed five thousand seven hundred eighteen ($5,xxx) dollars, if such development does not materially interfere with the normal public use of the water or "shorelines of statewide significance." The dollar threshold established in this subsection must be adjusted for inflation by the Office of Financial Management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. The total cost or fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials;
    b. Normal maintenance or repair of existing structures or developments, including damage by accident, fire, or elements. "Normal maintenance" includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition. "Normal repair" means to restore a development to a state comparable to its original condition within a reasonable period after decay or partial destruction.. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including, but not limited to, its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment;

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c. Construction of a normal protective bulkhead common to single family residences. A "normal protective bulkhead" includes those structural and nonstructural developments installed at or near, and parallel to the ordinary high water mark for the sole purpose of protecting an existing single family residence and appurtenant structures from loss or damage by erosion. A normal protective bulkhead is not exempt if constructed for the purpose of creating dry land. When a vertical or near vertical wall is being constructed or reconstructed, not more than one cubic yard of fill per one foot of wall may be used as backfill. When an existing bulkhead is being repaired by construction of a vertical wall fronting the existing wall, it shall be constructed no further waterward of the existing bulkhead than is necessary for construction of new footings. When a bulkhead has deteriorated such that an ordinary high water mark has been established by the presence and action of water landward of the bulkhead, then the replacement bulkhead must be located at or near the actual ordinary high water mark. Beach nourishment and bioengineered erosion control projects may be considered a normal protective bulkhead when any structural elements are consistent with the above requirements and when the project has been approved by the Washington Department of Fish and Wildlife;

d. Emergency construction necessary to protect property from damage by the elements. An "emergency" is an unanticipated and imminent threat to public health, safety, or the environment which requires immediate action within a time too short to allow full compliance with the Act or this Master Program. Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed by the Shoreline Administrator to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit which would have been required, absent an emergency, pursuant to the Act and this Master Program, obtained. All emergency construction shall be consistent with the policies of the Act and this Master Program. As a general matter, flooding or other seasonal events that can be anticipated and may occur but that are not imminent are not an emergency;

e. Construction by an owner, lessee, or contract purchaser of a single-family residence for their own use or for the use of their family, which residence does not exceed a height of thirty-two (32) feet above average grade level and meets all requirements of the City of Black Diamond having jurisdiction thereof, other than requirements imposed pursuant to the Act. "Single-family residence" means a detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are a normal appurtenance. An "appurtenance" is necessarily connected to the use and enjoyment of a single-family residence and is located landward of the ordinary high water mark and the perimeter of a wetland. Normal appurtenances include a garage, deck, driveway, utilities, fences, installation of a septic tank and drainfield, and grading which does not exceed two hundred fifty cubic yards and which does not involve placement of fill in any wetland or waterward of the ordinary high water mark. Construction authorized under this exemption shall be located landward of the ordinary high water mark and shall be subject to required setbacks.

f. Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of single-family and multiple-family residences. A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances. This exception applies if the fair market value of the dock does not exceed ten thousand dollars ($10,000), but if subsequent construction having a fair

market value exceeding two thousand five hundred dollars ($2,500) occurs within five years of completion of the prior construction, the subsequent construction shall be considered a substantial development for the purpose of this chapter.

g. The marking of property lines or corners on state owned lands, when such marking does not significantly interfere with the normal public use of the surface waters;

h. Any project with certification from the Governor pursuant to Chapter 80.50 RCW.

i. Site exploration and investigation activities that are prerequisite to preparation of an application for development authorization under this chapter, if:

   i. The activity does not interfere with the normal public use of the surface waters;

   ii. The activity will have no significant adverse impact on the environment including but not limited to fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;

   iii. The activity does not involve the installation of any structure, and upon completion of the activity the vegetation and land configuration of the site are restored to conditions existing before the activity;

   iv. A private entity seeking development authorization under this section, first posts a performance bond or provides other evidence of financial responsibility to the local jurisdiction to ensure that the site is restored to preexisting conditions.

j. The process of removing or controlling aquatic noxious weeds, as defined in RCW 17.26.020, through the use of an herbicide or other treatment methods applicable to weed control that are recommended by a final environmental impact statement published by the Department of Agriculture or the Department of Ecology jointly with other state agencies under chapter 43.21C RCW;

k. Watershed restoration projects as defined in WAC 173-27-040(o)(i). The Shoreline Administrator shall review the projects for consistency with the SMP in an expeditious manner and shall issue its decision along with any conditions within forty-five (45) days of receiving all materials necessary to review the request for exemption from the applicant. No fee may be charged for accepting and processing requests for exemption for watershed restoration projects.

l. A public or private project that is designed to improve fish or wildlife habitat or fish passage, when all of the requirements of WAC 173-27-040(p) apply. No local government may require permits or charge fees for fish habitat enhancement projects that meet the criteria identified in WAC 173-27-040(p) and that are reviewed and approved according to the provisions of this section.

5. Whenever a development falls within the exemption criteria outlined above and the development is subject to a U.S. Army Corps of Engineers Section 10 or Section 404 Permit, the City's Shoreline Administrator shall prepare a Statement of Exemption, and transmit a copy to the applicant and the Washington State Department of Ecology. Exempt development as defined herein shall not require a substantial development permit, but may require a conditional use permit, variance and/or a Statement of Exemption.

6. Before determining that a proposal is exempt, the City's Shoreline Administrator may conduct a site inspection to ensure that the proposal meets the exemption criteria. The exemption granted may be conditioned to ensure that the activity is consistent with the SMP and the SMA.

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E. Permit Process

1. Applicants shall apply for shoreline substantial development, variance, and conditional use permits on forms provided by the City.

2. Shoreline substantial development permits, shoreline variance permits and shoreline conditional use permits are a Type 3 application and shall be processed and subject to the applicable regulations of Chapter 18.08 BDMC, as amended.

3. An applicant for a shoreline substantial development permit who wishes to request a variance and/or conditional use, shall submit the variance and/or conditional use application(s) and the substantial development permit application simultaneously.

4. Public notice. A notice of application shall be issued for all shoreline permit applications as provided for in Chapter 18.08 BDMC, as amended, excepting that the public comment period for the notice of application for a shoreline substantial development, conditional use or variance permit shall be not less than thirty (30) days, per WAC 173-27-110(2)(e).

5. Application review. The Administrator shall make decisions on shoreline exemptions, and recommendations on applications for conditional use and variance permits based upon: (1) the policies and procedures of the SMA and related sections of the Washington Administrative Code; and (2) this SMP.

6. Hearing Examiner action. The Hearing Examiner shall review an application for a shoreline substantial development permit, shoreline variance and shoreline conditional use permit and make decisions based upon: (1) this SMP; (2) the policies and procedures of the SMA and related sections of the Washington Administrative Code; (3) written and oral comments from interested persons; (4) reports from the Shoreline Administrator; and (5) Chapters2.30 and 18.08 BDMC, as amended.

7. Filing with Department of Ecology. All applications for a permit or permit revision shall be submitted to the Department of Ecology, as required by WAC 173-27-130 or as subsequently amended. After City approval of a Conditional Use or variance permit, the City shall submit the permit to the Department of Ecology for the Department's approval, approval with conditions, or denial, as provided in WAC 173-27-200. The Department shall transmit its final decision to the City and the applicant within thirty (30) calendar days of the date of submittal by the City.

8. Hold on Construction. Each permit issued by the City shall contain a provision that construction pursuant to the permit shall not begin and is not authorized until twenty-one (21) days from the date of filing with the Department of Ecology, per WAC 173-27-190 or as subsequently amended. "Date of filing" of the City's final decision on substantial development permits differs from date of filing for a Conditional Use permit or variance. In the case of a substantial development permit, the date of filing is the date the City transmits its decision on the permit to the Department of Ecology. In the case of a variance or Conditional Use permit, the "date of filing" means the date the Department of Ecology's final order on the permit is transmitted to the City.

9. Duration of permits. Construction, or the use or activity, shall commence within two (2) years after approval of the permits. Authorization to conduct development activities shall terminate within five (5) years after the effective date of a shoreline permit. The Administrator may authorize a single extension before the end of either of these time periods, with prior notice to parties of record and the Department of Ecology, for up to one (1) year based on reasonable factors.

10. Compliance with permit conditions. When permit approval includes conditions, such conditions shall be satisfied prior to occupancy or use of a structure or prior to commencement of a nonstructural activity. All uses and developments occurring within shoreline jurisdiction shall be compliant with 90.58 RCW.

F. Substantial Development Permits

1. A substantial development permit shall be granted only when the development proposed is consistent with:
   a. The policies and procedures of the SMA;
   b. Applicable state regulations; and
   c. The provisions of this SMP.
2. Local government may attach conditions to the approval of permits as necessary to assure consistency of the project with the act and the local master program.

G. Variances

1. Purpose. The purpose of a variance is strictly limited to granting relief to specific bulk dimensional, or performance standards set forth in the SMP, and where there are extraordinary or unique circumstances relating to the property such that the strict implementation of the SMP would impose unnecessary hardships on the applicant or thwart the SMA policies as stated in RCW 90.58.020. These provisions should be applied in a manner which, while protecting the environment, will assure that a person will be able to use his/her property in a fair and equitable manner. Construction pursuant to this permit shall not begin nor can construction be authorized except as provided in RCW 90.58.020. In all instances, extraordinary circumstances shall be shown and the public interest shall suffer no substantial detrimental effect.
2. Criteria for Granting Variances
   a. Variances for development that will be located landward of the ordinary high water mark and landward of any wetland may be authorized provided the applicant can demonstrate consistency with the following variance criteria as listed in WAC 173-27-170:
      i. That the strict application of the bulk, dimensional, or performance standards set forth in the Master Program precludes, or significantly interferes with, reasonable use of the property.
      ii. That the hardship described above is specifically related to the property, and is the result of unique conditions such as irregular lot shape, size, or natural features and the

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application of the SMP and not, for example, from deed restrictions or the applicant's own actions.

iii. That the design of the project is compatible with other permitted activities within the area and with uses planned for the area under the Comprehensive Plan and SMP and will not cause adverse impacts to the shoreline environment.

iv. That the variance will not constitute a grant of special privilege not enjoyed by the other properties in the area.

v. That the variance requested is the minimum necessary to afford relief.

vi. That the public interest will suffer no substantial detrimental effect.

b. Variances for a development and/or uses that will be located waterward of the ordinary high water mark or within any wetland may be authorized provided the applicant can demonstrate all of the following:

i. That the strict application of the bulk, dimensional, or performance standards set forth in the SMP precludes all reasonable use of the property.

ii. That the proposal is consistent with the criteria established under subsection (2)(a) through (d) of this section.

iii. That the public rights of navigation and use of the shorelines will not be adversely affected.

c. In the granting of all variances, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if variances were granted to other developments and/or uses in the area where similar circumstances exist, the total of the variances shall also remain consistent with the policies of RCW 90.58.020 and shall not cause substantial adverse effects to the shoreline environment.

d. Variances from the use regulations in Chapter 4, Table I of the SMP are prohibited.

H. Conditional Uses

1. Purpose. The purpose of a conditional use permit is to provide a system within the SMP which allows flexibility in the application of use regulations in a manner consistent with the policies of RCW 90.58.020. In authorizing a conditional use, special conditions may be attached to the permit by the City of Black Diamond or the Department of Ecology to prevent undesirable effects of the proposed use and/or to assure consistency of the project with the SMA and the SMP. Uses that are specifically prohibited by this SMP may not be authorized with the approval of a conditional use permit.

2. Criteria for Granting Shoreline Conditional Use Permits. Uses which are classified or set forth as conditional uses in the SMP may be authorized, provided the applicant demonstrate all of the following conditional use criteria as listed in WAC 173-27-160:

a. That the proposed use is consistent with the policies of RCW 90.58.020 and the SMP;

b. That the proposed use will not interfere with the normal public use of public shorelines;

c. That the proposed use of the site and design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and this SMP;

d. That the proposed use will cause no significant adverse effects to the shoreline environment in which it is to be located; and

e. That the public interest suffers no substantial detrimental effect.

3. In the granting of all conditional use permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if conditional use permits were granted for other developments in the area where similar circumstances exist, the total of the conditional uses shall also remain consistent with the policies of RCW 90.58.020 and shall not produce substantial adverse effects to the shoreline environment.

4. Other uses which are not classified or set forth in this SMP may be authorized as conditional uses provided the applicant can demonstrate consistency with the requirements of this section and the requirements for conditional uses contained in the SMP.

5. Uses which are specifically prohibited by the SMP may not be authorized.

I. Time Requirements of Permit

1. The time requirements of this section shall apply to all shoreline substantial development permits and to any development authorized pursuant to a variance or conditional use permit authorized by this chapter. Upon a finding of good cause, based on the requirements and circumstances of the project proposed and consistent with the policy and provisions of this SMP and this chapter, the City may adopt different time limits from those set forth in section as a part of action on a substantial development permit.

2. Notwithstanding any other provision of the Black Diamond Municipal Code, construction activities shall be commenced or, where no construction activities are involved, the use or activity shall be commenced within two years of the effective date of a substantial development permit. However, the Shoreline Administrator may authorize a single extension for a period not to exceed one year based on reasonable factors, if a request for extension has been filed before the expiration date and notice of the proposed extension is given to parties of record on the substantial development permit and to the department.

3. Authorization to conduct development activities shall terminate five years after the effective date of a substantial development permit. However, local government may authorize a single extension for a period not to exceed one year based on reasonable factors, if a request for extension has been filed before the expiration date and notice of the proposed extension is given to parties of record and to the department.

4. The effective date of a substantial development permit shall be the date of filing as provided in RCW 90.58.140(6). The permit time periods in RCW 90.58.140 subsections (B) and (C) do not include the time during which a use or activity was not actually pursued due to the pendency of administrative appeals or legal actions or due to the need to obtain any other government permits and approvals for the development that authorize the development to proceed, including all reasonably related administrative or legal actions on any such permits or approvals.

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5. Revisions to permits under WAC 173-27-100 may be authorized after original permit authorization has expired. Provided, that this procedure shall not be used to extend the original permit time requirements or to authorize substantial development after the time limits of the original permit.

6. The City shall notify the department of Ecology in writing of any change to the effective date of a permit, as authorized by this section, with an explanation of the basis for approval of the change. Any change to the time limits of a permit other than those authorized by RCW 90.58.143 as amended shall require a new permit application

J. Nonconforming Use and Development Standards

1. Applicability

"Nonconforming use or development" means a shoreline use or development which was lawfully constructed or established prior to the effective date of the Act or this Master Program, or amendments thereto, but which does not conform to present regulations or standards of this Master Program. Standards for nonconforming use or development in the shoreline area are provided below. In the event of a conflict between the standards below and the standards contained in BDMC Chapter 18.68 or any other standard in the BDMC, the requirement that most supports the provisions of the Shoreline Management Act as stated in RCW 90.58.020 shall apply, as determined by the City.

2. Nonconforming Structures

a. Structures that were legally established and are used for a conforming use, but which are nonconforming with regard to setbacks, buffers or yards; area; bulk; height or density may be maintained and repaired and may be enlarged or expanded provided that said enlargement does not increase the extent of nonconformity by further encroaching upon or extending into areas where construction or use would not be allowed for new development or uses. Modification, reconstruction or addition to a nonconforming structure, including increasing the height of a structure to the maximum allowed by zoning regulations, shall ~~not~~ be permitted, provided it does not increase the building footprint lying within the required setback area.

b. If a nonconforming structure, waterward of the OHWM, is intentionally modified and the cost of the proposed structure~~development~~ exceeds seventy-five (75)~~fifty (50)~~ percent of the fair market value of the replacement cost of the original structure, it shall be required to meet all applicable standards in the SMP.

c. If a nonconforming structure ~~is unintentionally~~ damaged by fire, explosion, or other casualty and/or natural disaster ~~to an extent not exceeding seventy-five (75) percent of the fair market value of the replacement cost of the original structure,~~ it may be reconstructed to those configurations existing immediately prior to the time the structure was damaged, provided that application is made for the permits necessary to restore the structure within twenty-four~~six~~ months of the date the damage occurred, all permits are obtained and the restoration is completed within two years of permit issuance.

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d. If a nonconforming structure is damaged by fire, explosion, or other casualty and/or natural disaster and the criteria in item c, are not met, the owner shall be required to revegetate the lot.

~~d.~~c. A structure for which a variance has been issued shall be considered a legal nonconforming structure and the requirements of this section shall apply as they apply to preexisting nonconformities.

~~e.~~f. A nonconforming structure which is moved any distance must be brought into conformance with the Master Program and the Act.

3. Nonconforming Use

a. Uses that were legally established and are nonconforming with regard to the use regulations of the Master Program may continue as legal nonconforming uses.

b. A use which is listed as a conditional use, but which existed prior to adoption of the Master Program or any relevant amendment and for which a conditional use permit has not been obtained, shall be considered a nonconforming use.

c. A nonconforming use may be expanded or extended throughout the structure occupied by the original nonconforming use. The structure's usable floor area may only be increased pursuant to granting of a conditional use permit.

d. A structure which is being or has been used for a nonconforming use may be used for a different nonconforming use only upon the approval of a conditional use permit. A conditional use permit may be approved only upon a finding that:

   i. No reasonable alternative conforming use is practical; and

   ii. The proposed use will be at least as consistent with the policies and provisions of the act and the master program and as compatible with the uses in the area as the preexisting use.

   iii. In addition such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of the Master Program and the Shoreline Management Act and to assure that the use will not become a nuisance or a hazard.

e. A nonconforming use may be re-established as a nonconformance, except that any nonconforming use that is discontinued for a period of one (1) year shall not be allowed to continue as the nonconforming use.

4. Nonconforming Lots

a. An undeveloped lot, tract, parcel, site, or division of land located landward of the ordinary high water mark which was established prior to the effective date of the SMA or the SMP, but which does not conform to the present lot size standards, may be developed subject to the requirements of BDMC 18.68.060(C) and so long as such development conforms to all other requirements of the SMP and the SMA.

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K. Appeal to the State Shoreline Hearings Board

Any person aggrieved by the granting or denying of a shoreline substantial development permit, variance, or conditional use permit, the upholding of an exemption appeal, or by the rescinding of a permit pursuant to the provisions of this Master Program, may seek review from the State of Washington Shorelines Hearing Board by filing a request for the same within twenty-one (21) days of receipt of the final order and by concurrently filing copies of such request with the Department of Ecology and the Attorney General's office. State Hearings Board regulations are provided in RCW 90.58.180 and Chapter 461-08 WAC. A copy of such appeal notice shall also be filed with the City of Black Diamond City Clerk.

L. Enforcement and Penalties

All provisions of this Master Program shall be enforced by the Shoreline Administrator and/or his designated representative. The enforcement procedures and penalties contained in WAC Chapter 173-27 and RCW Chapter 90.58 are hereby incorporated by reference.

M. Master Program Review

1. This Master Program shall be reviewed at regular intervals as required by state statute and amendments shall be made as are necessary to reflect changing local circumstances, new information or improved data, and changes in State statutes and regulations.
2. The City's established permit tracking system, aerial photos, reviewing of other available data, and field observations as feasible shall be used to periodically evaluate the effectiveness of the Shoreline Master Program in achieving no net loss of shoreline ecological functions with respect to both permitting and exemptions.
3. As part of any required SMP update, an evaluation report assessing the effectiveness of the SMP in achieving no net loss shall be prepared and considered in determining whether policies and regulations are adequate in achieving this requirement.
4. The SMP review and update process shall be consistent with the requirements of WAC 173-26 or its successor and shall include a local citizen involvement effort and public hearing to obtain the views and comments of the public.

N. Amendments to the Master Program

1. Any of the provisions of this SMP may be amended as provided for in RCW 90.58.120 and .200 and Chapter 173-26 WAC. Any amendments shall also be subject to the procedures in BDMC 18.08.
2. Amendments or revisions to the Master Program, as provided by law, do not become effective until approved by the Department of Ecology.

O. Severability

If any provisions of this SMP, or its application to any person or legal entity or parcel of land or circumstances, are held invalid, the remainder of the SMP, or the application of the provisions to other persons or legal entities or parcels of land or circumstances, shall not be affected.

P. Conflict of Provisions

Should a conflict occur between the provisions of this SMP or between this SMP and the laws, regulations, codes or rules promulgated by any other authority having jurisdiction within the City, the most restrictive requirement shall be applied, except when constrained by federal or state law, or where specifically provided otherwise in this SMP.

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Chapter 7 Definitions

Accessory use or accessory structure - Any subordinate use, structure, or building or portion of a building located on the same lot as the main use or building.

Accretion - The growth of a beach by the addition of material transported by wind and/or water. Included are such shoreforms as barrier beaches, points, spits, and hooks.

Act - The Shoreline Management Act (Chapter 90.58 RCW and WAC Chapter 173-27).

Adjacent lands - Lands adjacent to the shorelines of the state (outside of shoreline jurisdiction)..

Administrator - See Shoreline Administrator.

Agriculture - The cultivation of the soil, production of crops, and/or raising of livestock, including incidental preparation of these products for human use. In all cases, the use of agriculture related terms shall be consistent with the specific meanings provided in WAC 173-26-020.

AKART - An acronym for "all known, available, and reasonable methods of prevention, control, and treatment" (WAC 173-201A-020). AKART represents the most current methodology that can be reasonably required for preventing, controlling, or abating the pollutants associated with a discharge. The concept of AKART applies to both point and nonpoint sources of pollution.

Anadromous fish - Species, such as salmon, which are born in fresh water, spend a large part of their lives in the sea, and return to freshwater rivers and streams to procreate.

Appurtenance - A structure or development which is necessarily connected to the use and enjoyment of a single family residence and is located landward of the ordinary high water mark and also of the perimeter of any wetland. These can include, but are not limited to a garage, deck, driveway, utilities, fences, installation of a septic tank and drainfield, and grading which does not exceed two hundred fifty cubic yards (250) (except to construct a conventional drainfield) and which does not involve placement of fill in any wetland or waterward of the ordinary high water mark) (see WAC 173-27-040(2)(g)).

Aquaculture - The commercial cultivation of fish, shellfish, and/or other aquatic animals or plants including the incidental preparation of these products for human use.

Aquascreens - A fiberglass screen used as a bottom barrier to limit and/or control aquatic plant growth. The screen is typically anchored to an area of the lake bottom and functions as a physical barrier to prevent plants from growing.

Archaeological - Having to do with the scientific study of material remains of past human life and activities.

Associated Wetlands - Those wetlands that are in proximity to and either influence, or are influenced by tidal waters or a lake or stream subject to the Shoreline Management Act. Refer to WAC 173-27-030(1).

Average grade level - The average of the natural or existing topography of the portion of the lot, parcel, or tract of real property which will be directly under the proposed building or structure; provided that in case of structures to be built over water, average grade level shall be the elevation of ordinary high water. Calculation of the average grade level shall be made by averaging the elevations at the center of all exterior walls of the proposed building or structure (WAC 173-27-030(3)).

Baseline - The existing shoreline condition, in terms of both ecological function and shoreline use, established at the time this Shoreline Master Program is approved.

Best available science - Current scientific information used in the process to designate, protect, or restore critical areas, that is derived from a valid scientific process as defined by WAC 365-195-900 through 925.

BMPs - See Best Management Practices.

Beach - The zone of unconsolidated material that is moved by waves, wind and tidal currents, extending landward to the coastline.

Beach enhancement/restoration - Process of restoring a beach to a state more closely resembling a natural beach, using beach feeding, vegetation, drift sills and other nonintrusive means as applicable.

Beach feeding - Landfill deposited on land or in the water to be distributed by natural water processes for the purpose of supplementing beach material.

Benthic organism - Organisms that live in or on the bottom of a body of water.

Benthos - Benthos are living organisms associated with the bottom layer of aquatic systems, at the interface of the sediment (or substrate) and overlying water column. Benthos commonly refers to an assemblage of insects, worms, algae, plants and bacteria.

Berm - A linear mound or series of mounds of sand and/or gravel generally paralleling the water at or landward of the line of ordinary high tide. Also, a linear mound used to screen an adjacent activity, such as a parking lot.

Best Management Practices (BMPs) - A variety of behavioral, procedural, and structural measures that reduce the amount of contaminants in stormwater runoff and in receiving waters.

Bioengineering - see Soil bioengineering

Biofiltration system - A stormwater or other drainage treatment system that utilizes as a primary feature the ability of plant life to screen out and metabolize sediment and pollutants. Typically, these systems are designed to include grassy swales, retention ponds and other vegetative features.

Biota - The animals and plants that live in a particular location or region.

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Boat launch or ramp - Graded slopes, slabs, pads, planks, or rails used for launching boats by means of a trailer, hand, or mechanical device.

Boat lift - A mechanical device that can hoist vessels out of the water for storage. These devices are usually located along a pier.

Boat rail or railway - A set of steel rails running from the upland area into the water upon which a cart or dolly can carry a boat to be launched.

Boathouse - A structure designed for storage of vessels located over water (not to be confused with "houseboats").

Boating Facility – A public moorage structure or a private moorage structure serving more than four residences.

Bog - A wet, spongy, poorly drained area which is usually rich in very specialized plants, contains a high percentage of organic remnants and residues and frequently is associated with a spring, seepage area, or other subsurface water source. A bog sometimes represents the final stage of the natural process of eutrophication by which lakes and other bodies of water are very slowly transformed into land areas.

Breakwater - An off-shore structure generally built parallel to the shore that may or may not be connected to land. Its primary purpose is to protect a harbor, moorage, or navigational activity from wave and wind action by creating a still-water area along the shore. A secondary purpose is to protect the shoreline from wave-caused erosion.

Bulkhead - A vertical or nearly vertical erosion protection structure placed parallel to the shoreline consisting of concrete, timber, steel, rock, or other permanent material not readily subject to erosion.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act ("Superfund"); 1986 amendments are known as Superfund Amendments and Reauthorization Act or SARA.

CFR - Code of Federal Regulations.

CZMP - Coastal Zone Management Plan.

Certified engineer/biologist - see Professional engineer and Professional biologist.

Clean Water Act - The primary federal law providing water pollution prevention and control; previously known as the Federal Water Pollution Control Act. See 33 USC 1251 et seq.

City - The City of Black Diamond.

Clearing - The destruction or removal of vegetation ground cover, shrubs and trees including, but not limited to, root material removal and/or topsoil removal.

Commercial - Uses and facilities that are involved in wholesale or retail trade or business activities.

Comprehensive Plan - The document, including maps adopted by the city council that outlines the City's goals and policies relating to management of growth, and prepared in accordance with RCW 36.70A. The term also includes adopted subarea plans prepared in accordance with RCW 36.70A.

Conditional Use - A use, development, or substantial development that is classified as a conditional use or is not classified within the master program. Refer to WAC 173-27-030(4).

Conservation Easement - A legal agreement that the property owner enters into to restrict uses of the land. Such restrictions can include, but are not limited to, passive recreation uses such as trails or scientific uses and fences or other barriers to protect habitat. The easement is recorded on a property deed, runs with the land, and is legally binding on all present and future owners of the property, therefore, providing permanent or long-term protection.

Covered moorage - Boat moorage, with or without walls, that has a roof to protect the vessel.

Cumulative Impact - The impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency or person undertakes such other actions. Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time.

DNS - Determination of Nonsignificance, under SEPA.

Degrade - To scale down in desirability or salability, to impair in respect to some physical property or to reduce in structure or function.

Department – The City of Black Diamond Department of Community Development.

Development - A use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters of the state subject to Chapter 90.58 RCW at any state of water level (RCW 90.58.030(3d)).

Dock - A floating moorage structure.

Downdrift - The direction of movement of beach materials.

Dredge spoil - The material removed by dredging. Same as Dredge Material.

Dredging - Excavation or displacement of the bottom or shoreline of a water body. Dredging can be accomplished with mechanical or hydraulic machines. Most dredging is done to maintain channel depths or berths for navigational purposes or for cleanup of polluted sediments.

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Dwelling unit – a single unit providing complete, independent living facilities for one or more persons, not to exceed one family, and which includes permanent provisions for living, sleeping, eating, cooking and sanitation.

EIS - Environmental Impact Statement.

Ecological Functions - The work performed or the role played by the physical, chemical, and biological processes that contribute to the maintenance of the aquatic and terrestrial environments that constitute the shoreline's natural ecosystem.

Ecosystem-wide Processes - The suite of naturally occurring physical and geologic processes of erosion, transport, and deposition; and specific chemical processes that shape landforms within a specific shoreline ecosystem and determine both the types of habitat and the associated ecological functions.

Ecology (WDOE) - The Washington State Department of Ecology.

Ell – Terminal section of a pier which typically extends perpendicular to the pier walkway. These sections can be either on fixed-piles or floating docks and are typically wider than the pier walkway.

Emergency - An unanticipated and imminent threat to public health, safety, or the environment which requires immediate action within a time too short to allow full compliance with the master program. Emergency construction is construed narrowly as that which is necessary to protect property from the elements (RCW 90.58.030(3eiii) and WAC 173-27-040(2d)).

Endangered Species Act (ESA) - A federal law intended to protect any fish or wildlife species that are threatened with extinction throughout all or a significant portion of its range.

Enhancement - Alteration of an existing resource to improve or increase its characteristics and processes without degrading other existing functions. Enhancements are to be distinguished from resource creation or restoration projects.

Environmental Impacts - The effects or consequences of actions on the natural and built environments. Environmental impacts include effects upon the elements of the environment listed in the State Environmental Policy Act (SEPA). Refer to WAC 197-11-600 and WAC 197-11-444.

Environment- See Shoreline Environment.

Erosion - The wearing away of land by the action of natural forces.

Excavated moorage slip - A boat mooring location that is man-made in that it requires dredging or excavation of excess sediment to afford access. May often involve dredging of the lake bottom waterward of the OHWM, or may include excavating a segment of the existing shoreline to enable moorage of a boat.

Excavation - The artificial movement of earth materials.

Fair market value - The open market bid price for conducting the work, using the equipment and facilities, and purchase of the goods, services and materials necessary to accomplish the development. This would normally equate to the cost of hiring a contractor to undertake the development from start to finish, including the cost of labor, materials, equipment and facility usage, transportation and contractor overhead and profit. Also includes the fair market value of any donated, contributed or found labor, equipment or materials (WAC 173-27-030(8)).

Fill – The addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the OHWM, in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.

Finger Pier – A narrow extension to a fixed-pile pier, usually extending perpendicular to the pier walkway along with an ell to form an enclosed area for boat moorage.

Float - A floating structure that is moored, anchored, or otherwise secured in the water offshore and that may be associated with a fixed-pile pier, or a stand alone structure, such as platforms used for swimming and diving.

Floating Dock - A fixed structure floating upon a water body for the majority of its length and connected to shore.

Floating home - A structure designed and operated substantially as a permanently based over water residence. These are not vessels and lack adequate self-propulsion and steering equipment to operate as a vessel. They are typically served by permanent utilities and semi-permanent anchorage/moorage facilities.

Floodplain - Synonymous with 100-year floodplain. The land area susceptible to being inundated by stream derived waters with a 1 percent chance of being equaled or exceeded in any given year. The limits of this area are based on flood regulation ordinance maps or a reasonable method that meets the objectives of the SMA (WAC 173-22-030(2)).

Floodway - means the area, as identified in a master program, that either: (i) has been established in Federal Emergency Management Agency (FEMA) flood insurance rate maps or floodway maps; or (ii) consists of those portions of the area of a river valley lying streamward from the outer limits of a watercourse upon which flood waters are carried during periods of flooding that occur with reasonable regularity, although not necessarily annually, said floodway being identified, under normal condition, by changes in surface soil conditions or changes in types or quality of vegetative ground cover condition, topography, or other indicators of flooding that occurs with reasonable regularity, although not necessarily annually. Regardless of the method used to identify the floodway, the floodway shall not include those lands that can reasonably be expected to be protected from flood waters by flood control devices maintained by or maintained under license from the federal government, the state, or a political subdivision of the state.

Geotechnical Report or Geotechnical Analysis - a scientific study or evaluation conducted by a qualified expert that includes a description of the ground and surface hydrology and geology, the affected land form and its susceptibility to mass wasting, erosion, and other geologic hazards or processes, conclusions and

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recommendations regarding the effect of the proposed development on geologic conditions, the adequacy of the site to be developed, the impacts of the proposed development, alternative approaches to the proposed development, and measures to mitigate potential site-specific and cumulative geological and hydrological impacts, including the potential adverse impacts to adjacent and down-current properties. Geotechnical reports shall conform to accepted technical standards and must be prepared by qualified professional engineers or geologists who have professional expertise about the regional and local shoreline geology and processes.

Grading - The physical manipulation of the earth's surface and/or drainage pattern in preparation for an intended use or activity.

Grassy swale - A vegetated drainage channel that is designed to remove various pollutants from storm water runoff through biofiltration.

Groin - A barrier-type structure extending from, and usually perpendicular to, the backshore into a water body. Its purpose is to protect a shoreline and adjacent upland by influencing the movement of water and/or deposition of materials. This is accomplished by building or preserving an accretion beach on its updrift side by trapping littoral drift. A groin is relatively narrow in width but varies greatly in length. A groin is sometimes built in a series as a system and may be permeable or impermeable, high or low, and fixed or adjustable.

Hydraulic Project Approval (HPA) - The permit issued by the Washington State Departments of Fisheries or Wildlife pursuant to the State Hydraulic Code Chapter 75.20.100-140 RCW.

Habitat - The place or type of site where a plant or animal naturally or normally lives and grows.

Hearing Examiner - The Hearing Examiner of the City of Black Diamond.

Height - The distance measured from the average grade level to the highest point of a structure: provided, that television antennas, chimneys and similar appurtenances shall not be used in calculating height, except where it obstructs the view of a substantial number of residences on areas adjoining such shorelines: provided further, that temporary construction equipment is excluded in this calculation (WAC 173-27-030(9)).

Heliport - Any landing area or other facility owned and operated, and which is designed, used or intended to be used by private aircraft for landing or taking off of aircraft, including all associated or necessary buildings and open spaces.

Hoist – A device used for lifting or lowering a load by means of a drum or lift-wheel around which rope or chain wraps. It may be manually operated, electrically or pneumatically driven and may use chain, fiber or wire rope as its lifting medium.

Houseboat - A vessel, principally used as an over water residence. These are licensed and designed for use as a mobile structure with detachable utilities or facilities, anchoring and the presence of adequate self-propulsion and steering equipment to operate as a vessel. Principal use as an overwater residence means

occupancy in a single location, for a period exceeding two months in any one calendar year. This definition includes liveaboard vessels.

Hydric soils - Generally, soils which are, or have had a history of being, wet long enough to periodically produce anaerobic conditions, thereby influencing the growth of plants (WAC 173-22-030(5)).

Hydrophytes - Those plants capable of growing in water or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content (WAC 173-22- 030(5)).

Impervious surface - Any nonvertical surface artificially covered or hardened so as to prevent or impede the percolation of water into the soil mantle including, but not limited to, roof tops, swimming pools, paved or graveled roads and walkways or parking areas, but excluding landscaping and surface water retention/detention facilities.

In-kind replacement - To replace wetlands, habitat, biota or other organisms with substitute flora or fauna whose characteristics closely match those destroyed, displaced or degraded by an activity.

Interested party - Synonymous with "party of record", all persons, agencies or organizations who have submitted written comments in response to a notice of application; made oral comments in a formal public hearing conducted on the application; or notified local government of their desire to receive a copy of the final decision on a permit and who have provided an address for delivery of such notice by mail (WAC 173-27-030(12)).

Lacustrine (also lacustrian) - Of, on, or pertaining to lakes.

Lake - A body of standing water in a depression of land or expanded part of a river, including reservoirs, of twenty (20) acres or greater in total area. A lake is bounded by the ordinary high water mark or, where a stream enters a lake, the extension of the elevation of the lake's ordinary high water mark within the stream (RCW 90.58.030(1d); WAC 173-20-030; WAC 173-22-030(4)).

Landfill - The creation of, or addition to, a dry upland area (landward of the OHWM) by the addition of rock, soil, gravels and earth or other material. Does not include solid or hazardous waste.

Landscaping - Vegetation ground cover including shrubs, trees, flower beds, grass and other similar plants and including tree bark and other materials which aid vegetative growth and maintenance.

Launching rail - See also Boat launch or ramp and Boat railway.

Launching ramp - See also Boat launch or ramp and Boat railway.

Liberal construction - A legal concept instructing parties interpreting a statute to give an expansive meaning to terms and provisions within the statute. The goal of liberal construction is to give full effect in implementing a statute's requirements. See RCW 90.58.900.

Littoral - Living on, or occurring on, the shore.

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Littoral drift - The mud, sand, or gravel material moved parallel to the shoreline in the nearshore zone by waves and currents.

May - "May" means the action is acceptable, provided it conforms to the provisions of this chapter.

Mitigation or Mitigation Sequencing - The process of avoiding, reducing, or compensating for the environmental impact(s) of a proposal. See WAC 197-11-768 and WAC 173-26-020 (30). Means the following sequence of steps listed in order of priority:

a) Avoiding the impact all together by not taking a certain action or parts of an action;

b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps to avoid or reduce impacts;

c) Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;

d) Reducing or eliminating the impact over time by preservation and maintenance operations;

e) Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and

f) Monitoring the impact and the compensation projects and taking appropriate corrective measures.

Moorage - Any device or structure used to secure a vessel for temporary anchorage, but which is not attached to the vessel (such as a pier or buoy).

Moorage Piles - Structural members that are driven into the lake bed to serve as a stationary moorage point. They are typically used for moorage of small boats in lieu of, a dock or pier. In some cases, moorage piles may also be associated with a dock or pier.

Mooring buoy - A floating object anchored to the bottom of a water body that provides tie up capabilities for vessels.

Multifamily dwelling (or residence) - A building containing two or more dwelling units, including but not limited to duplexes, apartments and condominiums.

Must - Means a mandate; the action is required.

National Environmental Policy Act (NEPA) - Requires federal agencies to consider environmental factors when making decisions, especially for development proposals of a significant scale. As part of the NEPA process, EISs are prepared and public comment is solicited.

Native plants - These are plants that occur naturally, and distribute and reproduce without aid. Native plants in western Washington are those that existed prior to intensive settlement that began in the 1850s.

Natural riparian habitat corridor - The streamside environment designed and maintained primarily for fisheries and wildlife habitat, water quality improvements and secondarily for flood control works.

NFIP - National Flood Insurance Program.

NOAA - National Oceanic and Atmospheric Administration.

Nonconforming use or development - A shoreline use or structure which was lawfully constructed or established prior to the effective date of the applicable SMA/SMP provision, and which no longer conforms to the applicable shoreline provisions (WAC 173-27-080).

Normal maintenance - Those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition (WAC 173-27-040(2b))). See also Normal repair.

Normal protective bulkhead - Includes those structural and nonstructural developments installed at or near, and parallel to, the ordinary high water mark for the sole purpose of protecting an existing single-family residence and appurtenant structures from loss or damage by erosion. A normal protective bulkhead is not exempt if constructed for the purpose of creating dry land (WAC 173-27-040(2)(c)).

Normal repair - To restore a development to a state comparable to its original condition within a reasonable period after decay or partial destruction except where repair involves total replacement which is not common practice or causes substantial adverse effects to the shoreline resource or environment (WAC 173-27-040(2b)). See also Normal maintenance.

Ordinary High Water Mark (OHWM) - That mark found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that condition exists on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with permits issued by the City: provided, that in any area where the OHWM cannot be found, the OHWM adjoining fresh water shall be the line of mean high water. See RCW 90.58.030(2)(b) and WAC 173-22-030(11).

Off-site replacement - To replace wetlands or other shoreline environmental resources away from the site on which a resource has been impacted by a regulated activity.

Oil separator - Specialized catch basins that are designed to trap oil and other materials lighter than water in the basin while allowing the water to escape through the drainage system. Commonly employed in parking lots and streets.

On-site replacement - To replace wetlands or other shoreline environmental resources at or adjacent to the site on which a resource has been impacted by a regulated activity.

Overwater structure - Any device or structure projecting over the ordinary high water mark, including, but not limited to piers, docks, floats, and moorage.

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Permit (or Shoreline Permit) - See Shoreline Permit.

Pier - A fixed, pile-supported moorage structure.

Practicable alternative - An alternative available and capable of being carried out after taking into consideration short and long-term cost, options of project scale and phasing, existing technology and logistics in light of overall project purposes.

Priority Habitat - A habitat type with unique or significant value to one or more species. An area classified and mapped as such must have one or more of the following attributes:

h. Comparatively high fish or wildlife density;

i. Comparatively high fish or wildlife species diversity;

j. Fish spawning habitat;

k. Important wildlife habitat;

l. Important fish or wildlife seasonal range;

m. Important fish or wildlife movement corridor;

n. Rearing and foraging habitat;

o. Important marine mammal haul-out;

p. Refugia habitat;

q. Limited availability;

r. High vulnerability to habitat alteration;

s. Unique or dependent species; or

t. Shellfish bed.

A priority habitat may be described by a unique vegetation type or by a dominant plant species that is of primary importance to fish and wildlife (such as oak woodlands). May also be described by a successional stage (such as, old growth forests). Alternatively, a may consist of a specific habitat element (such as caves or snags) of key value to fish and wildlife. May contain priority and/or non-priority fish and wildlife.

Priority Species - Species requiring protective measures and/or management guidelines to ensure their persistence at genetically viable population levels. Priority species are those that meet any of the criteria listed below.

(a) Criterion 1. State-listed or state proposed species. State-listed species are those native fish and wildlife species legally designated as endangered (WAC 232-12-014), threatened (WAC 232-12-011), or sensitive (WAC 232-12-011). State proposed species are those fish and wildlife species that will be reviewed by the department of fish and wildlife (POL-M-6001) for possible listing as endangered, threatened, or sensitive according to the process and criteria defined in WAC 232-12-297.

(b) Criterion 2. Vulnerable aggregations. Vulnerable aggregations include those species or groups of animals susceptible to significant population declines, within a specific area or statewide, by virtue of their inclination to congregate. Examples include heron colonies, seabird concentrations, and marine mammal congregations.

(c) Criterion 3. Species of recreational, commercial, and/or tribal importance. Native and nonnative fish, shellfish, and wildlife species of recreational or commercial importance and recognized species used for tribal ceremonial and subsistence purposes that are vulnerable to habitat loss or degradation.

(d) Criterion 4. Species listed under the federal Endangered Species Act as either proposed, threatened, or endangered.

Professional biologist - A specialist with education and training in the area of natural sciences concerned with the plants and animal life of a region.

Professional engineer - A person who, by reason of his or her special knowledge of the mathematical and physical sciences and the principles and methods of engineering analysis and design, acquired by professional education and practical experience, is qualified to practice engineering and is licensed by the state of Washington.

Properly Functioning Conditions (PFC) - Conditions that create and sustain natural habitat-affecting processes over the full range of environmental variation, and that support productivity at a viable population level of PTE species. PFC indicates a level of performance for a subset of the more broadly defined "ecological functions," reflecting what is necessary for the recovery of PTE species.

Proposed, Threatened, and Endangered (PTE) Species - Native species that are proposed to be listed or are listed in rule by the Washington State Department of Fish and Wildlife as threatened or endangered, or that are proposed to be listed as threatened or endangered or that are listed as threatened or endangered under the federal Endangered Species Act.

Public access - The ability of the general public to reach, touch, and enjoy the water's edge, to travel on the waters of the state, and to view the water and the shoreline from adjacent locations. Refer to WAC 173-26-221(4).

Public interest - The interest shared by the citizens of the state or community at large in the affairs of government, or some interest by which their rights or liabilities are affected such as an effect on public property or on health, safety, or general welfare resulting from a use or development (WAC 173-27-030(14)).

Public use - Means to be made available daily to the general public on a first-come, first-served basis, and may not be leased to private parties on any more than a day use basis. Refer to WAC 332-30-106.

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RCW - Revised Code of Washington.

RCW 90.58 - The Shoreline Management Act of 1971.

Recreational facilities - Facilities such as parks, trails, and pathways, whether public, private or commercial, that provide a means for relaxation, play, or amusement. For the purposes of this Master Program, recreational facilities are divided into two categories:

1. Water-dependent (i.e. – moorage facilities, fishing piers, recreational floats) and

2. Non-water-dependent (i.e. – sports fields, golf courses, and RV camping)

Recreational Float - A floating structure that is moored, anchored, or otherwise secured in the water off-shore and that is generally used for recreational purposes such as swimming.

Residential development - Development which is primarily devoted to or designed for use as a dwelling(s). Includes single family development, multi-family development and the creation of new residential lost through land division.

Restoration - "Restore," "restoration" or "ecological restoration" means the reestablishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, revegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions.

Riparian - Of, on, or pertaining to the banks of a river, stream or lake.

Riprap - A layer, facing, or protective mound of stones placed to prevent erosion, scour, or sloughing of a structure or embankment; also, the stone so used.

Rotovating - An aquatic vegetation harvesting technique that uses rototilling technology to uproot and remove plants.

Runoff - Water that is not absorbed into the soil but rather flows along the ground surface following the topography.

Shoreline Exemption - Certain specific developments are exempt from the definition of substantial developments and are therefore exempt from the substantial development permit process of the SMA. An activity that is exempt from the substantial development provisions of the SMA must still be carried out in compliance with policies and standards of the Act and the local master program. Conditional use and/or variance permits may also still be required even though the activity does not need a substantial development permit (WAC 173-27-040). For a complete list of exemptions, see Chapter 6.

Sensitive Areas Ordinance, Black Diamond Municipal code 19.10 - This ordinance provides the goals, policies, and implementing regulations for protecting the designated critical areas of Black Diamond. The ordinance addresses environmentally sensitive area development controls; measures important for protecting and preserving these resources; preventing or mitigating cumulative adverse environmental impacts to critical areas; and serves to alert the public to the development limitations of critical areas.

SEPA - see State Environmental Policy Act

SEPA Checklist - A checklist required of some projects under SEPA to identify the probable significant adverse impacts on the quality of the environment, to reduce or avoid impacts from a proposal, and to aid the responsible governmental agency in deciding whether a full environmental impact statement (EIS) is required (WAC 197-11-960).

SMA - see Shoreline Management Act

SMP - see Shoreline Master Program

Sediment - The fine grained material deposited by water or wind.

Setback - A required open space, specified in shoreline master programs, measured horizontally upland from and perpendicular to the ordinary high water mark.

Shall - Means a mandate; the action must be done.

Shorelands or Shoreland Areas - Those lands extending landward for two hundred feet in all directions as measured on a horizontal plane from the ordinary high water mark; floodways and contiguous flood plain areas landward two hundred feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and tidal waters which are subject to the provisions of the Shoreline Management Act. In the City of Black Diamond it is limited to those areas within 200 feet of the ordinary high water mark of Lake Sawyer and any associated wetlands.

Shoreline Administrator - The City of Black Diamond Community Development Director or his/her designee, charged with the responsibility of administering the shoreline master program.

Shoreline environment designations - The categories of shorelines established by local shoreline master programs in order to provide a uniform basis for applying policies and use regulations within distinctively different shoreline areas. See WAC 173-26-211.

Shoreline jurisdiction - The term describing all of the geographic areas covered by the SMA, related rules and the applicable master program. In the City of Black Diamond, this includes Lake Sawyer, those areas within 200 feet of the ordinary high water mark of Lake Sawyer and any associated wetlands. See definitions of Shorelines, Shorelines of the state, Shorelines of statewide significance, Shorelands, and Wetlands.

Shoreline Management Act (SMA) - Chapter 90.58 RCW, as amended. Washington's Shoreline Management Act was passed by the Legislature in 1971 and adopted by the public in a 1972 referendum. The goal of the

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SMA is to prevent the inherent harm in an uncoordinated and piecemeal development of the state's shorelines.

Shoreline Master Program (SMP) - The comprehensive use plan and related use regulations which are used by local governments to administer and enforce the permit system for shoreline management. Master programs are developed in accordance with the policies of the SMA, approved and adopted by both the state and the local government, and consistent with the rules (WACs) adopted by Ecology.

Shoreline Modification - Actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element such as a dike, breakwater, pier, weir, dredged basin, fill, bulkhead, or other shoreline structure. They can include other actions, such as clearing, grading, or application of chemicals.

Shoreline Permit - A substantial development, conditional use, revision, or variance permit or any combination thereof (WAC 173-27-030(13)).

Shoreline stabilization – Actions taken to address erosion impacts to property and dwellings, businesses, or structures caused by natural processes, such as current, flood, tides, wind or wave action. These actions include structural measures such as bulkheads and nonstructural methods such as soil bioengineering.

Shorelines - All of the water areas of the state, including reservoirs and their associated uplands, together with the lands underlying them, except those areas excluded under RCW 90.58.030(2)(d).

Shorelines Hearings Board - A state-level quasi-judicial body, created by the SMA, which hears appeals by any aggrieved party on the issuance of a shoreline permit, enforcement penalty and appeals by local government. See RCW 90.58.170; 90.58.180.

Shorelines of Statewide Significance - A select category of shorelines of the state, defined in RCW 90.58.030(2)(e), where special preservationist policies apply and where greater planning authority is granted by the SMA. Permit review must acknowledge the use priorities for these areas established by the SMA. See RCW 90.58.020.

Shorelines of the State - Shorelines and Shorelines of Statewide Significance.

Should - Means that the particular action is required unless there is a demonstrated, compelling reason, based on policy of the Shoreline Management Act and this Master Program, against taking the action.

Sign - A board or other display containing words and/or symbols used to identify or advertise a place of business or to convey information. Excluded from this definition are signs required by law and the flags of national and state governments.

Single-family residence - A detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are a normal appurtenance (WAC 173-27-040(2g)).

Solid waste - All garbage, rubbish trash, refuse, debris, scrap, waste materials and discarded materials of all types, exclusive of hazardous wastes, and including any and all source-separated recyclable materials and yard waste.

Soil bioengineering - An applied science that combines structure, biological and ecological concepts to construct living structures that stabilizes the soil to control erosion, sedimentation and flooding using live plant materials as a main structural component.

State Environmental Policy Act (SPA) - Requires state agencies, local governments and other lead agencies to consider environmental factors when making most types of permit decisions, especially for development proposals of a significant scale. As part of the SEPA process, EISs may be required to be prepared and public comments solicited.

Stream - A naturally occurring body of periodic or continuously flowing water where: a) the mean annual flow is greater than twenty cubic feet per second (cfs) and b) the water is contained within a channel (WAC 173-22-030(8)).

Structure - A permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above or below the surface of the ground or water, except for vessels (WAC 173-27-030(15)).

Substantial Development - Any development of which the total cost or fair market value exceeds five thousand seven hundred and eighteen dollars ($5,xxx), or any development which materially interferes with the normal public use of the water or shorelines of the state unless it is one of the 12 exemptions identified in state law and in Chapter 6, Section D of this SMP. The dollar threshold established in this definition must be adjusted for inflation by the office of financial management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. "Consumer price index" means, for any calendar year, that year's annual average consumer price index, Seattle, Washington area, for urban wage earners and clerical workers, all items, compiled by the Bureau of Labor and Statistics, United States Department of Labor. The office of financial management must calculate the new dollar threshold and transmit it to the office of the code reviser for publication in the *Washington State Register* at least one month before the new dollar threshold is to take effect (RCW 90.58.030(3)(e)). For purposes of determining whether or not a permit is required, the total cost or fair market value shall be based on the value of development that is occurring on shorelines of the state as defined in RCW 90.58.030 (2)(c). The total cost or fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials. A list of activities and developments that shall not be considered substantial development is provided in Chapter 8 (WAC 173-27-040(2)(a)).

Terrestrial - Of or relating to land as distinct from air or water.

Upland - Generally described as the dry land area above and landward of the ordinary high water mark.

Utilities - Services and facilities that produce, transmit, store, process or dispose of electric power, gas, water, stormwater, sewage and communications.

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Utilities, Accessory - Utilities comprised of small-scale distribution and collection facilities connected directly to development within the shoreline area. Examples include local power, telephone, cable, gas, water, sewer and stormwater service lines.

Utilities, Primary – Utilities comprised of trunk lines or mains that serve neighborhoods, areas and cities. Examples include solid waste handling and disposal sites, water transmission lines, sewage treatment facilities and mains, power generating or transmission facilities, gas storage and transmission facilities and stormwater mains and regional facilities.

Variance - A means to grant relief from the specific bulk, dimensional or performance standards specified in the master program, but not a means to vary a shoreline use. Variance permits must be specifically approved, approved with conditions, or denied by Ecology (See WAC 173-27-170).

WAC - Washington Administrative Code.

Water-dependent use - A use or a portion of a use which can not exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations. Examples of water-dependent uses may include moorage structures (including those associated with residential properties), marinas, aquaculture, float plane facilities and sewer outfalls.

Water-enjoyment use - a recreational use or other use that facilitates public access to the shoreline as a primary characteristic of the use; or a use that provides for recreational use or aesthetic enjoyment of the shoreline for a substantial number of people as a general characteristic of the use and which through location, design, and operation ensures the public's ability to enjoy the physical and aesthetic qualities of the shoreline. The use must be open to the general public and the shoreline-oriented space within the project must be devoted to the specific aspects of the use that fosters shoreline enjoyment.

Water-oriented use- Refers to any combination of water-dependent, water-related, and/or water enjoyment uses and serves as an all encompassing definition for priority uses under the SMA. Non-water-oriented serves to describe those uses which have little or no relationship to the shoreline and are not considered priority uses under the SMA. Examples include professional offices, automobile sales or repair shops, mini-storage facilities, multifamily residential development, department stores and gas stations.

Water-related use- A use or a portion of a use which is not intrinsically dependent on a waterfront location but whose economic viability is dependent upon a waterfront location because:

A. Of a functional requirement for a waterfront location such as the arrival or shipment of materials by water or the need for large quantities of water or,

B. The use provides a necessary service supportive of the water-dependent commercial activities and the proximity of the use to its customers makes its services less expensive and/or more convenient. Examples include manufacturers of ship parts large enough that transportation becomes a significant factor in the products cost, professional services serving primarily water-dependent activities and storage of water-transported foods. Examples of water-related uses may include warehousing of goods

transported by water, seafood processing plants, hydroelectric generating plants, gravel storage when transported by barge, oil refineries where transport is by tanker and log storage.

Water quality - The physical characteristics of water within shoreline jurisdiction, including water quantity, hydrological, physical, chemical, aesthetic, recreation-related, and biological characteristics. Refers only to development and uses regulated under this chapter and affecting water quantity, such as impermeable surfaces and storm water handling practices. Water quantity, for purposes of this chapter, does not mean the withdrawal of ground water or diversion of surface water pursuant to RCW 90.03.250 through RCW 90.03.340.

Watershed restoration plan - A plan developed or sponsored by the Department of Fish and Wildlife, the Department of Ecology, and/or the Department of Transportation acting within or pursuant to its authority, a city, a county or a conservation district that provides a general program and implementation measures or actions for the preservation , restoration, re-creation, or enhancement of the natural resources, character, and ecology of a stream, stream segment, drainage area, or watershed for which agency and public review has been conducted pursuant to 43.21C RCW, the State Environmental Policy Act.

Wetlands - Means areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. May include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands.

Zoning - To designate by ordinance, including maps, areas of land reserved and regulated for specific land uses.

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Navigating the "Final Steps" in SMP Approval

1. Please remember: this is NOT GMA - there is no "presumed validity" in shoreline management. Locally submitted SMPs must be approved by Ecology before they become effective and before local statutory deadlines for SMP updates are satisfied. Ecology can either: approve SMP amendments "as submitted", deny them outright, or require changes.

2. There is a "local" public process as well as a "state" public process required in approving an SMP.

3. Ideally, local staff work closely with Ecology regional staff to prepare a fully (Guidelines) compliant draft SMP, BEFORE it is locally approved and submitted to Ecology. This helps expedite the final approval process.

   Serious discussion regarding SMP provisions that Ecology has problems or concerns with, should be clearly identified and resolved before local adoption, and ideally before local government begins the local public review and approval process.

4. For its part, this requires Ecology to be very clear, regarding what is specifically required and what is acceptable, depending on the topic.

5. SMP provisions that Ecology finds unacceptable and which remain unresolved through the process do not go away. They will surface again during Ecology's formal review and approval process. An example would be Ecology concluding that certain specific policies, regulations, or shoreline environment designations in the SMP must be revised to satisfy SMA and/or guidelines requirements.

6. If changes are necessary, they will show up in Ecology's Findings and Conclusions as "required" and "recommended" changes. Changes necessary to satisfy SMA policy or guidelines requirements are addressed as required changes. Changes addressing organization, graphics, typos, etc. that add clarity or aid in SMP implementation, are addressed as recommended (not required) changes.

7. Near the end of the state SMP approval process, Ecology required and/or recommended changes will be itemized as attachments to Ecology's findings and conclusions, with the

actual corrective SMP-specific regulatory language Ecology finds acceptable, presented with rationale in a table or matrix. These documents are transmitted via a cover letter from Ecology's Director to the local government for consideration and action by local government.

8. Local governments have 30 days to respond to Ecology's required changes. They may either (formally, in writing) agree to the proposed changes OR submit an "alternative proposal".

9. If local government agrees to the changes, they must notify Ecology in writing. Please note, that once Ecology receives notice of local agreement to the changes, this is recognized as the local governments' final action regarding the amendment. Ecology promptly notifies the local government and interested parties that the approval incorporates the accepted changes, is final and effective 14 calendar days from Ecology's letter.

   The process for determining what changes are acceptable to local government, and who makes that decision is local governments' business. Additional public hearings are not required but may be judged necessary by the local government. Who authorizes the local acceptance is also up the local government. Ecology accepts a letter from the mayor or commission chair, but a resolution or ordinance is ideal.

   Remember, once Ecology is notified of the local acceptance of changes, no further changes can occur and the SMP amendment approval is final.

10. If an alternative to Ecology's changes is proposed by local government, Ecology must review the proposal and determine the alternative is consistent with SMA policy and the guidelines. In this case, the effective date of the SMP is 14 calendar days from the date Ecology's Director notifies the local government in writing that the alternative/s have been accepted.

11. In practice, required changes can cover a mix of topics and in some cases can be quite lengthy and complex. Ecology's required changes should not come as a surprise to local government.

12. All verbal approvals amongst staff ultimately need to be formalized in writing. If local government proposes alternatives, rationale must be provided and additional rounds of dialogue and negotiation may be necessary. In some cases required changes are quite acceptable to local government while others, for a variety of reasons, may not be. Ecology can also prepare a counter-proposal with supporting rationale, to locally proposed alternative language. If required changes are numerous, a winnowing process may be needed to focus in on remaining unresolved issues requiring further attention.

    This is because, in the end, both local government and Ecology must reach total, formal agreement on ALL changes to the locally approved and submitted SMP before the amendment process is completed. Leaving out a particularly controversial topic in the SMP or only partially approving the SMP is not an option. Approval of an entirely complete "comprehensive" SMP update is required.

    Ecology needs to closely track what has been agreed to and what items remain unresolved, so that in the end, it is clear precisely what makes up the complete approved SMP. Again, this is usually done in the form of a matrix.

    "A master program or amendment to a master program takes effect when and in such form as approved or adopted by the department". RCW 90.58.090(7).

13. If complete agreement cannot be reached, then Ecology can deny the SMP. Local government can also request Ecology run the state review and approval process over again with Ecology's required changes included, OR Ecology can begin rule-making to adopt a compliant SMP for the local government.

14. Please note: the effective date of all SMP amendments is 14 calendar days from Ecology's final action. This is quite different from the appeal period for the amendment (60 days for GMA jurisdictions; 30 days for non-GMA jurisdictions), which is triggered by Ecology's subsequent publication of the amendment approval.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:
Resolution No. 12-816, authorizing the Mayor to enter into an agreement with the Prothman Company, for providing the services of an Interim City Administrator

Cost Impact: $12,500 monthly + 3%
Fund Source: Various Funds
Timeline: July 1, 2012

Agenda Date: June 21, 2012 — **AB12-038A**

Department/Committee/Individual	
Mayor Rebecca Olness	X
City Administrator –	
City Attorney –Chris Bacha	
City Clerk – Brenda L. Martinez	
Finance – May Miller	
Public Works – Seth Boettcher	
Economic Devel. – Andy Williamson	
Police – Jamey Kiblinger	
Court – Stephanie Metcalf	
Comm. Dev. – Steve Pilcher	

Attachments: Resolution No. 12-816, Agreement

SUMMARY STATEMENT:

In the past the City of Black Diamond has operated with a City Administrator. However, due to budget constraints in 2010 the vacant position was not filled. With limited staff and the recent formation of the Master Development Review Team the City would benefit from the expertise of a City Administrator.

Several weeks ago the Mayor contacted the Prothman Company about providing the City with an Interim City Administrator. The Prothman Company is willing and able to provide the City with this service.

COMMITTEE REVIEW AND RECOMMENDATION: A Special meeting was held on June 5, 2012 and a workstudy on June 14, 2012 to discuss the interim position and Council consensus was to move forward.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 12-816, authorizing the Mayor to enter into an agreement with the Prothman Company, for providing the services of an Interim City Administrator for the City.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
June 7, 2012	Motion to pull from agenda	(4-1 Taylor)
June 21, 2012		

RESOLUTION NO. 12-816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE PROTHMAN COMPANY, FOR PROVIDING THE SERVICES OF AN INTERIM CITY ADMINISTRATOR FOR THE CITY

WHEREAS, the City of Black Diamond has limited staff in the Administration Department; and

WHEREAS, in the past the City of Black Diamond has had a City Administrator, but due to budget reasons the position has not been filled; and

WHEREAS, the Mayor has recommended, and the City Council agrees, that the City would benefit from retaining the services of an Interim City Administrator; and

WHEREAS, the Mayor has retained the services of the Prothman Company to identify a qualified candidate to provide interim City Administrator services to the City of Black Diamond to perform duties as assigned by the Mayor and as more specifically described in BDMC 2.10.020; and

WHEREAS, the Prothman Company, by and through its principal Greg Prothman, has recommended that the City of Black Diamond enter into an agreement with the Prothman Company through which the Prothman Company will assign an employee to provide Interim City Administrator Services to the City; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve a contract with the Prothman Company to provide Interim City Administrator Services to the City upon the conditions herein set forth below;

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, on behalf of the City the attached agreement labeled as Exhibit A with the Prothman Company providing the City with Interim City Administrator services, upon condition of Council approval of a budget amendment appropriating the funds and confirmation of the appointment of the Interim City Administrator through this services agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JUNE, 2012.

CITY OF BLACK DIAMOND:

_____

Rebecca Olness, Mayor

Attest:

_____

Brenda L. Martinez, City Clerk

PROTHMAN

June 6, 2012

Ms. Rebecca Olness
Mayor
City of Black Diamond
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Dear Mayor Olness:

Thank you for your confidence in the Prothman Company. Below is our standard agreement for providing interim services. Please sign and return a copy to our offices. Please call me if you have any questions.

Term. The term of this Agreement is ongoing, provided the City of Black Diamond may terminate this agreement at any time.

Prothman Interim City Administrator. The Prothman Interim City Administrator serves as a Prothman Company employee assigned to the City of Black Diamond and shall perform such duties as assigned by the City. The City shall have the right to direct the Prothman Company to replace the Interim City Administrator at any time.

Employer Duties of the Prothman Company. The Prothman Company shall provide a Prothman Company employee qualified to act as the City's Interim City Administrator during the term of the contract. The Prothman Company shall (1) pay all wages and other remuneration to its employee who is provided under this Agreement, (2) prepare and file all payroll tax returns and reports, (3) pay all amounts due and owing pursuant to the payroll tax returns and reports, (4) prepare, file, and furnish to the employee applicable employee tax forms, and (5) prepare and file, with a copy to the City, applicable employer tax forms.

Duties of the City. When applicable, the City shall provide a work place for the Interim City Administrator and maintain the work place in accordance with applicable health and working standards, notify the Prothman Company immediately of all employee injuries and provide reimbursement to the Interim City Administrator for costs incurred as a result of performing City business such as mileage, travel expenses and other similar costs at the normal City rates and in accordance with the City's cost reimbursement policies applicable to City employees.

Fees & Expenses. The fee for Interim City Administrator services is $12,500 per month. Partial months billed on a pro rated basis at $560 per day. A 3% charge will be added reflecting City of Issaquah and Washington State B&O tax. The City is responsible for reimbursing the Interim City Administrator for reasonable direct expenses incurred for providing these services such as job related travel and temporary housing. The City is also responsible for any client-required licenses, fees or taxes. Invoices will be submitted to the City every two weeks and are due within twenty (20) days of receipt.

Finder's Fee. If the City chooses to hire the Interim City Administrator as a regular City employee, the City agrees to pay the Prothman Company the percentage of the starting annual salary based upon the length of the assignment with the City as represented below:
0 to 12 months - 15%
After 13 months - 10%

Indemnification. The Prothman Company shall indemnify, defend, and hold harmless the City for the purposes of all required payroll deductions and withholdings, legally required workers' compensation insurance and other employee benefits. The City releases and agrees to indemnify, defend, and hold harmless the Prothman Company, the employees of the Prothman Company, and personnel, directors, and officers of the Prothman Company from any and all actions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to the services performed by the interim employee that are under the control of the City and are within the course and scope of City employment. The Prothman Company releases and agrees to indemnify, defend, and hold harmless the City, its officers, employees and consultants, from any and all actions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to the acts or omissions of the interim employee that are not under the control of the City or are not within the course and scope of City employment. If the City is notified or becomes aware of any alleged improper or illegal activities by the interim employee the City shall notify the Prothman Company immediately.

Accepted by:

CITY OF BLACK DIAMOND

_____

Rebecca Olness Date
Mayor

PROTHMAN

Greg Prothman 6/6/2012

Greg Prothman Date
President

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Resolution No. 12-809, acceptance of a grant from 4 Culture for monies in the amount of $2,007.00 to reconstruct the waterline that feeds the Black Diamond Cemetery.**	**Agenda Date: June 21, 2012**	**AB12-040**
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	X
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
Cost Impact: $5,103.00	Economic Devel. – Andy Williamson	
Fund Source: 4 Culture ($2,007.00 materials) and Black Diamond Water Utility ($3,096.00 labor)	Police – Jamey Kiblinger	
Timeline: fall of 2012 for project completion	Natural Resources/Parks – Aaron Nix	X
	Comm. Dev. – Steve Pilcher	X

Attachments: Resolution No. 12-809, Award Letter and Contract with 4 Culture

SUMMARY STATEMENT:

Staff applied to 4-Culture in March of this year for money to be used towards the reconstruction of the 1.5" steel waterline that currently exists at the Cemetery property. This line is very old and breaks on a frequent basis causing Utility staff to take time to fix these breaks and a loss of revenue from lost water. 4-Culture awarded the City a grant in the amount of $2,007.00 to be used towards materials for the project as this agency cannot fund staff time dedicated to this project under their existing funding rules. The work is slated to occur sometime this summer, with completion by the fall of 2012.

COMMITTEE REVIEW AND RECOMMENDATION: **The Parks and Cemetery Committee is meeting to discuss the issue prior to the Council meeting slated for June 21, 2012. A formal recommendation by the Parks/Cemetery Committee may be given at the June 21, 2012 Council meeting.**

RECOMMENDED ACTION: **MOTION to adopt Resolution 12-809, authorizing the Mayor to accept grant funds from 4 Culture for money to be used towards the reconstruction of the waterline that feeds the Black Diamond Cemetery.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
June 21, 2012		

RESOLUTION NO. 12-809

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ACCEPT FUNDS IN THE AMOUNT OF $2,007.00 FROM 4-CULTURE FOR THE RECONSTRUCTION OF THE EXISTING WATERLINE THAT FEEDS THE BLACK DIAMOND CEMETERY

WHEREAS, the Mayor is authorized to make formal application to 4-Culture for grant assistance for waterline improvements to the Black Diamond Cemetery; and

WHEREAS, the City is in need of replacing the existing steel waterline that feeds the Black Diamond Cemetery; and

WHEREAS, 4-Culture has awarded the City money in the amount of $2,007 to be used towards materials purchases in order to complete the waterline replacement at the Black Diamond Cemetery during the summer of 2012;

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

Section 1. The Mayor is hereby authorized to accept funds from 4-Culture in order to purchase materials in the reconstruction of the waterline that feeds the Black Diamond Cemetery to be completed during summer 2012.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING IN CITY COUNCIL CHAMBERS THEREOF, THIS 7TH DAY OF JUNE, 2012.

CITY OF BLACK DIAMOND:

_____

Rebecca Olness, Mayor

Attest:

_____

Brenda L. Martinez, City Clerk

4
CULTURE

TEL 206.296.7580
VITTY 206.296.8574
FAX 206.296.8629
101 PREFONTAINE PLACE SOUTH
SEATTLE, WA 98104
WWW.4CULTURE.ORG

APRIL 30, 2012

Aaron Nix
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

Dear Mr. Nix:

Congratulations! I am pleased to inform you that 4Culture's Board of Directors recently approved funding for the 2012 Landmark Rehabilitation Program. Your proposal for the **Black Diamond Cemetery** will receive an award of **$2,007** to support the preservation of this important landmark property. 4Culture is pleased to recognize your efforts to protect significant sites that are part of the cultural fabric of this region.

Following is a summary of the review panel's comments and/or conditions regarding your award:

> *The Black Diamond Cemetery is a fascinating resource that contains the graves of diverse ethnic communities that once worked in the local mines. The water lines replacement project meets a critical need and will result in better maintenance for the cemetery and significant savings to the city. Funding for labor by city employees is not allowable, but materials and supplies are eligible expenses. Partial funding is recommended.*

Your award will be governed by a contract with 4Culture. The contract will specify the scope of work to be undertaken, insurance and photo-documentation requirements, and other public benefit provisions, as spelled out in the program guidelines. 4Culture staff will be in touch with you in the coming months to develop and finalize your contract. Please contact Flo Lentz at 206.296.8682 or flo.lentz@4culture.org if you are anxious to get going and want to expedite the contract.

Before beginning rehabilitation work, you must also obtain a *Certificate of Appropriateness* from the King County Landmarks Commission approving changes to your landmark property. This approval can happen simultaneously, as we proceed with your 4Culture contract. Please contact Todd Scott, King County's Preservation Architect, at 206-296-8689 or Todd.Scott@kingcounty.gov at your earliest convenience to discuss the design review process. Thank you for your stewardship of the **Black Diamond Cemetery** and for your on-going commitment to the cultural legacy of our community.

Sincerely,

Jim Kelly
EXECUTIVE DIRECTOR

Agreement No. 112385L

Contractor's Federal Taxpayer ID No. (last 4 digits)

Contractor City of Black Diamond

Services Provided: *Black Diamond Cemetery: replacement of water service lines*

Contract Amount: $ 2,007.00 Fund Source: CP - Landmark Rehabilitation

CONTRACT FOR LANDMARK REHABILITATION

THIS CONTRACT is entered into by THE CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4Culture"), whose address is 101 Prefontaine Place South, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the City of Black Diamond (the "Contractor"), whose address is PO Box 599, Black Diamond, WA 98010 and telephone number is (360) 886-5700.

Contractor is an individual, a not-for-profit organization, or a public agency in ownership of a designated landmark property, qualified to receive funds pursuant to King County Code Sections 2.48 and 4.42 and RCW 67.28.180 and as hereinafter may be amended. The 4Culture Board approved providing funds for this project by **Motion No.** 2012-31.

4Culture desires to provide funds with which the Contractor shall render certain services in connection with the stabilization, preservation, restoration, and/or rehabilitation of the Black Diamond Cemetery, a designated City of Black Diamond Landmark, located at 24431 Morgan Street, Black Diamond, WA 98010.

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse Project costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

A. The Contractor shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits which are incorporated herein by reference:

☒	Project Proposal and Budget	Attached hereto as Exhibit	A
☒	Specific Scope of Work	Attached hereto as Exhibit	B
☒	Insurance of Requirements	Attached hereto as Exhibit	C
☒	Public Benefit Agreement	Attached hereto as Exhibit	D
☐	Personnel Inventory (K.C.C 12.16.060A)(In combination with other agreements, in excess of $25,000 in a calendar year)	Attached hereto as Exhibit	E
☐	Affidavit and Certificate of Compliance (K.C.C 12.16.060B) (for Agreements in excess of $25,000)	Attached hereto as Exhibit	F
☐	Disability Assurance of Compliance/Section 504 (KCC 12.16.060D) Organization	Attached hereto as Exhibit	G

B. Funds awarded under this Agreement shall be used solely to reimburse the Contractor for expenses incurred expressly and solely in accordance with the Specific Scope of Work, as set forth in Exhibit B. Any amendment or modification to the Specific Scope of Work must be approved in writing by 4Culture. The work described in the Specific Scope of Work shall hereinafter be referred to as the "Project".

C. In exchange for the receipt of public funds, the Contractor shall fulfill public benefit provisions specified in Exhibit D. All such obligations shall be legally binding and enforceable for periods of time as set forth in the Public Benefits Agreement, Exhibit D.

D. Projects shall undergo all applicable landmark design review procedures prior to obtaining a building permit or commencing construction, as follows: obtain a *Certificate of Appropriateness* (COA) from the King County Landmarks Commission.

E. The Contractor agrees to acknowledge 4Culture as a source of support for the Project in printed materials and/or in prominently located signage. Such acknowledgements shall utilize the following logo:

4 CULTURE
KING COUNTY LODGING TAX

Approved logos are available for download in a variety of formats at
http://www.4culture.org/manageaward/logo/index.htm

F. The Contractor agrees to notify 4Culture in advance of any public Project activities, including but not limited to ground breaking events, dedications, and other public programs.

II. DURATION OF CONTRACT

This Agreement shall commence on April 30, 2012 and shall terminate upon completion of the Specific Scope of Work and payment of the final invoice. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

III. COMPENSATION AND METHOD OF PAYMENT

A. 4Culture shall reimburse the Contractor for its actual and authorized expenditures incurred in satisfactorily completing the Specific Scope of Work and otherwise fulfilling all requirements specified in this contract in an aggregate amount not to exceed $2,007.00.

B. Contractor may apply to 4Culture for reimbursement upon completion of specified phases of the Specific Scope of Work pursuant to the following Reimbursement Schedule:

Phase No.	Description	Amount Available for Reimbursement	Expected Date of Completion
1	Replacement of water service lines and spigots	$2,007.00	
2			

C. All invoices for reimbursement for specific phases of the Project shall include: documentation that identifies vendors, and details costs for labor and materials. Such documentation shall include, but may not be limited to, contractor invoices and receipts for purchases of materials.

D. Accompanying the final invoice for the Project, the Contractor shall also submit: at least ten (10) digital images documenting before, during, and after conditions. Images shall be of publishable quality for use by 4Culture to promote the Landmark Rehabilitation grant program. Images shall have credits, caption information, and permission to publish.

E. All payments are subject to site inspection and approval by 4Culture.

F. If the Contractor fails to comply with any terms or conditions of this contract or to provide in any manner the work or services agreed to herein, 4Culture may withhold any payment to the Contractor until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of 4Culture's right to terminate this contract as provided in Section IV, any other rights of 4Culture under this Agreement, and any other right or remedy available to 4Culture at law or in equity.

IV. TERMINATION OF AGREEMENT

A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Agreement if CDA determines that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

B. Reimbursement for services performed by the Contractor, and not otherwise paid for by 4Culture prior to the effective date of a termination under subsections B and C herein, shall be as 4Culture reasonably determines.

C. In the event of termination for cause, the Contractor shall, immediately upon 4Culture's request and in addition to any and all other remedies available to 4Culture in equity or at law, return to 4Culture immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by 4Culture and all equipment, personal property and trade fixtures acquired as part of the Specific Scope of Contract Work.

V. MAINTENANCE OF RECORDS

A. The Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.

B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

VI. AUDITS AND EVALUATIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

B. The Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Contractor in the case of fiscal audits to be conducted by 4Culture.

C. The Contractor agrees to cooperate with 4Culture in the evaluation of the Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17 (Public Records Act).

VII. CONTRACT MODIFICATIONS

No modification or amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto.

VIII. NO WAIVERS

4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

IX. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

X. OWNERSHIP OF PROJECT/ CAPITAL FACILITIES

Contractor and 4Culture agree and acknowledge that the real property improved and the personal property and fixtures acquired as part of the Project are not owned by 4Culture and 4Culture does not expect to acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased under this Agreement. In addition, although Contractor will be reimbursed for certain of its expenditures as provided herein, the capital facilities constructed or improved hereunder are not being constructed at the cost of the state or a municipality and therefore are not "public works" within the meaning of RCW 39.04.10. Contractor shall not pledge or assign its rights to reimbursement hereunder to any third party for any reason, including, without limitation, to suppliers or subcontractors as security for Contractor's obligations to such third parties.

XI. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. The Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

B. To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.225, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For the purpose, the Contractor, by mutual negotiation, hereby waives, as respects 4Culture only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event 4Culture incurs any judgment, award

and/or cost arising there from including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

XII. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the construction period insurance as described in Exhibit C, Insurance Requirements, attached here to.

XIII. CONFLICT OF INTEREST

Chapter 42.23 RCW (Code Of Ethics For Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Specific Scope of Contract Services funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Contractor shall take all appropriate steps to assure compliance with this provision.

XIV. NONDISCRIMINATION

During the performance of this Agreement, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation.

The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Agreement. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

XV. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

XVI. ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

XVII. ATTORNEYS' FEES; EXPENSES

Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court.

XVIII. SURVIVAL

The terms and conditions of Sections I.C, V, VI, VIII, XI, XIII, XIV, and XVIII shall survive the termination of this Agreement and shall be continuing obligations of the parties.

4CULTURE:

_____
4Culture-CDA Executive Director

_____
Date

CONTRACTOR:

_____
Signature

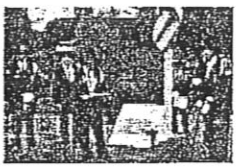
_____
Name (Please type or print)

_____
Title (Please type or print)

_____
Date

Exhibit A

City of Black Diamond



Mailing Address
PO Box 599
Black Diamond
Washington
98010

Shipping Address
24301 Roberts Drive
Black Diamond
Washington
98010

Phone
(360) 886-5700

Fax
(360) 886-2592

Website
www.ci.blackdiamond@wa.us

Email
anix@ci.blackdiamond.wa.us

King County Council District #
9

WA State Legislative District #
5

Date Incorporated
01/20/1959

Federal Tax ID
91-6016204

WA State UBI#
601140632

Revenue last fiscal year

Revenue 2nd to last fiscal year

Organization Director
Parks/Cemetery Director, Mr. Aaron Nix

Director Email
anix@ci.blackdiamond.wa.us

Director Phone
(360) 886-5700

Organization Description
Black Diamond is a municipal corporation that maintains a population of approximately 4,250 residents.

Mission
To help maintain and develop our parks and National Historic Cemetery, while embracing and integrating our rich heritage.

Project Title
Black Diamond Cemetery Water Service Line Replacement

Short Project Description
The water service that feeds the cemetery was placed approximately 50 years ago and is in disrepair. The project would replace the service line and associated spigots, ensuring that maintenance crews and the general pubiic can keep this national historic site maintained and kept up.

Project Discipline(s)
Preservation of Historic Place or Artifact

Amount Requested
$4,103.00

Total Project Budget
$5,103.00

Venue Address
Black Diamond National Historic Cemetery
24431 Morgan Street
Black Diamond
Washington
98010

King County Council District #
9

WA State Legislative District #
5

Project Venue Notes or Comments
King County Parcel #1421069059

Contact Person
Utility Superintendent, Mr. Daniel Dal Santo

Contact Phone
(360) 886-5700

Contact Email
ddalsanto@ci.blackdiamond.wa.us

Project Description
The Black Diamond National Historic Cemetery was founded in 1884, hidden by a row of trees and marked by a wooden sign erected by local scouts. The cemetery maintains approximately 1,200 graves and represents over a 120 years of area-wide history displaying cultural diversity and tragedy that existed in Black Diamond when coal mining was at its peak. Tombstones mark graves of residents who came from wales, Italy, Australia, Russia, Germany and many other countries. A civil war veteran is buried at the cemetery. The cemetery was added to the National Register of Historic Places in April of 2000. A 1/3 of a full time employee (FTE) is dedicated to maintaining the facility and is in charge of mowing, weed-whacking, headstone maintenance and keeping the grounds clean of trash and debris. Water spigots throughout the cemetery allow maintenance staff, the general public and others the ability to water plants and trees, maintain headstones and keep the area clean for anyone visiting the park. Due to the age of the current water service throughout the grounds, leaks are significant. Replacing the old steel water service (600 lineal feet) will ensure that water is conserved and not wasted due to leaks and frequent breaks in the line. This will in turn save the City money that would otherwise be dedicated to maintenance. In addition, new freeze resistant spigots will ensure that water is available throughout the year for cleaning and other uses.

Project Impact
Records and observation indicate that family members of past generations continue to visit the graves of family members long past. There is still strong community support in ensuring the grounds are preserved and maintained in perpituity. Continuing to this day is a memorial service on Veteren's Day that is held annually to remember those who we have lost and who have served in the military. Veteran's graves have been identified and are marked with a United States flag by Black Diamond staff, including the Mayor on most occassions.

Because of this heavy usuage, an upgraded waterline and new dispensing devices with help this historic cemetery continue on into the future.

Relevant Expertise / Experience / Accomplishments
As the Parks/Cemetery Director, I have extensive background and knowledge in project and grant managment for a variety of different projects. I often bring these projects to completion on time and on budget. Prior to this work I served as a Park's Project Manager and a construction inspector for several large municipalities within Washington State with focus on waterline construction for these jurisdictions.

Due to a significant cost savings, we feel that our maintenance crews will be able to install this water service at a significantly reduced cost savings to the City and the granting agency if awarded the money. Our Public Works Superintendent has well over 20 years experience, working in the City of Black Diamond and is intimately familiar with the cemetery property and the problems associated with the current water service and dispensing devices. He knows specifically where this water service exists as he has spent many days on trying to keep the service up and functioning. In his opinion,"This water service is in dire need of repair as it leaks in several areas and has been spliced in several locations. As the spigots are old and aging, they need to be replaced in order for the general

public to use, as well as our service crew.

Project Implementation

Our current project schedule is to begin the work in the dry part of the Summer season in either July or August this summer. We estimate, at the most, the work should take approximatley 3 days to replace 600 lineal feet of water service line and 6 associated dispensing devices. We will utilize City-available crew as this will save significant resources from the extensive bidding process we would have to go through utilizing and outside contractor. Hence, why we've included only one bid. As we have a very small grant matching fund, we would be able to this project on a re-imbursement basis, with the knowledge that these resources are already dedicted to other projects and need to be replenished prior to the ensuing fall. I will assure that immaculate notes, receipts and inspection records with be taken and will utilize any other protocol required of us by the granting agency. Due to the very tight budget estimated and mostly for parts/service, partial funding would not allow us to move forward with the project, unless other matching resources could be found.

PRESERVATION PRIORITIES WORKSHEET

Outline to the best of your knowledge the appropriate sequence of work required to complete a comprehensive rehabilitation of the landmark. Indicate where your current request for funding fits into that overall, big picture plan.

Applicant Name:

FEATURE	PROBLEM/WORK NEEDED	PRIORITY (ASSIGN A NUMBER TO EACH ONE, 1-6)
ROOF: Framing members, roofing material, chimney, flashing, gutters, cornice, eaves	No building structure associated with this project.	
FOUNDATION: Site drainage, footings, perimeter wall, posts or piers, sills	No building structure associated with this project.	
EXTERIOR SKIN: Siding, Windows, Porches, Trim, Paint, Exterior Stairs	No building structure associated with this project.	
INTERIOR: Attic, main floors, basement, ceilings, walls, flooring, staircases, windows	No building structure associated with this project.	
SYSTEMS: Electrical, plumbing, heating/cooling	Replacement of approximately 600 lineal feet of water service line and it's associated dispensing devices.	1
OTHER:	N/A	

Project Budget: Expenditures and Income

- Total Expenses must equal total Income, including match contributions and requested 4Culture support.
- Provide a simple break-down of expenses by category.
- Cost share (match) is recommended but not required.
- **Indicate specific uses of requested 4Culture support.**
- See online Landmark Rehabilitation Program guidelines (http://www.4culture.org/apply/landmarkrehab/index.htm) for more information about eligible expenses.

Applicant Name:				
Add any sub-categories that fit your project	EXPENSES		INCOME: Match (In-kind or Cash)	INCOME: Requested 4Culture Support
PLANNING (preliminary studies, cost estimates)				
N/A				
DESIGN (schematics, construction drawings, bid documents)				
N/A				
CONSTRUCTION (labor, materials)				
Redi-mix Concrete Bags	$30.00			$30
Ditch Witch 165 Rental	$360.00			$360
Sand	$60.00			$60
5/8-inch Crushed Rock	$110.00			$110
Waterline Materials (See Bid)	$1,447.00			$1,447
City Laborers (Based on fee schedule)	$3,096.00		$1,000	$2,096
SOFT COSTS (permits, insurance, sales tax, project management - up to 15%)				
N/A				
OTHER				
N/A				
Sub-Totals:	$5,103.00			
Grand Totals:	$5,103	=	$1,000 + $4,103	
	EXPENSE TOTAL		INCOME TOTAL (MATCH + 4CULTURE)	

PROJECT BUDGET NOTES

Budget notes are valuable in explaining your project budget (previous page). If needed, please use this area to further explain your expenses and income and how you arrived at your figures.

Category/Sub-category	Note
Construction (Labor/Materials)	Materials including concrete, sand, crushed rock and waterline materials costs were based on quotes from local sources. City labor was based on a 3-person crew working for 3-days at rate of $43.00/hour. This is subject to be less if the work can be accomplished quicker. We believe that this is likely based on the nature of this work.

Estimate of Probable Cost

	Project No.	Date
		February 28, 2012

Project Name
Cemetery Waterline Replacement

Location
Black Diamond, WA

Owner
City of Black Diamond

Estimated By: Dan Dal Santo
Date: February 28, 2012

Checked By:
Date:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
	SCHEDULE A				
1	Redi-mix Concrete Bags	12	EA	$2.50	$30.00
2	Ditch Witch 165 Rental	3	DAY	$120.00	$360.00
3	Sand	1	TruckLoad	$60.00	$60.00
4	5/8-Inch Crushed Rock	1	TruckLoad	$110.00	$110.00
5	City Laborers (Based on set fee schedule)	72	HRS	$43.00	$3,096.00
6	600 LF of 1" Poly Pipe Rated @ 200 PSI Six Comp Tees (1" x 3/4") Six Frost Free Yard Hydrants Twelve 1" inserts Twelve 3/4" inserts Six 3/4" comp x 3/4" male One 3/4" male x 1" comp One Roll 12 gauge tracing wire	1	LS	$1,447.00	$1,447.00
				TOTAL	$5,103.00

EXHIBIT B
SPECIFIC SCOPE OF WORK
CONTRACT NO. 112385L

This Project is approved for funding of the following work elements:

Replacement of water lines and dispensing devices at Black Diamond Cemetery, to include purchase of materials and rental of necessary equipment:

- Purchase of Redi-mix concrete, truckload of sand, truckload of 5/8" crushed rock, 600 LF of 1" poly pipe, six frost-free yard hydrants, and other project-related items
- Rental of Ditch Witch 165, or other project-related equipment

The following stipulations apply:

Design Review:
Contractor shall obtain all applicable Landmark design review approvals prior to obtaining a building permit or commencing construction.

Construction Signage Requirement:
During the duration of grant-funded work, Contractor will prominently display signage as provided by 4Culture in a location visible from the public right-of-way.

Photo Documentation Requirement:
At the conclusion of the project, Contractor shall submit at least ten (10) electronic images documenting **before, during, and after** conditions. Images shall be of publishable quality for use by 4Culture to promote the Landmark Rehabilitation grant program. Photos shall have captions with credits, and permission to publish.

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall procure, at its sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors.

For All Coverages: Each insurance policy shall be written on an "Occurrence" form.

1. Minimum Scope of Insurance needed for this contract is as follows:

☒	Commercial General Liability	Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of $1,000,000 BI & PD with a General Aggregate per project
☐	Automobile Liability	Covering all owned and non-owned and hired automobiles – Combined Single Limit of $1,000,000 BI & PD

2. Deductibles and Self Insured Retentions.

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

3. Other Insurance Provisions

A. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability Policies

(1) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

(2) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

(3) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(b) All Policies

(1) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract.

4. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's. with minimum surpluses the equivalent of Bests' surplus size VIII.

5. Verification of Coverage

4Culture reserves the right to require contractor to furnish CDA with certificate(s) of insurance evidencing compliance with all requirements set forth above, which certificate(s) shall provide that no material change. or cancellation or nonrenewal of policies referred to herein shall occur without thirty (30) days' prior written notice to CDA.

EXHIBIT D
PUBLIC BENEFIT AGREEMENT

4Culture
2012 Landmark Rehabilitation Program

Public Benefit Obligations for the Black Diamond Cemetery.
Tax Parcel # 1421069059.
4Culture Contract No. 112385L.

In accordance with a signed contract on file at the Cultural Development Authority of King County, dba 4Culture, public funds have been provided for rehabilitation of the Black Diamond Cemetery, a designated City of Black Diamond Landmark located at 24431 Morgan Street, Black Diamond, WA 98010.

To ensure that the citizens of the region receive real economic value in consideration for said funding, the City of Black Diamond (the CONTRACTOR) and his/her assigns and heirs shall be obligated to provide substantial benefits to the public. The obligation to provide public benefit burdens and runs with the land.

Section I: Useful Life Obligations.
Contractor agrees to provide the following public benefit for the duration of the useful life of the Landmark:

A. Contractor shall preserve and maintain the Black Diamond Cemetery as a City of Black Diamond Landmark, as defined in Black Diamond Municipal Code (BDMC) 15.38. All future restoration or rehabilitation work undertaken on the property must comply with BDMC 15.38. The provisions of BDMC 15.38.070 shall run in perpetuity with the property regardless of code status.

Section II: Quantifiable Public Benefit Obligations.
Contractor agrees to provide the following quantifiable public benefit:

A. Contractor will maintain in good condition the general physical condition of the building or structure that is the subject of the Project, for a period of ten (10) years, commencing April 30, 2012, and concluding April 29, 2022. Contractor agrees to permit staff of 4Culture, with adequate notice, to visit the property to assess the maintenance of the building.

B. Contractor will provide written notice to 4Culture of any circumstances which prevent the Contractor from complying with this requirement.

_____
Contractor Date

_____
4Culture Executive Director Date

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	Agenda Date: June 21, 2012	AB12-041
Resolution No. 12-810, adopting the 2013-2018 Capital Improvement Plan	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	X
	Public Works – Seth Boettcher	
Cost Impact:	Economic Devel. – Andy Williamson	
Fund Source:	Police – Jamey Kiblinger	
Timeline:	Court – Stephanie Metcalf	
	Comm. Dev. – Steve Pilcher	

Attachments: Resolution No. 12-810; 2013-2018 Capital Improvement Plan

SUMMARY STATEMENT:

Per City Code 3.60.020, the City of Black Diamond is presenting the draft annual update of the 2013-2018 Capital Improvement Plan. The Plan includes projected capital improvements for streets, water, wastewater, stormwater, parks, public safety and general government. The Plan totals, $36,641,950 of capital needs over the next six year period. The Public Works section includes 74% of the projects or $27,075,000 and the General Government section includes 26% or $9,566,950. The General Government section includes $4,517,200 for Parks, $4,515,000 for Fire and $414,750 for Police and $120,000 for General Government.

Potential funding sources are indentified for each project, with grants, bond sales with payments from mitigation fees, developer funding, or utility connections fees covering the majority of the revenue sources. Real Estate Excise Tax (REET I & II) which is collected on the sale of property is also included as a revenue source. Care has been taken to conservatively use the Real Estate Excise Tax revenue and to insure that the balance of REET I & II funds are not below $100,000 in any one year.

The City has taken a proactive approach in identifying and scheduling projects that are needed to provide the levels of service included in the Capital Facility portion of the Comprehensive Plan. The annual update and adoption of the Capital Improvement Plan is a requirement to apply for most Federal, State or Local Grants.

The City began the annual update process in March this year and has met with the Finance Committee, Parks Committee, Public Safety Committee and Public Works Committees to receive council input. Two workstudy sessions were held on June 7, 2012 and June 13, 2012 for the full council.

A Public Hearing was held on June 7, 2012 to receive public input on the 2013-2018 Capital Improvement Plan.

The Capital Improvement Plan in not a budget but a plan similar to the Transportation Plan. Projects included for 2013 will be reviewed again this fall where council will have the ability to make any final changes before the actual 2013 portions are included in the 2013 Budget adopted in December of 2012.

COMMITTEE REVIEW AND RECOMMENDATION: Finance Committee, Parks Committee, Public Safety Committee and Public Works Committees have all reviewed their sections in April and May.. Two work study sessions for the entire council We held June 7 & June 13 and a Public Hearing for public input was held June 7, 2012.
RECOMMENDED ACTION: **MOTION to adopt Resolution No, 12-810, adopting the 2013-2018 Capital Improvement Plan.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
June 21, 2012		

RESOLUTION NO. 12-810

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON, ADOPTING A CAPITAL IMPROVEMENT PLAN FOR THE YEARS 2013-2018

WHEREAS, the City of Black Diamond is required by State law and Chapter 3.60 of the Black Diamond Municipal Code to prepare and adopt a multi-year plan, updated annually, that contains the City's future Capital Improvement Projects and the recommended methods of funding those projects; and

WHEREAS, the City's Capital Improvements Plan has been updated to address the current capital facilities needs and priorities of the City for the years 2013-2018; and

WHEREAS, the City Council of the City of Black Diamond held a public hearing on the proposed 2013-2018 Capital Improvement Plan on June 7, 2012;

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council does hereby approve the 2013 – 2018 Capital Improvements Plan, a copy of which is attached as Exhibit "A" and incorporated herein by reference.

ADOPTED by the City Council at an open meeting on the 21st day of June, 2012.

_____
Rebecca Olness, Mayor

Attest:

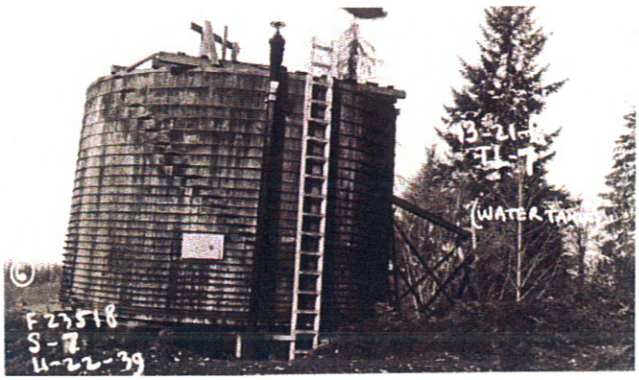
_____
Brenda L. Martinez, City Clerk

City of Black Diamond

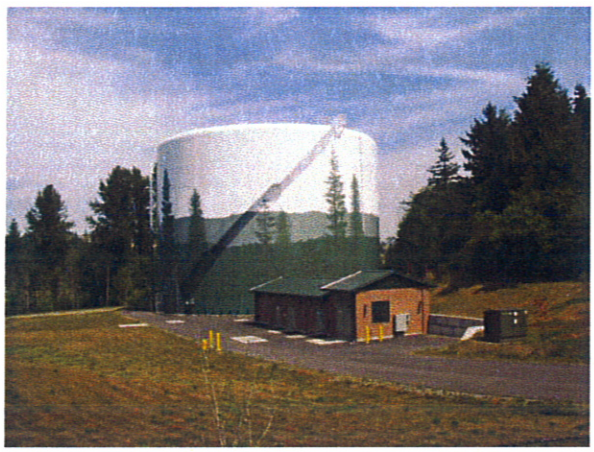
2013 – 2018

Capital Improvement Plan

FINAL DRAFT



Old water tank in Black Diamond – photo from King County Assessors and provided by Palmer Coking Coal Company.



4.3 MG Water Reservoir

June 21, 2012

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Overview of the Capital Improvement Plan

What is the Capital Improvement Plan?

The Capital Improvement Plan (CIP) is a document that lays out a six-year road map identifying present and future capital and infrastructure needs for the City. Generally speaking, capital improvements are expensive and some projects cover multiple years, so carefully planning and managing Black Diamond's capital projects together is an important part of city management. For citizens, it is an investment in the future of our community.

Because the CIP is a plan rather than a budget, actual authorization for capital project spending for the upcoming year occurs when City Council adopts the Annual Budget in December.

Having the long range capital plan completed before the annual operating budget is developed helps management better incorporate both short and long term planning.

This CIP document contains the major public facility improvements that will be implemented over the next six fiscal years. The projects are consistent with City Council priorities and address the needs for the acquisition, rehabilitation, and expansion of the City's infrastructure and capital assets. Identifying capital projects and their anticipated funding sources assists in the planning and scheduling of finances for projects and the manpower needed to plan, design and construct the projects.

Capital Projects are listed in the CIP by number, according to each major program area. For each project there is an estimated start and completion date that has been projected by the city department in charge of the improvement. The CIP also defines the total cost of the project and the amount allocated to the project for each year of the plan. Examples of projects in Black Diamond's six-year CIP include street rehabilitation, water projects, wastewater facilities, park improvements, a fire station and equipment, police capital needs, and public building construction and improvement. Land purchases are also included in CIP planning since land is considered a capital asset.

How are projects in the Capital Improvement Plan paid for?

The CIP process involves balancing desired capital improvements that compete for scarce financial resources. Generally, funding for capital improvements is provided through Real Estate Excise Tax revenue (REET), capital reserves, public trust fund loans, grants, impact fees and developer funding.

Real estate excise taxes (REET) are collected from property sales within the city limits and are earmarked specifically for capital projects. However in order to spend that money, a jurisdiction must have the project identified in a Capital Improvement Plan. So not only is the CIP a great overall planning tool for the City, it is also required in order to access REET monies.

Additionally, historical documentation of need is usually required when applying for grants. This need is documented in the CIP, as some projects get 'pushed out' from one year to the next due to lack of adequate funding.

Since 2007 property sales and prices have dropped in Black Diamond. This has reduced the REET funds available for capital improvements quite dramatically, causing more projects to be delayed in the plan.

Types of Capital Projects

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

- Transportation The road system in Black Diamond is a vital infrastructure to city residents, visitors and commuters. This infrastructure includes roads, bridges, bike lanes and sidewalks. The responsibility for the funding and construction of transportation infrastructure is usually shared with developers in the form of impact fees, as new development has need for additional transportation improvements. A good deal of funding for street improvement comes from Real Estate Excise Taxes.

- Parks and Recreation There are regional and local parks in Black Diamond as well as bike and hiking trails, a skate park and a BMX Course. Outdoor enthusiasts choose to live in Black Diamond for the natural beauty of the surroundings and sporting opportunities. Park improvements are primarily financed by real estate excise taxes, grants and developer contributions.

- Utilities The City provides water, sewer and stormwater utility services to residents and businesses. Capital Facilities include sewer treatment facilities, transmission systems and storm water detention facilities. Developers contribute to these projects, as growth requires infrastructure expansion. Capital reserves, grants, loans and Real Estate Excise Taxes also provide funding for utilities in Black Diamond.

- Public Safety Capital facilities and equipment are required to deliver core City services of Police and Fire. These facilities include the fire and police stations, vehicles and major equipment. Funding for these capital projects largely comes from Real Estate Excise Taxes and reserves.

- General Capital The City is responsible for funding the construction and maintenance of city buildings and facilities. Included are technological capital projects that provide better services and communication at the City. These capital costs are largely funded through Real Estate Excise Taxes.

Growth Management Act and Land Use Policies

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

Level of Service

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

Maintenance and Funding Constraints

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

Development and Approval Process

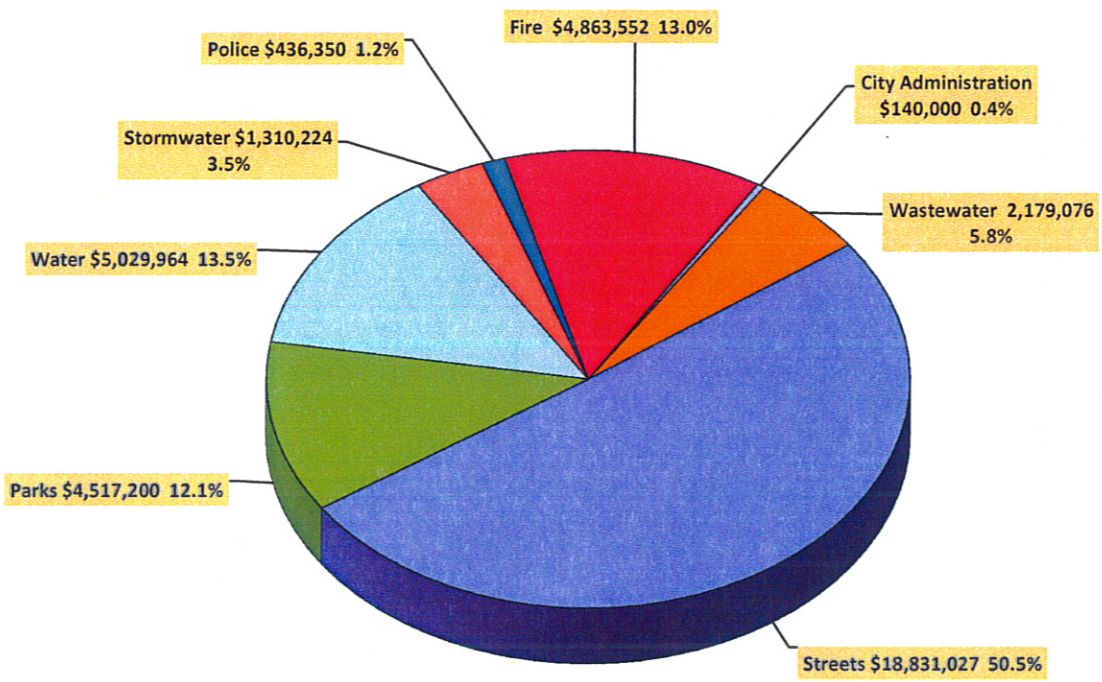
The Capital Improvement Plan is updated annually. Each year individual projects are submitted by department directors. They use a template provided by Finance staff. These requests include an update of current projects and projections on new projects and anticipated costs. Each project must have specific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

Total Summary by Department

Capital Improvement Plan 2013 - 2018

Departments	Total $ Project 2013 - 2018	2013	2014	2015	2016	2017	2018
Street Department	18,831,027	810,000	810,000	2,955,000	1,455,000	5,940,000	6,861,027
Water Department	5,029,964	415,000	1,975,000	1,825,000		100,000	714,964
Wastewater Department	2,179,076	30,000	80,000	280,000	380,000	1,320,000	89,076
Stormwater Department	1,310,224		80,000	820,000	298,420	48,420	63,384
Parks and Recreation	4,517,200	404,200	39,000	231,000	186,000	481,000	3,176,000
Police Department	436,350	102,900	66,350	63,100	69,200	66,600	68,200
Fire Department	4,863,552	390,000	30,552	630,552	212,492	452,492	3,147,464
Administration and Facilities	140,000	20,000	40,000	20,000	20,000	20,000	20,000
TOTAL Project COSTS	**37,307,393**	**2,172,100**	**3,120,902**	**6,824,652**	**2,621,112**	**8,428,512**	**14,140,115**
Less Payments on Debt	**(665,443)**	**(41,600)**	**(30,552)**	**(30,552)**	**(135,912)**	**(135,912)**	**(290,915)**
TOTAL Projects	**$ 36,641,950**	**$ 2,130,500**	**$ 3,090,350**	**$ 6,794,100**	**$ 2,485,200**	**$ 8,292,600**	**$ 13,849,200**

Total CIP with debt payments: $37,307,393

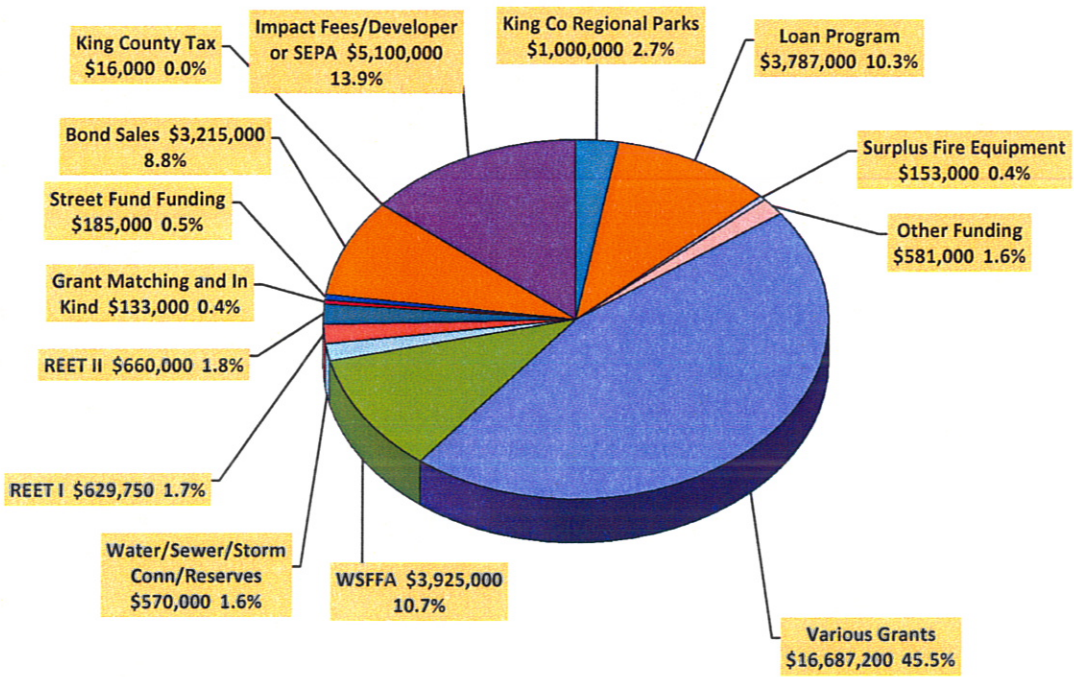


CIP All Funds Revenue Summary

Capital Improvement Plan 2013 - 2018

REQUESTED FUNDING	Total $ Project	2013	2014	2015	2016	2017	2018
Various Grants	16,687,200	612,200	320,000	2,630,000	1,255,000	4,770,000	7,100,000
WSFFA	3,925,000	225,000	1,875,000	1,025,000		100,000	700,000
Water/Sewer/Storm Conn/Reserves	570,000	30,000	65,000	60,000	280,000	80,000	55,000
REET I	629,750	91,300	116,350	93,100	99,200	116,600	113,200
REET II	660,000	120,000	100,000	110,000	120,000	140,000	70,000
Grant Matching and In Kind	133,000	73,000	40,000			20,000	
Street Fund Funding	185,000	30,000	35,000	30,000	30,000	30,000	30,000
Bond Sales	3,215,000				125,000	140,000	2,950,000
King County Tax	16,000	8,000	8,000				
Impact Fees/Developer or SEPA	5,100,000	550,000	430,000	1,595,000	480,000	550,000	1,495,000
King Co Regional Parks	1,000,000						1,000,000
Loan Program	3,787,000	240,000	100,000	1,250,000	20,000	2,095,000	82,000
Surplus Fire Equipment	153,000	150,000					3,000
Other Funding	581,000	1,000	1,000	1,000	76,000	251,000	251,000
TOTAL SOURCES	**36,641,950**	**2,130,500**	**3,090,350**	**6,794,100**	**2,485,200**	**8,292,600**	**13,849,200**

Total: $36,641,950



Non Capital Operating Costs

	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Trails Improvement Project - Salaries	20,000					10,000	10,000
City Wide Tech Maint. & Subscriptions	199,470	33,245	33,245	33,245	33,245	33,245	33,245
All Payments for Capital Loans	665,443	41,600	30,552	30,552	135,912	135,912	290,915
Total Non Capital Operating Costs	**884,913**	**33,245**	**33,245**	**33,245**	**33,245**	**43,245**	**43,245**

CIP Public Works Summary of Projects

Capital Improvement Plan 2013 - 2018

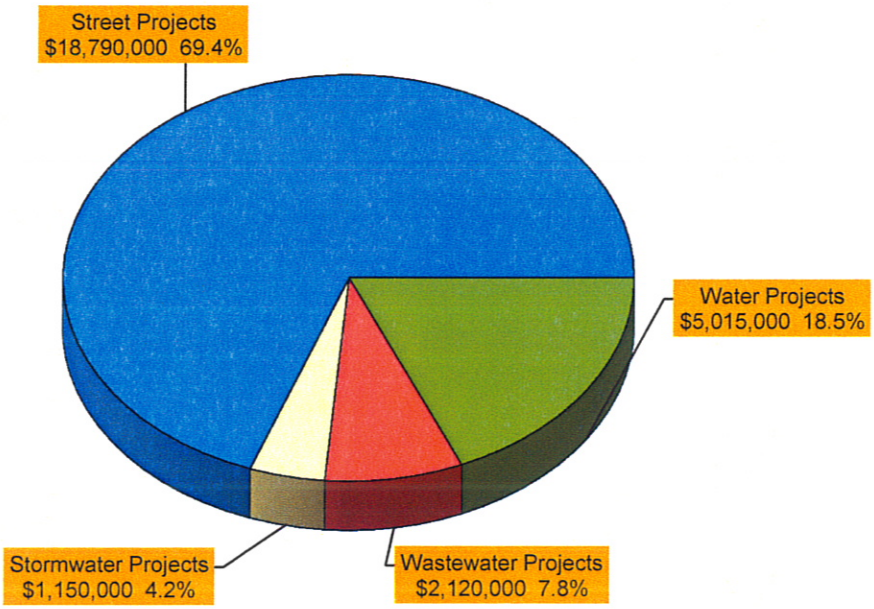
		Total $ Project 2013 - 2018	2013	2014	2015	2016	2017	2018
	STREET PROJECTS							
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2	SE 288th Street Overlay	150,000	150,000					
T3	Roberts Drive/State Rt 169 Roundabout	3,430,000	550,000	600,000	2,280,000			
T4	Morganville Intersection Improvements	100,000	40,000	60,000				
T5	Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T6	Rock Creek Bridge	510,000		80,000	430,000			
T7	Lawson Street Sidewalk	850,000			105,000	745,000		
T8	Roberts Drive Reconstruction	5,660,000			70,000	440,000	5,150,000	
T9	Pacific Street Neighborhood Improvements	420,000					70,000	350,000
T10	SR169 Widening at Lawson & Baker St.	1,550,000					350,000	1,200,000
T11	SR 169 Gateway Corridor Improvement	5,700,000				200,000	300,000	5,200,000
	STREET PROJECTS	**18,790,000**	**810,000**	**810,000**	**2,955,000**	**1,455,000**	**5,940,000**	**6,820,000**
	WATER PROJECTS							
W1	Springs and River Crossing Rehab Project	3,125,000	225,000	1,875,000	1,025,000			
W2	Reservoir Maintenance and Painting	115,000	15,000	100,000				
W3	5th Avenue Water Main Replacement	175,000	175,000					
W4	Fire Flow Loop to North Commercial Area	800,000			800,000			
W5	Springs Transmission Main Repl Phase I	800,000					100,000	700,000
	WATER PROJECTS	**5,015,000**	**415,000**	**1,975,000**	**1,825,000**		**100,000**	**700,000**
	WASTEWATER PROJECTS							
S1	Infiltration and Inflow Reduction Plan	180,000	30,000	30,000	30,000	30,000	30,000	30,000
S2	West BD Wastewater Lift Station Improv	360,000		30,000	250,000	80,000		
S3	Morganville Force Main Reroute	460,000				20,000	440,000	
S4	Cedarbrook Sewer Main	250,000				250,000		
S5	Public Works Facilities and Equipment	870,000		20,000			850,000	
	WASTEWATER PROJECTS	**2,120,000**	**30,000**	**80,000**	**280,000**	**380,000**	**1,320,000**	**30,000**
	STORMWATER PROJECTS							
D1	Lake Sawyer Road Culvert and Guardrail	320,000			70,000	250,000		
D2	Ginder Creek Stormwater Treatment Pond	830,000		80,000	750,000			
	STORMWATER PROJECTS	**1,150,000**		**80,000**	**820,000**	**250,000**		
	TOTAL PUBLIC WORKS CAPITAL PROJECTS	**27,075,000**	**1,255,000**	**2,945,000**	**5,880,000**	**2,085,000**	**7,360,000**	**7,550,000**

Public Works Department Summary

Capital Improvement Plan 2013 - 2018

Departments	Total $ Project 2013 - 2018	2013	2014	2015	2016	2017	2018
Street Projects	18,790,000	810,000	810,000	2,955,000	1,455,000	5,940,000	6,820,000
Water Projects	5,015,000	415,000	1,975,000	1,825,000		100,000	700,000
Wastewater Projects	2,120,000	30,000	80,000	280,000	380,000	1,320,000	30,000
Stormwater Projects	1,150,000		80,000	820,000	250,000		
TOTAL Project COSTS	**$ 27,075,000**	**$1,255,000**	**$2,945,000**	**$5,880,000**	**$2,085,000**	**$7,360,000**	**$7,550,000**

Public Works CIP by Department
Total: $ 27,075,000

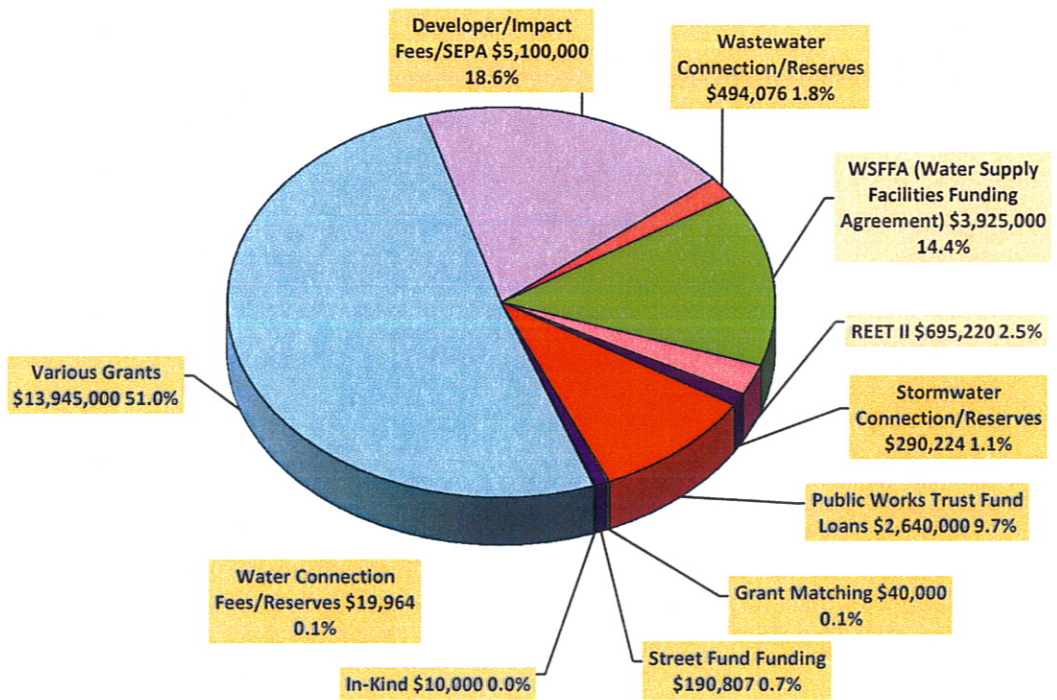


CIP Public Works Revenue Summary

Capital Improvement Plan 2013 - 2018

REQUESTED FUNDING Includes Debt Repayments	Total $ Project 2013 - 2018	2013	2014	2015	2016	2017	2018
Various Grants	13,945,000	290,000	300,000	2,410,000	1,155,000	4,590,000	5,200,000
Developer/Impact Fees/SEPA	5,100,000	550,000	430,000	1,595,000	480,000	550,000	1,495,000
Public Works Trust Fund Loans	2,640,000		100,000	650,000	20,000	1,870,000	
Wastewater Connection/Reserves	494,076	30,000	35,000	30,000	280,000	30,000	89,076
WSFFA (Water Supply Facilities Funding Agreement)	3,925,000	225,000	1,875,000	1,025,000		100,000	700,000
REET II	695,220	120,000	100,000	110,000	120,000	140,000	105,220
Stormwater Connection/Reserves	290,224		25,000	30,000	48,420	98,420	88,384
Grant Matching	40,000		40,000				
Street Fund Funding	190,807	30,000	35,000	30,000	30,000	30,000	35,807
Water Connection Fees/Reserves	19,964		5,000				14,964
In-Kind	10,000	10,000					
TOTAL SOURCES	**$27,350,291**	**$1,255,000**	**$2,945,000**	**$5,880,000**	**$2,133,420**	**$7,408,420**	**$7,728,451**
Less Payments on Debt	**(275,291)**				**(48,420)**	**(48,420)**	**(178,451)**
TOTAL Projects	**27,075,000**	**1,255,000**	**2,945,000**	**5,880,000**	**2,085,000**	**7,360,000**	**7,550,000**

Public Works CIP by Type of Funding Total: $27,350,291



REET II ANALYSIS SUMMARY (Fund 320)

Capital Improvement Plan 2013 - 2018

REET II - REVENUE	2012 REET II Budgeted & Funded	2013-2018 Summary Total	Capital Plan 2013 - 2018 2013	2014	2015	2016	2017	2018
REET II Funds Street Projects								
Beginning Fund Balance	487,785	266,003	266,003	192,303	178,703	195,203	244,903	328,203
REET Revenue (annual)								
1/4 of 1% REET - Existing Property	40,500	384,000	40,000	48,000	55,000	63,000	81,000	97,000
1/4 of 1% REET - Other new homes		45,200	6,300	6,400	6,500	6,700	7,300	12,000
1/4 of 1% REET - MPD		518,000		32,000	65,000	100,000	135,000	186,000
Subtotal REET II Revenue	**40,500**	**947,200**	**46,300**	**86,400**	**126,500**	**169,700**	**223,300**	**295,000**
Other Sources and Uses								
Transfer to 104 Gen Fund Capital Projects	(93,500)	-						
TOTAL Available Balance for Street Projects	**434,785**	**1,213,203**	**312,303**	**278,703**	**305,203**	**364,903**	**468,203**	**623,203**

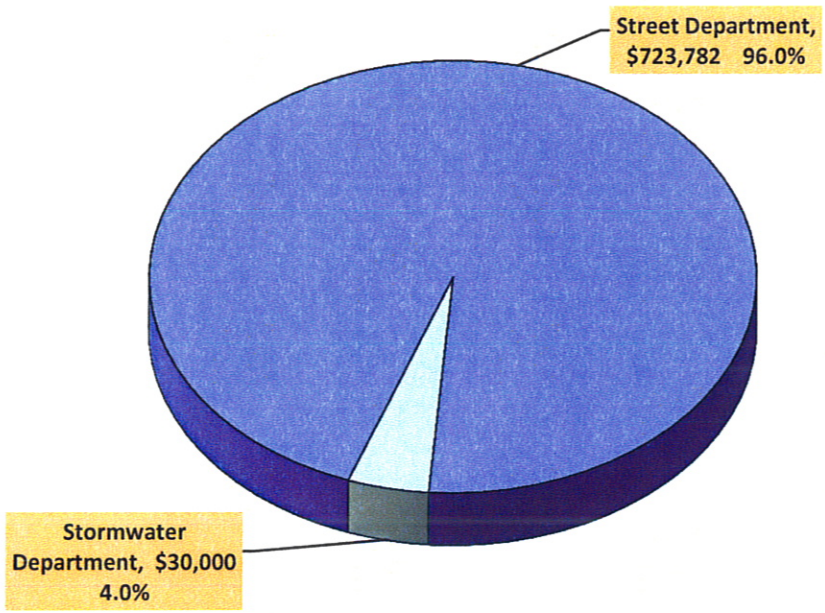
REET II PROJECT EXPENDITURES	2012 REET II Budgeted & Funded	2013-2018 Summary Total	Capital Plan 2013 - 2018 2013	2014	2015	2016	2017	2018
Street Projects								
T2 SE 288th Street Overlay		10,000	10,000					
T4 Intersection Improvements Morganville		100,000	40,000	60,000				
T5 Grant Matching Fund	40,000	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T8 Roberts Drive Reconstruction		180,000			70,000	80,000	30,000	
T9 Pacific Street Neighborhood Improvements	20,000	100,000					70,000	30,000
T8/T11 Street Loan Repayments		*35,220*						*35,220*
2012 Street Rehab	30,000							
2012 Elevate Abrams	20,000							
2012 Roberts Drive Sidewalk link to Morgan St	38,782							
2012 PW Facility Design and Engineering	20,000							
Subtotal Street Projects funded with REET II	**168,782**	**665,220**	**90,000**	**100,000**	**110,000**	**120,000**	**140,000**	**105,220**
Water Projects								
W2 Reservoir Maintenance and Painting		15,000	15,000					
W3 5th Avenue Water Main Replacement		15,000	15,000					
Subtotal Water Projects funded with REET II		**30,000**	**30,000**					
Total Projects FUNDED BY REET II	**168,782**	**695,220**	**120,000**	**100,000**	**110,000**	**120,000**	**140,000**	**105,220**
REET II Left for Next Year (Ending Fund Balance)	**266,003**	**517,983**	**192,303**	**178,703**	**195,203**	**244,903**	**328,203**	**517,983**

REET based on Houses sold	2013	2014	2015	2016	2017	2018
Existing Property Sales (in 000's)	62 @$250	75 @$255	85 @$260	95 @$265	120 @$270	140 @$275
Other New Home Sales (in 000's)	10 @$250	10 @$255	10 @$260	11 @$265	12 @$270	17 @$275
MPD Phase 1 Resulting Sales -Non Commercial (in 000's)		50 @$255	100 @$260	150 @$265	200 @$270	270 @$275
Population Base	4,060	4,087	4,249	4,546	4,981	5,553
Growth Increase (2.7 people per new household)	27	162	297	435	572	775
TOTAL POPULATION	4,087	4,249	4,546	4,981	5,553	6,328

Public Works REET II Summary
Capital Improvement Plan 2013 - 2018

Requested Funding	Total $ Requested	2013	2014	2015	2016	2017	2018
Street Department	665,220	90,000	100,000	110,000	120,000	140,000	105,220
Water Department	30,000	30,000					
Total REET II Projects	**695,220**	**120,000**	**100,000**	**110,000**	**120,000**	**140,000**	**105,220**

Total REET II: $695,220



Street Department (Transportation Projects)
CAPITAL PROJECT SUMMARY

Expenditure Summary by Project

	STREET DEPARTMENT	Total $ Requested 2013-2018	Capital Plan 2013 - 2018					
			2013	2014	2015	2016	2017	2018
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2	SE 288th Street Overlay	150,000	150,000					
T3	Roberts Drive/State Rt 169 Roundabout	3,430,000	550,000	600,000	2,280,000			
T4	Morganville Intersection Improvements	100,000	40,000	60,000				
T5	Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T6	Rock Creek Bridge	510,000		80,000	430,000			
T7	Lawson Street Sidewalk	850,000			105,000	745,000		
T8	Roberts Drive Reconstruction	5,660,000			70,000	440,000	5,150,000	
T9	Pacific Street Neighborhood Improvements	420,000					70,000	350,000
T10	SR169 Widening at Lawson & Baker St.	1,550,000					350,000	1,200,000
T11	SR 169 Gateway Corridor Improvement	5,700,000				200,000	300,000	5,200,000
STREET DEPT TOTAL PROJECTS		**18,790,000**	**810,000**	**810,000**	**2,955,000**	**1,455,000**	**5,940,000**	**6,820,000**

Capital Improvement Plan 2013 - 2018

Project for the **Street Department** **# T1**

PROJECT TITLE **General Street Improvement**

DESCRIPTION

Annually the Public Works staff assesses the street system and selects key street preservation and improvement work. Typical activities under this project are chip sealing, crack sealing, patch work and addressing minor safety problems. Because of the declining revenue in the street fund the cost of striping, signs, and roadside materials have been shifted to REET funding and are included in this work item.

BACKGROUND

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

COMMENTS

As more routine maintenance costs are shifted to this street improvement category, overlay projects may not be possible.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Construction Costs	180,000	30,000	30,000	30,000	30,000	30,000	30,000
TOTAL COSTS	**180,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Street Funds	180,000	30,000	30,000	30,000	30,000	30,000	30,000
TOTAL SOURCES	**180,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**

Capital Improvement Plan 2013 - 2018

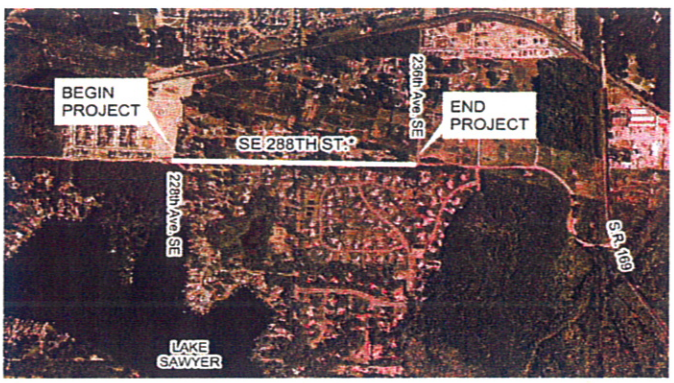
Project for the	Street Department	#	T2

PROJECT TITLE	SE 288th Street Overlay

DESCRIPTION Patch and overlay the existing roadway from 228th Ave SE to 236th Ave SE.

BACKGROUND The city completed the overlay of the west half of the project from 224th to 216th in 2011. The City will continue to seek TIB pavement preservation grant funding for the second half.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Construction Engineering	10,000	10,000					
Construction Costs	140,000	140,000					
TOTAL COSTS	**150,000**	**150,000**	-	-	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Grants TIB	130,000	130,000					
In-Kind Match	10,000	10,000					
Real Estate Excise Tax II	10,000	10,000					
TOTAL SOURCES	**150,000**	**150,000**	-	-	-	-	-



Capital Improvement Plan 2013 - 2018

Project for the **Street Department** **# T3**

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

DESCRIPTION

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

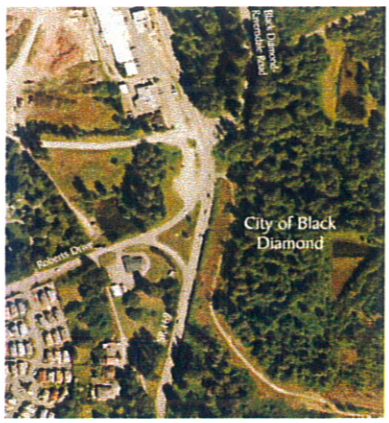
BACKGROUND

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

COMMENTS

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

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Land/Right of Way	400,000	400,000					
Preliminary Engineering	150,000	150,000					
Environ Engr & Permiting	300,000		300,000				
Construction Engineering	180,000			180,000			
Design Engineering	200,000		200,000				
Construction Costs	2,000,000			2,000,000			
Environ Mitigation	100,000			100,000			
Project Administration	100,000		100,000				
TOTAL COSTS	**3,430,000**	**550,000**	**600,000**	**2,280,000**	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Developer	1,130,000	550,000	300,000	280,000			
Grants	2,300,000		300,000	2,000,000			
TOTAL SOURCES	**3,430,000**	**550,000**	**600,000**	**2,280,000**	-	-	-



Proposed Roundabout

Capital Improvement Plan 2013 - 2018

Project for the	Street Department	#	T4

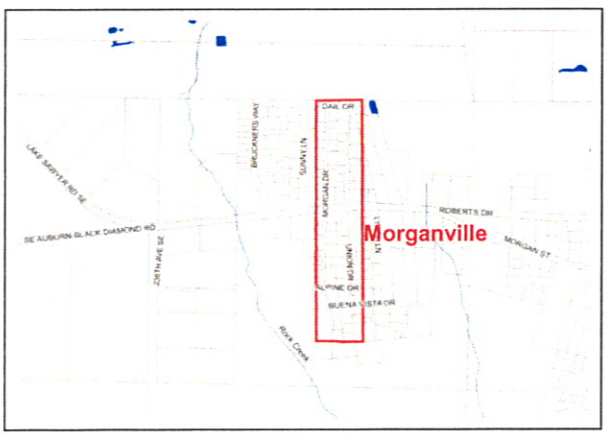
PROJECT TITLE	Intersection Improvements in Morganville

DESCRIPTION Widen the intersections in Morganville. Surveying and right of way purchases will be needed. The goal of the project is to improve sight distance and turning radius at the intersections for safety and better truck and bus access.

BACKGROUND This area was developed many years ago before car and truck access standards were developed.

COMMENTS The budget will be revisited once the survey and pre-design is complete. The City will cooperatively negotiate for the right of way acquisition with the affected property owners to provide a safer street network.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Land/Right of Way	20,000	20,000					
Design Engineering	80,000	20,000	60,000				
TOTAL COSTS	**100,000**	**40,000**	**60,000**	-	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Real Estate Excise Tax II	100,000	40,000	60,000				
TOTAL SOURCES	**100,000**	**40,000**	**60,000**	-	-	-	-



Six Intersections

Capital Improvement Plan 2013 - 2018

Project for the **Street Department** **# T5**

PROJECT TITLE **Grant Matching Fund**

DESCRIPTION This project is used to accumulate funds for a match for grants for street and pedestrian projects now scheduled on the CIP.

BACKGROUND The City has used this fund for professional technical assistance with grant applications and supplement funding if a grant is received for a project that needs to be moved up in the CIP schedule or if a larger match than anticipated is needed.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Funding to Match Grants	240,000	40,000	40,000	40,000	40,000	40,000	40,000
TOTAL COSTS	**240,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Real Estate Excise Tax II	240,000	40,000	40,000	40,000	40,000	40,000	40,000
TOTAL SOURCES	**240,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**

What is a matching grant?

A matching grant is a contingent grant awarded only if the receiving entity is able to put up (or independently raise) a sum equal to the amount provided by the granting entity.

Capital Improvement Plan 2013 - 2018

Project for the	Street Department	#	T6

PROJECT TITLE	Rock Creek Bridge

DESCRIPTION

This project is to provide a standard width roadway across Rock Creek and also provide safe pedestrian facilities across Rock Creek. The scope and cost of this project may change based on the outcome of the 2012 analysis of the bridge and the study of widening and repair options.

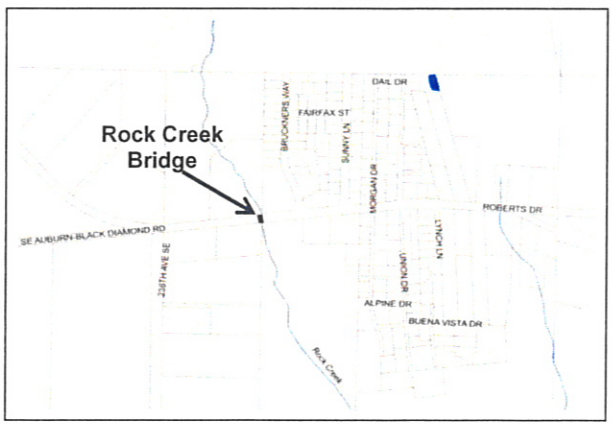
BACKGROUND

The Rock Creek bridge is about 100 years old and is substandard in width. This project will provide a safe pedestrian path connecting old town with new development.

COMMENTS

This preliminary work will allow the City to position itself for grant opportunities and align city efforts and needs with developer mitigation projects.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Design Engineering	110,000		80,000	30,000			
Construction Costs	400,000			400,000			
TOTAL COSTS	**510,000**	**-**	**80,000**	**430,000**	**-**	**-**	**-**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Developer/Impact Fees/SEPA	100,000		40,000	60,000			
TIB Grant	370,000			370,000			
Grant Matching Funds	40,000		40,000				
TOTAL SOURCES	**510,000**		**80,000**	**430,000**	**-**	**-**	



Capital Improvement Plan 2013 - 2018

Project for the **Street Department** **# T7**

PROJECT TITLE **Lawson Street Sidewalk**

DESCRIPTION

Construct 2150 feet of new 5 foot concrete sidewalk on the north side of Lawson Street to from SR 169 to the east boundary of Lawson Hill Estates. This project does not include curb gutter or street widening. Project cost $850,000.

BACKGROUND

Lawson Hill Estates and the surrounding area is within 1 mile of the elementary school on Baker Street. The City is partnering with the School District to seek Safe Routes to School grants for this project. It is anticipated that additional funding will be needed to cover the entire cost. Transportation Improvement Board Funding and or potentially MPD mitigation funding may also be available. The City and the School District are planning to cooperate and jointly apply for this grant in 2014 for funding in 2015, and 2016.

COMMENTS

The timing of this project may have to wait for the pedestrian mitigation assistance from the Lawson Hills developer for this project. Other grant funding may also be available to complete the total funding.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Land/Right of Way	20,000			20,000			
Design Engineering	85,000			85,000			
Construction Costs	745,000				745,000		
TOTAL COSTS	**850,000**	**-**	**-**	**105,000**	**745,000**		
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Safe Route to School Grant	395,000				395,000		
TIB Grant	150,000				150,000		
Developer/Impact Fees/SEPA	305,000			105,000	200,000		
TOTAL SOURCES	**850,000**	**-**	**-**	**105,000**	**745,000**	**-**	**-**

Capital Improvement Plan 2013 - 2018

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

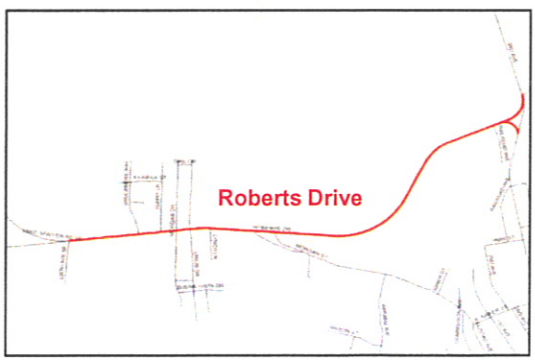
PROJECT TITLE **Roberts Drive Reconstruction**

DESCRIPTION Overlay existing roadway or rehabilitate existing concrete roadway, , widen to standard, address storm water treatment, add sidewalks, curbs, gutter and formal street lights. The project might be constructed in several phases.

BACKGROUND With many small subdivisions and businesses with direct access to Roberts Drive the roadway will need to be widened to accommodate a left hand turn lane so that flow through traffic is not impeded. The concrete panels over time have shifted and cracked causing rough roadway conditions.

COMMENTS The preliminary corridor study is needed early on to settle on a road section, resolve the stormwater solutions, process through NEPA (National Environmental Policy Act) and SEPA (State Environmental Policy Act), resolve the concrete panel fix, so the project can be prepared for grant funding. The PWTF Loan will be 20 years at 1% interest paid by REET II funds.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Land/Right of Way	80,000			20,000	60,000		
Preliminary Engineering	50,000			50,000			
Construction Engineering	350,000					350,000	
Design Engineering	380,000				380,000		
Construction Costs	4,800,000					4,800,000	
TOTAL COSTS	**5,660,000**	**-**	**-**	**70,000**	**440,000**	**5,150,000**	**-**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Grants	4,950,000				360,000	4,590,000	
Stormwater Connection/Res	50,000					50,000	
Developer/Impact Fees/SEPA	200,000					200,000	
Real Estate Excise Tax II	180,000			70,000	80,000	30,000	
PWTF loan	280,000					280,000	
TOTAL SOURCES	**5,660,000**	**-**	**-**	**70,000**	**440,000**	**5,150,000**	**-**
NON CAPITAL OPERATING COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
PWTF Loan Repay - REET II	17,004						17,004
TOTAL NON CAPITAL OPERATING	**17,004**	**-**	**-**	**-**	**-**	**-**	**17,004**



Capital Improvement Plan 2013 - 2018

Project for the	Street Department	#	T9

PROJECT TITLE	Pacific Street Neighborhood Improvements

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

BACKGROUND Gravel roads require a higher level of maintenance and generate more citizen complaints than paved streets.

COMMENTS There are outstanding obligations from some past development that may affect the project limits or schedule. Various infrastructure improvements are needed in this area as well. Funding for this project is dependent on the private property owners ability to funds the majority of the improvements. This project will not move forward without property owner cooperation.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Design Engineering	70,000					70,000	
Construction Costs	350,000						350,000
TOTAL COSTS	**420,000**	**-**	**-**	**-**	**-**	**70,000**	**350,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Stormwtr Connection/Reserves	25,000						25,000
Developer/Impact Fees/SEPA	295,000						295,000
Real Estate Excise Tax II	100,000					70,000	30,000
TOTAL SOURCES	**420,000**	**-**	**-**	**-**	**-**	**70,000**	**350,000**

Pacific Street

Capital Improvement Plan 2013 - 2018

Project for the	Street Department	#	T10

PROJECT TITLE	SR-169 Widening Lawson & Baker St Intersection

DESCRIPTION

The left hand turn lanes are needed on 169 and on the approaching streets. 900 feet of SR-169 widening and channelization is needed. 200 feet of widening and channelization is needed on Lawson and Baker Street. See the Villages and Lawson Hills EIS for more detailed information.

BACKGROUND

This is a MPD mitigation capacity adding project. The timing of these projects will be prompted by the progress the Master Planned Developments. These are included in the City's CIP to orderly deal with redevelopment that may occur on property bordering this project.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Land/Right of Way	200,000					200,000	
Design Engineering	150,000					150,000	
Construction Costs	1,200,000						1,200,000
TOTAL COSTS	**1,550,000**	-	-	-	-	**350,000**	**1,200,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Developer Improvement/SEPA	1,550,000					350,000	1,200,000
TOTAL SOURCES	**1,550,000**	-	-	-	-	**350,000**	**1,200,000**

Intersection at SR169 and Lawson

Capital Improvement Plan 2013 - 2018

Project for the	Street Department	#	T11

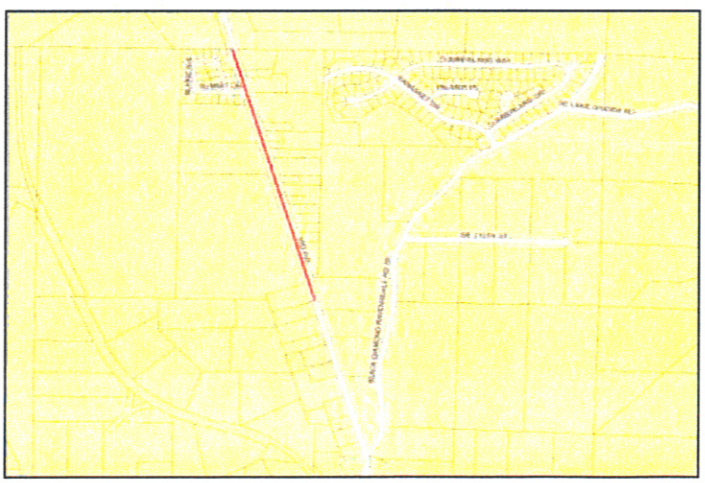
PROJECT TITLE	SR 169 Gateway Corridor Improvement

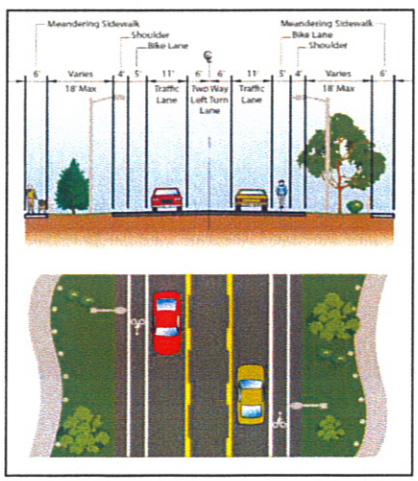
DESCRIPTION Widen the SR-169 from Black Diamond Ravensdale Road to north City limits (3,800 ft) to allow for a two way left hand turn lane. Add sidewalks, streetlights, and either curb and gutter with a storm treatment pond or low impact development storm treatment swales with water gardens. Additional lanes may also be considered.

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

COMMENTS This project may rate well for grant funding. Other development along the corridor may be able to contribute the matching funds. The PWTF loan will be a 20 year at 2%, paid by REET II funds.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Land/Right of Way	100,000				100,000		
Preliminary Engineering	100,000				100,000		
Construction Engineering	450,000						450,000
Design Engineering	300,000					300,000	
Construction Costs	4,750,000						4,750,000
TOTAL COSTS	**5,700,000**	-	-	-	**200,000**	**300,000**	**5,200,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Grants	5,200,000						5,200,000
PWTF loan	300,000					300,000	
Developer/Frontage Imp/SEPA	200,000				200,000		
TOTAL SOURCES	**5,700,000**			-	**200,000**	**300,000**	**5,200,000**
NON CAPITAL OPERATING COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
PWTF Loan Repay - REET II	18,216						18,216
TOTAL NON CAPITAL OPERATING	**18,216**	-	-	-	-	-	**18,216**





Street Department

CAPITAL PROJECT FUNDING SUMMARY

Expenditure Summary by Project

	STREET DEPARTMENT	Total $ Requested 2013-2018	Capital Plan 2013 - 2018					
			2013	2014	2015	2016	2017	2018
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2	SE 288th Street Overlay	150,000	150,000					
T3	Roberts Drive/State Rt 169 Roundabout	3,430,000	550,000	600,000	2,280,000			
T4	Morganville Intersection Improvements	100,000	40,000	60,000				
T5	Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T6	Rock Creek Bridge	510,000		80,000	430,000			
T7	Lawson Street Sidewalk	850,000			105,000	745,000		
T8	Roberts Drive Reconstruction	5,660,000			70,000	440,000	5,150,000	
T9	Pacific Street Neighborhood Improvements	420,000					70,000	350,000
T10	SR169 Widening at Lawson & Baker St.	1,550,000					350,000	1,200,000
T11	SR 169 Gateway Corridor Improvement	5,700,000				200,000	300,000	5,200,000
	STREET DEPT TOTAL PROJECTS	**18,790,000**	**810,000**	**810,000**	**2,955,000**	**1,455,000**	**5,940,000**	**6,820,000**

Funding Sources

		Total $ Requested 2013-2018	Capital Plan 2013 - 2018					
			2013	2014	2015	2016	2017	2018
TIB, CDBG and Other Grants								
T2	SE 288th Street Overlay	130,000	130,000					
T3	Roberts Drive/State Rt 169 Roundabout	2,300,000		300,000	2,000,000			
T6	Rock Creek Bridge	370,000			370,000			
T7	Lawson Street Sidewalk (TIB Grant)	150,000				150,000		
T7	Lawson Street Sdwk (Safe Walk Sch Grant)	395,000				395,000		
T8	Roberts Drive Reconstruction	4,950,000				360,000	4,590,000	
T11	SR 169 Gateway Corridor Improvement	5,200,000						5,200,000
	Total Grants	**13,495,000**	**130,000**	**300,000**	**2,370,000**	**905,000**	**4,590,000**	**5,200,000**
Stormwater Connection Fees/Reserves								
T8	Roberts Drive Reconstruction	50,000					50,000	
T9	Pacific Street Neighborhood Improvements	25,000						25,000
	Total Stormwtr Connection/Reserves Funding	**75,000**					**50,000**	**25,000**
Developer Funded/Impact Fees/SEPA								
T3	Roberts Drive/State Rt 169 Roundabout	1,130,000	550,000	300,000	280,000			
T6	Rock Creek Bridge Repair	100,000		40,000	60,000			
T7	Lawson Street Sidewalk	305,000			105,000	200,000		
T8	Roberts Drive Reconstruction	200,000					200,000	
T9	Pacific Street Neighborhood Improvements	295,000						295,000
T10	SR169 Widening at Lawson & Baker St.	1,550,000					350,000	1,200,000
T11	SR 169 Gateway Corridor Improvement	200,000				200,000		
	Total Developer/Impact/SEPA Funding	**3,780,000**	**550,000**	**340,000**	**445,000**	**400,000**	**550,000**	**1,495,000**

Funding Sources, cont.

STREET DEPARTMENT	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Real Estate Excise Tax II Funding							
T2 SE 288th Street Overlay	10,000	10,000					
T4 Morgan Intersection Improvements	100,000	40,000	60,000				
T5 Grant Matching Fund	240,000	40,000	40,000	40,000	40,000	40,000	40,000
T8 Roberts Drive Reconstruction	180,000			70,000	80,000	30,000	
T9 Pacific Street Neighborhood Improvements	100,000					70,000	30,000
Total REET II Funding	**630,000**	**90,000**	**100,000**	**110,000**	**120,000**	**140,000**	**70,000**
Grant Matching Fund							
T6 Rock Creek Bridge Repair	40,000		40,000				
Total Grant Matching Fund	**40,000**		**40,000**				
Street Funds							
T1 General Street Projects	180,000	30,000	30,000	30,000	30,000	30,000	30,000
Total Street Funds	**180,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**
In-Kind Match							
T2 288th Street Overlay	10,000	10,000					
Total In-Kind Match	**10,000**	**10,000**					
PWTF Loan							
T8 Roberts Drive Reconstruction	280,000					280,000	
T11 SR 169 Gateway Corridor Improvement	300,000					300,000	
Total PWTF Loan	**580,000**					**580,000**	
TOTAL STREET PROJECTS	**18,790,000**	**810,000**	**810,000**	**2,955,000**	**1,455,000**	**5,940,000**	**6,820,000**

NON CAPITAL OPERATING COSTS	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
T8 Roberts PWTF Loan Repay - REET II	17,004						17,004
T11 169 PWTF Loan Repay - REET II	18,216						18,216
S5 PW Fac & Eq Loan Pay (13%) Street Fund	5,807						5,807
TOTAL NON CAPITAL OPERATING	**41,027**						**41,027**

Water Department

CAPITAL PROJECT SUMMARY

Funding Summary by Project

WATER DEPARTMENT	Total $ Requested 2013-2018	Capital Plan 2013 - 2018					
		2013	2014	2015	2016	2017	2018
W1 Springs and River Crossing Rehab Project	3,125,000	225,000	1,875,000	1,025,000			
W2 Reservoir Maintenance and Painting	115,000	15,000	100,000				
W3 5th Avenue Water Main Replacement	175,000	175,000					
W4 Fire Flow Loop to North Commercial Area	800,000			800,000			
W5 Springs Transmission Main Repl Phase I	800,000					100,000	700,000
WATER DEPARTMENT TOTAL PROJECTS	**5,015,000**	**415,000**	**1,975,000**	**1,825,000**		**100,000**	**700,000**

Capital Improvement Plan 2013 - 2018

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

PROJECT TITLE **Springs & River Crossing Rehab. Project**

DESCRIPTION

Improvements to the City's spring collection facilities. Replacement of 1,300 lineal ft. of piping from the springs across the Green River to the North Bank Pump Station. Install a series of new pumps for greater pumping efficiency. Replace the chlorine injection system. Upgrade the controls and telemetry. Restore power generation capability.

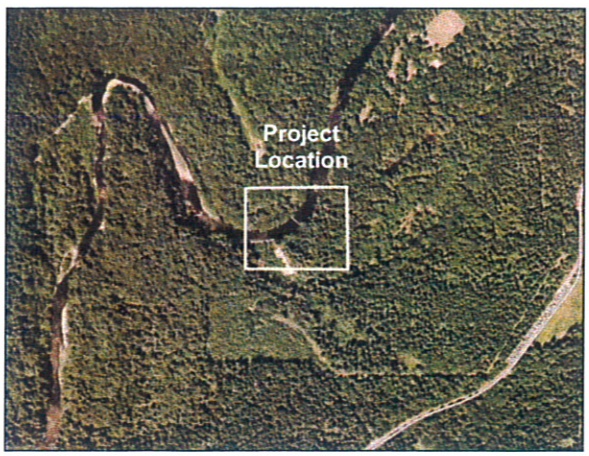
BACKGROUND

This is a capacity and system reliability project funded by the Water Supply and Facilities Funding Agreement (WSFFA. The Funding agreement anticpated the seeking low interest financing for this project. There is a very good opportunity to obtain a PWTF loan this next year which will secure the funding for this project no matter what happens to the economy. The Property Owners funding the WSFFA projects will make the Public Works Trust Fund payments with back up surety guaranteeing payment.

COMMENTS

The project described above is proposed as the first phase of the WSFFA springs project. The second phase is the project W5.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Preliminary Engineering	75,000	75,000					
Design Engineering	150,000	150,000					
Construction Engineering	100,000		75,000	25,000			
Construction Costs	2,800,000		1,800,000	1,000,000			
TOTAL COSTS	**3,125,000**	**225,000**	**1,875,000**	**1,025,000**	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Water Syst & Fac. Fndg Agrmt.	3,125,000	225,000	1,875,000	1,025,000			
TOTAL SOURCES	**3,125,000**	**225,000**	**1,875,000**	**1,025,000**	-	-	-



Spring Water in Black Diamond

Capital Improvement Plan 2013 - 2018

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

PROJECT TITLE **Reservoir Painting and Maintenance**

DESCRIPTION Repaint the 0.5 MG reservoir inside and out.

BACKGROUND City staff was not able to obtain a grant for this project. A PWTF or possibly an internal loan will be needed as the condition is very bad. A PWTF loan could be for 10 years at a .5% interest rate, with annual payments of $10,254.

COMMENTS Based on the results of the inspection in 2012, the overall budget may have to increase/decrease to perform the maintenance work.

CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**Capital Plan 2013 - 2018**					
		2013	**2014**	**2015**	**2016**	**2017**	**2018**
Design Engineering	15,000	15,000					
Tank Painting	100,000		100,000				
TOTAL COSTS	**115,000**	**15,000**	**100,000**	-	-	-	-

REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
PWTF Loan or other	100,000		100,000				
Real Estate Excise Tax II	15,000	15,000					
TOTAL SOURCES	**115,000**	**15,000**	**100,000**	-	-	-	-

Old Lawson Hill 500,000 Gallon Tank

Capital Improvement Plan 2013 - 2018

Project for the	Water Department	# W3

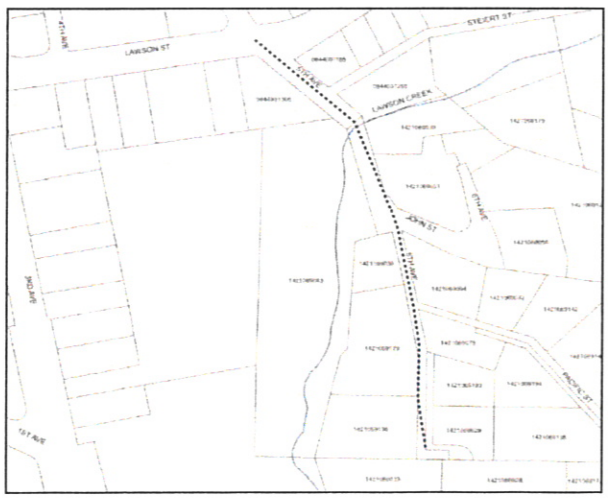
PROJECT TITLE	5th Ave Water Main Replacement

DESCRIPTION Replace 850 feet of 4 inch dead end asbestos concrete water main from 5th Ave intersection with Lawson St. South to the end of the road. Two fire hydrants also need to be replaced.

BACKGROUND There is a lack of fire flow in this area and with low quality water pipe on a dead end line the service reliability is also very low. The City was selected for a CDBG Grant for this project in 2011. The grant agreement is expected in May or June of 2012. The City is trying to expedite the project so as to complete the construction while Lawson Creek is dried up.

COMMENTS This project might be delayed to 2013 if it cannot be completed while Lawson Creek is dry in the summer of 2012 and is also shown in the 2013 budget year.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Construction Engineering	15,000	15,000					
Construction Costs	160,000	160,000					
TOTAL COSTS	**175,000**	**175,000**	-	-	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Grants	160,000	160,000					
REET II	15,000	15,000					
TOTAL SOURCES	**175,000**	**175,000**	-	-	-	-	-



Fire Hydrant on Fifth Ave.

Capital Improvement Plan 2013 - 2018

Project for the	Water Department	#	W4

PROJECT TITLE	Fire Flow Loop - North Commercial Area

DESCRIPTION

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

BACKGROUND

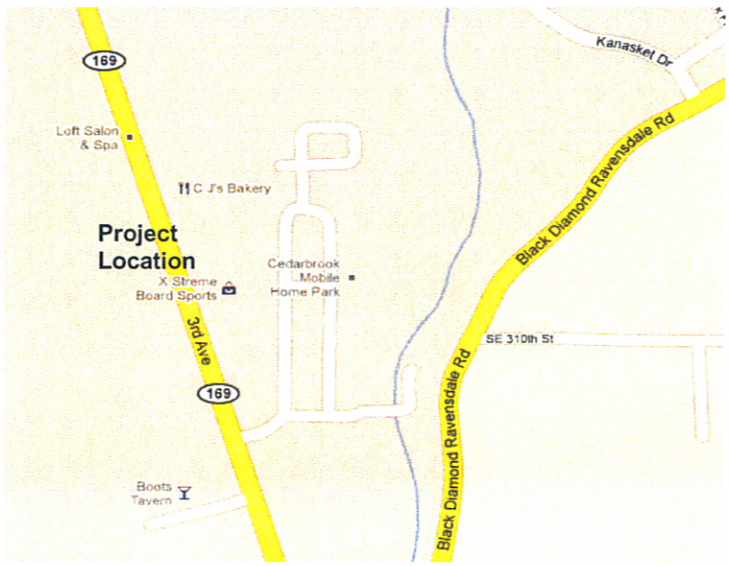
This is a capacity and system reliability project funded by the Water Supply Facilities Funding Agreement. Other commercial properties along SR-169 may also be contributing or constructing portions of this project.

COMMENTS

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

CAPITAL PROJECT COSTS	Total $ Requested 2013-2018	Capital Plan 2013 - 2018					
		2013	2014	2015	2016	2017	2018
Construction Costs	800,000			800,000			
TOTAL COSTS	**800,000**	-	-	**800,000**	-	-	-

REQUESTED FUNDING	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Developer Funded	800,000			800,000			
TOTAL SOURCES	**800,000**	-	-	**800,000**	-	-	-



Capital Improvement Plan 2013 - 2018

Project for the	Water Department	# W5

PROJECT TITLE	Springs Transmission Main Repl Phase I

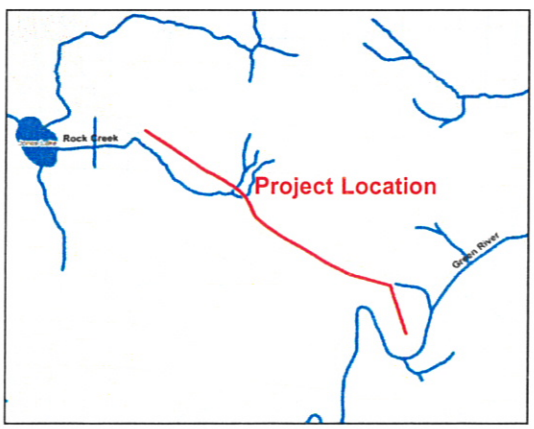
DESCRIPTION Replace 8000 feet of 8 inch asbestos concrete (AC) with 12 inch ductile iron (DI) from the North Bank Pump Station to tie in to the existing 12" Spring Supply Main.

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

COMMENTS A Public Works Trust Fund loan should be considered for this project.

CAPITAL PROJECT COSTS	Total $ Requested 2013-2018	Capital Plan 2013 - 2018					
		2013	2014	2015	2016	2017	2018
Preliminary Engineering	20,000					20,000	
Design Engineering	80,000					80,000	
Construction Costs	700,000						700,000
TOTAL COSTS	**800,000**	-	-	-	-	**100,000**	**700,000**

REQUESTED FUNDING	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Water Syst & Fac. Funding Agrmt.	800,000					100,000	700,000
TOTAL SOURCES	**800,000**	-	-	-	-	**100,000**	**700,000**



Example of Ductile Iron Water Pipes

Water Department

CAPITAL PROJECT FUNDING SUMMARY

Funding Summary by Project

WATER DEPARTMENT	Total $ Requested 2013-2018	Capital Plan 2013 - 2018 2013	2014	2015	2016	2017	2018
W1 Springs and River Crossing Rehab Project	3,125,000	225,000	1,875,000	1,025,000			
W2 Reservoir Maintenance and Painting	115,000	15,000	100,000				
W3 5th Avenue Water Main Replacement	175,000	175,000					
W4 Fire Flow Loop to North Commercial Area	800,000			800,000			
W5 Springs Transmission Main Repl Phase I	800,000					100,000	700,000
WATER DEPARTMENT TOTAL PROJECTS	**5,015,000**	**415,000**	**1,975,000**	**1,825,000**		**100,000**	**700,000**

Funding Sources

	Total $ Requested 2013-2018	Capital Plan 2013 - 2018 2013	2014	2015	2016	2017	2018
Water System & Facilities Funding Agmt (WSFFA)							
W1 Springs and River Crossing Rehab Project	3,125,000	225,000	1,875,000	1,025,000			
W5 Springs Transmission Main Repl Phase I	800,000					100,000	700,000
Total WSFFA Funds	**3,925,000**	**225,000**	**1,875,000**	**1,025,000**		**100,000**	**700,000**
Grant Funding							
W3 5th Avenue Water Main Replacement	160,000	160,000					
Total Grant Funding	**160,000**	**160,000**					
PWTF Loan							
W2 Reservoir Painting and Maintenance	100,000		100,000				
	100,000		**100,000**				
Developer Funding							
W4 Fire Flow Loop to North Commercial Area	800,000			800,000			
Total Developer Funding	**800,000**			**800,000**			
Real Estate Excise Taxes II							
W2 Reservoir Painting and Maintenance	15,000	15,000					
W3 5th Avenue Water Main Replacement	15,000	15,000					
Total Real Estate Excise Taxes II	**30,000**	**30,000**					
TOTAL FUNDING FOR WATER PROJECTS	**5,015,000**	**415,000**	**1,975,000**	**1,825,000**		**100,000**	**700,000**

NON CAPITAL OPERATING COSTS	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
S5 PW Facilities & Equip Loan Payment (29%)	14,964						14,964
TOTAL NON CAPITAL OPERATING	**14,964**						**14,964**

Wastewater Department

CAPITAL PROJECT SUMMARY

Expenditure Summary by Project

WASTEWATER DEPARTMENT	Capital Plan 2013 - 2018						
	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
S1 Infiltration and Inflow Reduction Plan	180,000	30,000	30,000	30,000	30,000	30,000	30,000
S2 West Black Diamond Sewer Lift Station	360,000		30,000	250,000	80,000		
S3 Morganville Force Main Reroute	460,000				20,000	440,000	
S4 Cedarbrook Sewer Main	250,000				250,000		
S5 Public Works Facilities and Equipment	870,000		20,000			850,000	
WASTEWATER DEPT TOTAL PROJECTS	**2,120,000**	**30,000**	**80,000**	**280,000**	**380,000**	**1,320,000**	**30,000**

Funding Sources

Capital Improvement Plan 2013 - 2018

Project for the	Wastewater Department	#	S1

PROJECT TITLE	Infiltration and Inflow Reduction Program

DESCRIPTION

Funding for I & I includes investigations, such as: TV inspections, smoke testing, flow monitoring, and then Repair Work such as: pipe rehabilitation, sealing, requiring private line replacement, manhole repair and sewer line replacement.

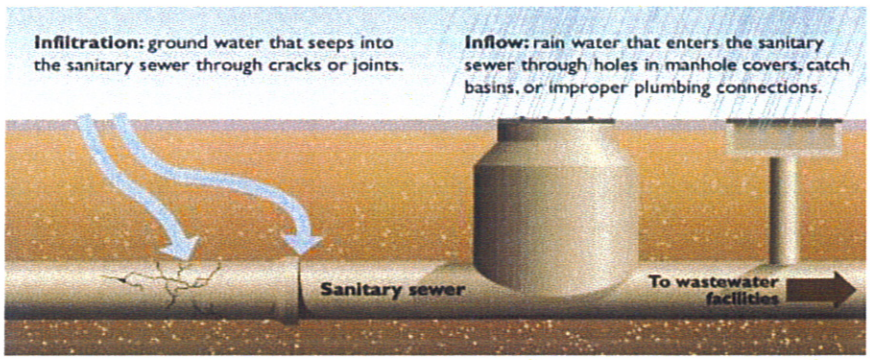
BACKGROUND

The City needs to reduce the infiltration and inflow as good stewardship and maintenance of the existing sewer system. The City also desires to preserve and recapture capacity in the wastewater system by reducing and controlling the peak flows.

COMMENTS

The City has completed a first round of investigation identifying various manhole repairs that are needed. Staff is being trained in various repair options. The goal over the next three years is to repair 10 manholes per year and 3 inflow disconnects.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Construction Costs	180,000	30,000	30,000	30,000	30,000	30,000	30,000
TOTAL COSTS	**180,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Wstwtr Reserves/New Cust Fees	180,000	30,000	30,000	30,000	30,000	30,000	30,000
TOTAL SOURCES	**180,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**



Courtesy CRD, Victoria, BC

Capital Improvement Plan 2013 - 2018

Project for the **Wastewater Department** **# S2**

PROJECT TITLE **West Black Diamond Wastewater Lift Station**

DESCRIPTION

Design and construct a wastewater lift station for the area west of Rock Creek and south of Roberts Drive. Phase one is site selection, design and property/easement purchase. Phase two is wastewater lift station permitting and construction.

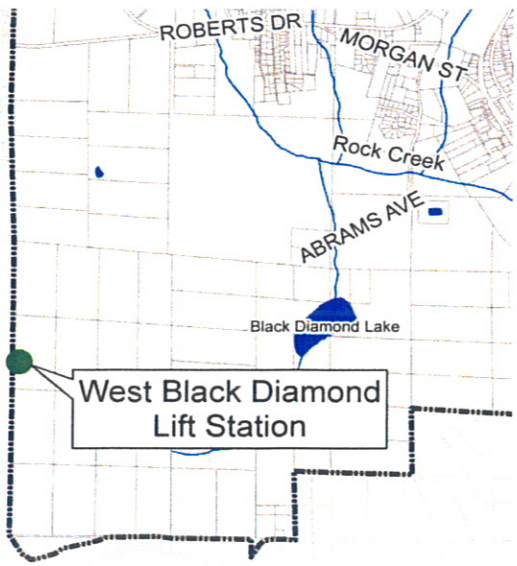
BACKGROUND

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

COMMENTS

It is currently planned that the Villages Developer will construct an interim sewer pump station and perhaps a second interim sewer pump station as the development grows to the south. The City may take the lead role in planning, designing, permitting and construction of the ultimate facility to service this area. Timing and funding will need to be coordinated with the Villages Developer. This CIP only shows the design and right-of-way costs at this time.

Capital Plan 2013 - 2018							
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Land/Right of Way	250,000			250,000			
Preliminary Engineering	30,000		30,000				
Design Engineering	80,000				80,000		
TOTAL COSTS	**360,000**	**-**	**30,000**	**250,000**	**80,000**	**-**	**-**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Developer Funded	360,000		30,000	250,000	80,000		
TOTAL SOURCES	**360,000**	**-**	**30,000**	**250,000**	**80,000**	**-**	**-**



Capital Improvement Plan 2013 - 2018

Project for the	Wastewater Department	#	S3

PROJECT TITLE	Morganville Force Main Reroute

DESCRIPTION

Reroute the flows from the Morgan Street Sewer pump station from pumping to the Jones Lake Pump Station to pump to the new King County western storage facility. The new force main will be about 3500 feet from Morgan Street west along Roberts Drive and northwest along Lake Sawyer Road East.

BACKGROUND

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

COMMENTS

If there is an interim MPD need for directing flows from the Villages to Jones Lake pump station, most of this project might be constructed by the MPD developer. A 10 year PWTF loan in 2017 is planned to be 10 years at .5% interest.

Capital Plan 2013 - 2018							
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Preliminary Engineering	20,000				20,000		
Design Engineering	40,000					40,000	
Construction Costs	400,000					400,000	
TOTAL COSTS	**460,000**	**-**	**-**	**-**	**20,000**	**440,000**	**-**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Public Works Trust Fund Loan	460,000				20,000	440,000	
TOTAL SOURCES	**460,000**	**-**	**-**	**-**	**20,000**	**440,000**	**-**
NON CAPITAL OPERATING COSTS	**Total $ Requested**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Debt Repayment (Wstwtr Res)	44,112						44,112
TOTAL OPERATING	**44,112**	**-**	**-**	**-**	**-**	**-**	**44,112**

Capital Improvement Plan 2013 - 2018

Project for the **Wastewater Department** **# S4**

PROJECT TITLE **Cedarbrook Sewer Main**

DESCRIPTION

Acquire City easement through the trailer park. Rehabilitate the existing sewer main to provide reliable public sewer service to the customers in the north east portion of the City.

BACKGROUND

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

COMMENTS

This project reflects rehabilitation costs of the existing sewer not total replacement.

Capital Plan 2013 - 2018							
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Design & Construction	250,000				250,000		
TOTAL COSTS	**250,000**	**-**	**-**	**-**	**250,000**	**-**	
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Wstwtr Res/New Customer Fees	250,000				250,000		
	250,000	**-**	**-**	**-**	**250,000**	**-**	**-**

Capital Improvement Plan 2013 - 2018

Project for the **Wastewater Department** **# S5**

PROJECT TITLE **Public Works Facilities and Equipment**

DESCRIPTION

The City is in need for several additional facilities and equipment. Such as better and larger materials handling and storage facilities; a street sweeper/vactor equipment; shop improvements; and maintenance employee facilities. As the City grows these needs will increase.

BACKGROUND

The City intends to out-source vactor and sweeping services as long as this method is cost effective. The City will also be evaluating the potential of equipment sharing with Maple Valley and Covington.

COMMENTS

Costs and timing will be revisited in the next annual update of the CIP after the results of the General Government Facilities Mitigation Charge Study is complete. The PWTF loan will be for 20 years at 2% interest. The payment will be approximately $51,600 split among the utilities; 13% for Street, and 29% each will come from Water, Wastewater and Stormwater.

Capital Plan 2013 - 2018

CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Building Improvements	100,000					100,000	
Preliminary Engineering	120,000		20,000			100,000	
Construction Costs	300,000					300,000	
Equipment Purchases	350,000					350,000	
TOTAL COSTS	**870,000**	**-**	**20,000**	**-**	**-**	**850,000**	**-**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Wstwtr, Water,Storm & Street Res	20,000		20,000				
Public Works Trust Fund Loan	850,000					850,000	
TOTAL SOURCES	**870,000**	**-**	**20,000**	**-**	**-**	**850,000**	**-**
NON CAPITAL OPERATING COSTS	**Total $ Requested**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
S5 PWTF Debt Repay - (Wstwtr @ 29%)	14,964						14,964
TOTAL OPERATING	**14,964**	**-**	**-**	**-**	**-**	**-**	**14,964**

Wastewater Department

CAPITAL PROJECT FUNDING SUMMARY

Expenditure Summary by Project

WASTEWATER DEPARTMENT	Total $ Requested 2013-2018	Capital Plan 2013 - 2018					
		2013	2014	2015	2016	2017	2018
S1 Infiltration and Inflow Reduction Plan	180,000	30,000	30,000	30,000	30,000	30,000	30,000
S2 West Black Diamond Sewer Lift Station	360,000		30,000	250,000	80,000		
S3 Morganville Force Main Reroute	460,000				20,000	440,000	
S4 Cedarbrook Sewer Main	250,000				250,000		
S5 Public Works Facilities and Equipment	870,000		20,000			850,000	
WASTEWATER DEPT TOTAL PROJECTS	**2,120,000**	**30,000**	**80,000**	**280,000**	**380,000**	**1,320,000**	**30,000**

Funding Sources

	Total $ Requested 2013-2018	Capital Plan 2013 - 2018					
		2013	2014	2015	2016	2017	2018
Wastewater Reserves, New Customers & Conn. Fees							
S1 Infiltration and Inflow Reduction Plan	180,000	30,000	30,000	30,000	30,000	30,000	30,000
S4 Cedarbrook Sewer Main	250,000				250,000		
S5 Public Works Facilities and Equipment	5,000		5,000				
Total Wstewtr Reserves/New Cust & Conn.Fees	**435,000**	**30,000**	**35,000**	**30,000**	**280,000**	**30,000**	**30,000**
Water, Storm, Street Reserves							
S5 Public Works Facilities and Equipment	15,000		15,000				
Total Wat/Storm/Street Reserves	**15,000**		**15,000**				
Developer Funded							
S2 West Black Diamond Sewer Lift Station	360,000		30,000	250,000	80,000		
Total Developer Funded	**360,000**		**30,000**	**250,000**	**80,000**		
Public Works Trust Fund Loan							
S3 Morganville Force Main Reroute	460,000				20,000	440,000	
S5 Public Works Facilities and Equipment	850,000					850,000	
Total PWTF Loans	**1,310,000**				**20,000**	**1,290,000**	
TOTAL FUNDING FOR WASTEWATER PROJECTS	**2,120,000**	**30,000**	**80,000**	**280,000**	**380,000**	**1,320,000**	**30,000**

NON CAPITAL OPERATING COSTS	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
S3 Morganville Reroute Loan Pay - Wastewtr Res	44,112						44,112
S5 PW Fac and Equip Loan Pay (29%) Wastewtr Res	14,964						14,964
TOTAL NON CAPITAL OPERATING	**59,076**	-	-	-	-	-	**59,076**

Stormwater Department

CAPITAL PROJECT SUMMARY

Expenditure Summary by Project		Capital Plan 2013 - 2018					
Project Name	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
D1 Lake Sawyer Road Culvert and Guardrail	320,000			70,000	250,000		
D2 Ginder Creek Stormwater Treatment Pond	830,000		80,000	750,000			
STORMWATER DEPT TOTAL PROJECTS	**1,150,000**		**80,000**	**820,000**	**250,000**		

Capital Improvement Plan 2013 - 2018

Project for the	Stormwater Department	#	D1

PROJECT TITLE	**Lake Sawyer Road Culvert and Guardrail**
DESCRIPTION	Replacing Stormwater Infrastructure: Replace the three 72 inch corregated metal culverts with a bottomless concrete box culvert and install guard rails to protect vehicles from running into the creek.
BACKGROUND	The existing three culverts may impede the upstream migration of salmon. The existing corregated metal culverts are showing signs of corrosion. The guard rails will protect the environment from errant stray vehicles.
COMMENTS	Grant funding is anticipated and included in the financing for this project. Design and permitting is scheduled for 2013 to assist with attracting grant and private mitigation funds. If grant funding is not received this project will be put on hold.

	Capital Plan 2013 - 2018						
	Total $ Requested 2013-2018	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Design Engineering	70,000			70,000			
Construction	250,000				250,000		
TOTAL COSTS	**320,000**	**-**	**-**	**70,000**	**250,000**	**-**	**-**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Grants (Dept of Ecology)	290,000			40,000	250,000		
Stormwater Funding	30,000			30,000			
TOTAL SOURCES	**320,000**	**-**	**-**	**70,000**	**250,000**	**-**	**-**

Capital Improvement Plan 2013 - 2018

Project for the	Stormwater Department	# D2
PROJECT TITLE	**Ginder Creek Stormwater Treatment Pond**	

DESCRIPTION

Construct a wetpond and bioswale combined treatment facility to provide maximum phosphorous removal along Roberts Drive on existing City property. The facility will provide treatment and detention for commercial property and road runoff from the Roberts Drive intersection with SR 169 north to the Cedarbrook Mobile Home Park.

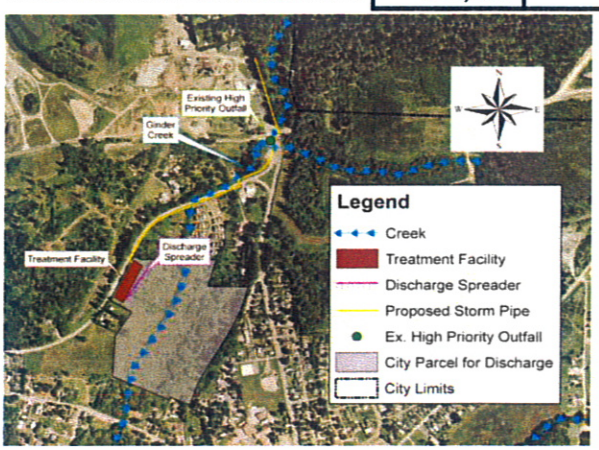
BACKGROUND

Whereas there is a total maximum daily load (TMDL) on Lake Sawyer for phosphorous, the city should look for opportunities to reduce phosphorous inputs from existing untreated stormwater discharges.

COMMENTS

The City should look for grant opportunities and private developer contribution opportunities to upgrade the treatment of the stormwater discharges into Ginder Creek. A joint project with a developer may be possible. The City could offer the land in exchange for the treatment upgrade of the existing discharges. A PWTF loan in 2015 is an option for financing, with 15 years @ .75% interest, if a grant is not available.

Capital Plan 2013 - 2018							
	Total $ Requested 2013-2018	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Design Engineering	80,000		80,000				
Construction	750,000			750,000			
TOTAL COSTS	**830,000**	**-**	**80,000**	**750,000**	**-**	**-**	**-**
	Total $ Requested 2013-2018	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
PWTF Loan	650,000			650,000			
Stormwater Conn Fees/Res	20,000		20,000				
Developer Funded	160,000		60,000	100,000			
TOTAL SOURCES	**830,000**	**-**	**80,000**	**750,000**	**-**	**-**	**-**
NON CAPITAL OPERATING COSTS	**Total $ Requested**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
PW Trust Loan Repayment	145,260	-	-	-	48,420	48,420	48,420
TOTAL NON CAPITAL OPERATING	**145,260**	**-**	**-**	**-**	**48,420**	**48,420**	**48,420**



Example of a Bioswale to Help Filter Storm Water

Stormwater Department

CAPITAL PROJECT FUNDING SUMMARY

Expenditure Summary by Project

	Project Name	Total $ Requested 2013-2018	Capital Plan 2013 - 2018 2013	2014	2015	2016	2017	2018
D1	Lake Sawyer Road Culvert and Guardrail	320,000			70,000	250,000		
D2	Ginder Creek Stormwater Treatment Pond	830,000		80,000	750,000			
	TOTAL EXPENDITURES	**1,150,000**		**80,000**	**820,000**	**250,000**		

Funding Sources

		Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
DOE Grant - Future								
D1	Lake Sawyer Road Culvert and Guardrail	290,000			40,000	250,000		
	Total Ecology Grants	**290,000**			**40,000**	**250,000**		
PWTF Loan								
D2	Ginder Creek Stormwater Treatment Pond	650,000			650,000			
	Total PWTF Loan	**650,000**			**650,000**			
Stormwater Funded (reserves)								
D1	Lake Sawyer Road Culvert and Guardrail	30,000			30,000			
D2	Ginder Creek Stormwater Treatment Pond	20,000		20,000				
	Total Stormwater Fund Funded	**50,000**		**20,000**	**30,000**			
Developer Funded								
D2	Ginder Creek Stormwater Treatment Pond	160,000		60,000	100,000			
	Total Developer Funded	**160,000**		**60,000**	**100,000**			
	TOTAL FUNDING FOR STORMWATER	**1,150,000**	**-**	**80,000**	**820,000**	**250,000**	**-**	**-**

	NON CAPITAL OPERATING COSTS	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
D2	Ginder Creek Strmwtr Pond Repayment	145,260				48,420	48,420	48,420
S5	PW Facilities & Equip Loan Payment (29%)	14,964						14,964
T8	Strmwtr Conn Fees for Roberts Dr. Project	50,000					50,000	
T9	Pacific Street Neighborhood Impr Project	25,000						25,000
	TOTAL NON CAPITAL OPERATING	**235,224**	**-**	**-**	**-**	**48,420**	**98,420**	**88,384**

CIP General Government Summary of Projects
Capital Improvement Plan 2013 - 2018

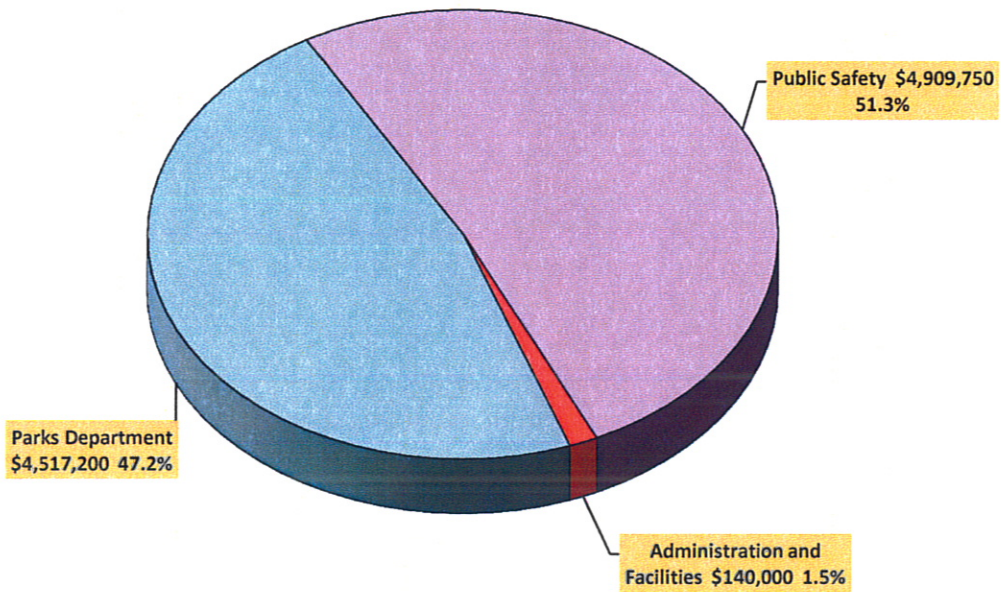
		Total $ Project 2013 - 2018	2013	2014	2015	2016	2017	2018
	POLICE PROJECTS							
L1	Police Technology	103,700	16,300	20,000	15,400	20,000	16,000	16,000
L2	Patrol Car Replacement	291,050	45,000	46,350	47,700	49,200	50,600	52,200
	TOTAL POLICE PROJECTS	**394,750**	**61,300**	**66,350**	**63,100**	**69,200**	**66,600**	**68,200**
	FIRE DEPARTMENT PROJECTS							
F1	Replace Primary Fire Engine 98	365,000	365,000					
F2	Replace Reserve Engine	225,000					225,000	
F3	Replace Aid Car	600,000			600,000			
F4	Replace Brush-Truck Chassis	85,000						85,000
F5	New Fire Station and Equipment	3,240,000	25,000			125,000	140,000	2,950,000
	TOTAL FIRE PROJECTS	**4,515,000**	**390,000**		**600,000**	**125,000**	**365,000**	**3,035,000**
	PARKS PROJECTS							
P1	Lake Sawyer Boat Launch Imp	715,000	115,000		200,000		100,000	300,000
P2	Lake Sawyer Aquatic Weed Study	40,000	40,000					
P3	Ginder Creek Easement	30,000	30,000					
P4	Ginder Creek Property Acquisition	150,000	150,000					
P5	Grant Matching Funds	60,000	10,000	10,000	10,000	10,000	10,000	10,000
P6	Mine Hazard Assessment Study/Map	15,000	15,000					
P7	Cemetery Waterline Replacement	5,200	5,200					
P8	Ginder Creek Trail Restoration	76,000	28,000	28,000	20,000			
P9	Tree Mitigation	6,000	1,000	1,000	1,000	1,000	1,000	1,000
P10	Regional Trail System Development	300,000				100,000	100,000	100,000
P11	Lake Sawyer Regional Park	3,085,000	10,000			75,000	250,000	2,750,000
P12	Union Stump Memorial Park	20,000					20,000	
P13	Parks Signage	15,000						15,000
	TOTAL PARKS PROJECTS	**4,517,200**	**404,200**	**39,000**	**231,000**	**186,000**	**481,000**	**3,176,000**
	ADMINSTRATION AND CITY PROJECTS							
A1	City Technology Capital	120,000	20,000	20,000	20,000	20,000	20,000	20,000
A2	Reroof Police Station	20,000		20,000				
	TOTAL ADMIN AND CITY PROJECTS	**140,000**	**20,000**	**40,000**	**20,000**	**20,000**	**20,000**	**20,000**
	TOTAL GENERAL GOVT CAPITAL PROJECTS	**9,566,950**	**875,500**	**145,350**	**914,100**	**400,200**	**932,600**	**6,299,200**

General Government Department Summary

Capital Improvement Plan 2013 - 2018

	Total $ Project	2013	2014	2015	2016	2017	2018
Parks Department	**4,517,200**	**404,200**	**39,000**	**231,000**	**186,000**	**481,000**	**3,176,000**
Public Safety							
Police Department (incl Tech)	394,750	61,300	66,350	63,100	69,200	66,600	68,200
Fire Department	4,515,000	390,000	-	600,000	125,000	365,000	3,035,000
Subtotal	**4,909,750**	**451,300**	**66,350**	**663,100**	**194,200**	**431,600**	**3,103,200**
Administration and Facilities	**140,000**	**20,000**	**40,000**	**20,000**	**20,000**	**20,000**	**20,000**
TOTAL Projected Expenditures	**$ 9,566,950**	**$ 875,500**	**$ 145,350**	**$ 914,100**	**$ 400,200**	**$ 932,600**	**$ 6,299,200**

General Government CIP by Type of Funding Total: $9,566,950



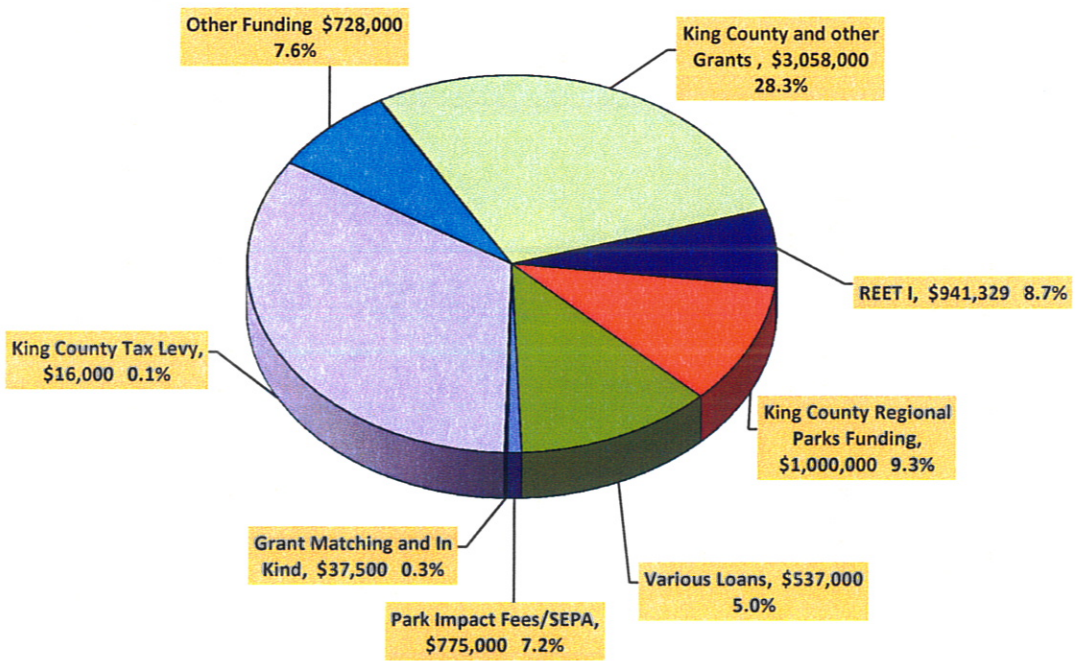
REET I Payments	Total 2013 - 2018	2013	2014	2015	2016	2017	2018
Repay Loan Police Records Sys.	41,600	41,600					
Repay Fire Engine 98 Loan	152,760		30,552	30,552	30,552	30,552	30,552
Repay Replace Engine Loan	170,820				56,940	56,940	56,940
Repay Aid Car Loan	24,972						24,972
Total	**$ 390,152**	**$ 41,600**	**$ 30,552**	**$ 30,552**	**$ 87,492**	**$ 87,492**	**$ 112,464**

CIP General Government Funding Summary

Capital Improvement Plan 2013 - 2018

REQUESTED FUNDING Includes Debt Repayments	Total $ Project	2013	2014	2015	2016	2017	2018
King County and Other Grants	2,742,200	322,200	20,000	220,000	100,000	180,000	1,900,000
REET I - Direct	629,750	91,300	116,350	93,100	99,200	116,600	113,200
King County Regional Parks Funding	1,000,000						1,000,000
Various Loans	1,147,000	240,000		600,000		225,000	82,000
Grant Matching and In Kind	83,000	63,000				20,000	
King County Tax Levy	16,000	8,000	8,000				
Bond Sales	3,215,000				125,000	140,000	2,950,000
Other Funding	728,000	150,000			75,000	250,000	253,000
Mitigation Fees	6,000	1,000	1,000	1,000	1,000	1,000	1,000
REET I Debt Repay	390,152	41,600	30,552	30,552	87,492	87,492	112,464
TOTAL SOURCES	9,957,102	917,100	175,902	944,652	487,692	1,020,092	6,411,664
Less Payments on Debt	(390,152)	(41,600)	(30,552)	(30,552)	(87,492)	(87,492)	(112,464)
TOTAL Projects	$ 9,566,950	$ 875,500	$ 145,350	$ 914,100	$ 400,200	$ 932,600	$ 6,299,200

General Government CIP by Type of Funding Total: $9,957,102



Ongoing Maintenance and Operating Costs

	Total $ Requested	2013	2014	2015	2016	2017	2018
Trails Improvement Project - Salaries	20,000					10,000	10,000
City Wide Tech Maint. & Subscriptions	199,470	33,245	33,245	33,245	33,245	33,245	33,245
TOTAL OPERATING Gen Govt Costs	219,470	33,245	33,245	33,245	33,245	43,245	43,245

REET I ANALYSIS SUMMARY (Fund 310)

Capital Improvement Plan 2013 - 2018

REET I - REVENUE	2012 REET I Budgeted & Funded	2013-2018 Summary Total	Capital Plan 2013 - 2018 2013	2014	2015	2016	2017	2018
Beg Fund Balance 104	325,165	279,700	279,700	193,100	132,598	135,446	118,454	137,662
REET Revenue (annual)								
1/4 of 1% REET - Existing Property	39,700	384,000	40,000	48,000	55,000	63,000	81,000	97,000
1/4 of 1% REET - Other new homes		45,200	6,300	6,400	6,500	6,700	7,300	12,000
1/4 of 1% REET - MPD		518,000		32,000	65,000	100,000	135,000	186,000
Subtotal REET I Revenue	39,700	947,200	46,300	86,400	126,500	169,700	223,300	295,000
Reet II Transfer	93,500							
TOTAL Avail. Balance for Gen Govt Projects	458,365	1,226,900	326,000	279,500	259,098	305,146	341,754	432,662

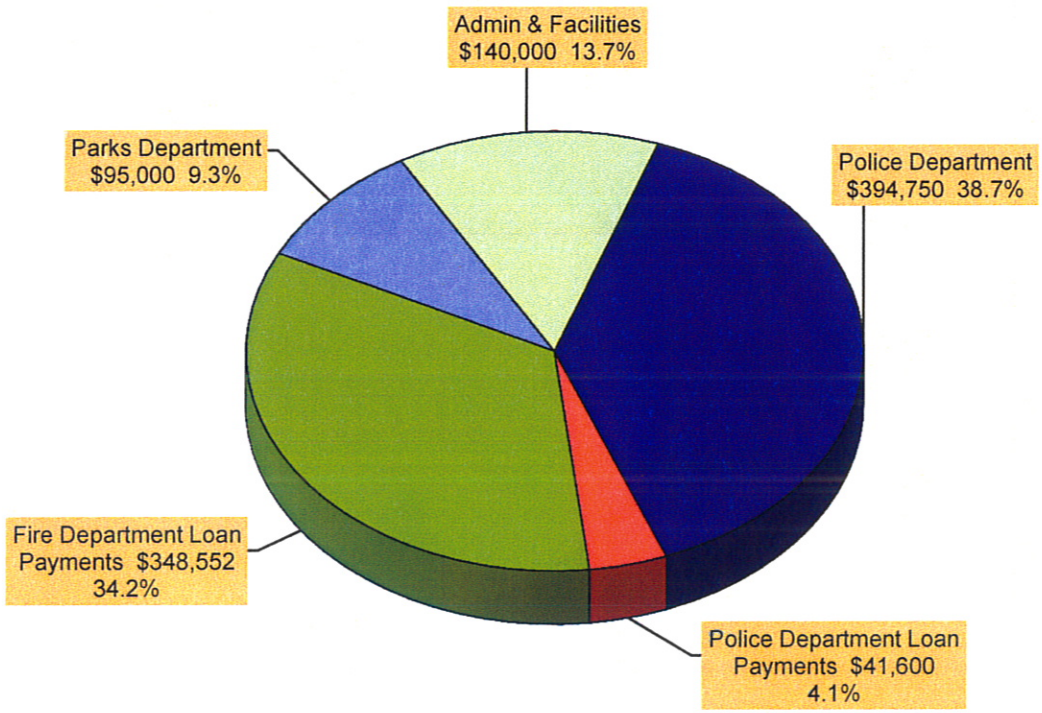
REET I - PROJECT EXPENDITURES	2012 REET I Budgeted & Funded	2013-2018 Summary Total	Capital Plan 2013 - 2018 2013	2014	2015	2016	2017	2018
General Government								
A1 City Technology Upgrades	20,000	120,000	20,000	20,000	20,000	20,000	20,000	20,000
A2 Police Reroof		20,000		20,000				
Future Facility Site-Preliminary Engr/Design	17,500							
Subtotal General Government	37,500	140,000	20,000	40,000	20,000	20,000	20,000	20,000
Parks								
P5 Grant Matching	10,000	60,000	10,000	10,000	10,000	10,000	10,000	10,000
P12 Union Stump Memorial Park		20,000					20,000	
P13 Signage for Parks		15,000						15,000
Subtotal Parks Projects with REET I	10,000	95,000	10,000	10,000	10,000	10,000	30,000	25,000
Public Safety								
L1 Police Technology Upgrades	8,000	103,700	16,300	20,000	15,400	20,000	16,000	16,000
L2 Vehicle Replacement Plan	45,000	291,050	45,000	46,350	47,700	49,200	50,600	52,200
Repay Police Records Loan 2009	*42,000*	*41,600*	*41,600*					
SUBTOTAL POLICE	95,000	436,350	102,900	66,350	63,100	69,200	66,600	68,200
New Fire Station (study)	1,250							
Two New Fire Vehicles	34,915							
F1-4 Fire Loan Payments (Eng Repl/Aid Car/Brush Trk)		*348,552*		*30,552*	*30,552*	*87,492*	*87,492*	*112,464*
SUBTOTAL FIRE	36,165	348,552		30,552	30,552	87,492	87,492	112,464
Subtotal Public Safety Proj. with REET I	131,165	784,902	102,900	96,902	93,652	156,692	154,092	180,664
Total REET I Projects	178,665	1,019,902	91,300	116,350	93,100	99,200	116,600	113,200
Total REET I Debt		*390,152*	*41,600*	*30,552*	*30,552*	*87,492*	*87,492*	*112,464*
TOTAL REET I		1,410,054	132,900	146,902	123,652	186,692	204,092	225,664
REET I left for next year (Ending Balance)	279,700	206,998	193,100	132,598	135,446	118,454	137,662	206,998

REET based on Houses sold	2013	2014	2015	2016	2017	2018
Existing Property Sales (in 000's)	62 @$250	75 @$255	85 @$260	95 @$265	120 @$270	140 @$275
Other new home sales (in 000's)	10 @$250	10 @$255	10 @$260	11 @$265	12 @$270	17 @$275
MPD Phase 1 Resulting Sales -non commercial (in 000's)		50 @$255	100 @$260	150 @$265	200 @$270	270 @$275
Population Base	4,060	4,087	4,249	4,546	4,981	5,553
Growth Increase (2.7 people per new household)	27	162	297	435	572	775
TOTAL POPULATION	4,087	4,249	4,546	4,981	5,553	6,328

General Government REET I Summary

Capital Improvement Plan 2013 - 2018

Requested Funding	Total $ Requested	2013	2014	2015	2016	2017	2018
Police Department	394,750	61,300	66,350	63,100	69,200	66,600	68,200
Police Department Loan Payments	*41,600*	*41,600*					
Fire Department Loan Payments	*348,552*		*30,552*	*30,552*	*87,492*	*87,492*	*112,464*
Parks Department	95,000	10,000	10,000	10,000	10,000	30,000	25,000
Admin & Facilities	140,000	20,000	40,000	20,000	20,000	20,000	20,000
Total REET I Projects	**1,019,902**	**132,900**	**146,902**	**123,652**	**186,692**	**204,092**	**225,664**



Police Department

CAPITAL PROJECT SUMMARY

Project Title	Capital Plan 2013 - 2018						
	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
L1 Police Technology Capital	103,700	16,300	20,000	15,400	20,000	16,000	16,000
L2 Vehicle Replacement Plan	291,050	45,000	46,350	47,700	49,200	50,600	52,200
POLICE DEPARTMENT TOTAL PROJECTS	**394,750**	**61,300**	**66,350**	**63,100**	**69,200**	**66,600**	**68,200**

Capital Improvement Plan 2013 - 2018

Project for	Police Department	#	L1

PROJECT TITLE	Police Technology
DESCRIPTION	Variety of technology for Police including PC purchases, network upgrades for hard and software, and replacement of printers and copiers.
COMMENTS	Laptops for all officers. General technology needs in years after.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Laptops - Replacements	49,200	8,200	8,200	8,200	8,200	8,200	8,200
Routers, servers and Operating System Upgrades & record sys	54,500	8,100	11,800	7,200	11,800	7,800	7,800
TOTAL COSTS	**103,700**	**16,300**	**20,000**	**15,400**	**20,000**	**16,000**	**16,000**
REQUESTED FUNDING	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
REET I	103,700	16,300	20,000	15,400	20,000	16,000	16,000
TOTAL SOURCES	**103,700**	**16,300**	**20,000**	**15,400**	**20,000**	**16,000**	**16,000**

NON CAPITAL OPERATING COSTS	Total $ Requested	2013	2014	2015	2016	2017	2018
Debt Repayment REET I Record Sys	41,600	41,600					
TOTAL OPERATING	**41,600**	**41,600**					

Servers, Routers and Laptops

Technology Police

	2013	2014	2015	2016	2017	2018
Users Total	12	12	12	12	12	12
Users Police Officers	10	10	10	10	10	10
Purchase	-	-	-	-	-	
Replacement	900	900	900	900	900	900
Rugged Laptops	-	-	-	-	-	
Replacement	8,200	8,200	8,200	8,200	8,200	8,200
PC Software						
Software Purchase	450	450	450	450	450	450
MS Office			3,000			
Software Upgrades	250	250	250	250	250	250
Anti-virus/SPAM	900	900	900	900	900	900
Network						
Server purchases	5,000			5,000		
Server Upgrades		5,000			5,000	
NW/Security Devices		2,000		2,000		2,000
Network Software						
Operating Systems		1,500		1,500		1,500
Backup/WWW	500	500	500	500	500	500
Other purchases						
Video/Audio	200	200	200	200	200	200
Disaster Recovery			1,000			1,000
CAPITAL NEEDS	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Total	16,400	19,900	15,400	19,900	16,400	15,900
Rounding	**16,300**	**20,000**	**15,400**	**20,000**	**16,000**	**16,000**
Ongoing Operating Budget for Subscriptions and Software Maintenance						
For Information only						
PD Records Mgmt	12,000	12,000	12,000	12,000	12,000	12,000
PD Laptop Maint	3,245	3,245	3,245	3,245	3,245	3,245
Rounded Total	**15,245**	**15,245**	**15,245**	**15,245**	**15,245**	**15,245**

Capital Improvement Plan 2013 - 2018

Project for the	Police Department	#	L2

PROJECT TITLE	Patrol Car Replacement Plan

DESCRIPTION

The City has created and maintained a vehicle replacement plan with planned expenditures for patrol cars in an effort to replace aging patrol cars before becoming too expensive to maintain and to assure officer safety.

BACKGROUND

This rotation Plan will allow the force to spend more time on the street and less time delivering them for repairs and maintenance. This plan will allow for replacement roughly every 110,000 miles.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Capital Outlay	291,050	45,000	46,350	47,700	49,200	50,600	52,200
TOTAL COSTS	**291,050**	**45,000**	**46,350**	**47,700**	**49,200**	**50,600**	**52,200**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
REET I	291,050	45,000	46,350	47,700	49,200	50,600	52,200
TOTAL SOURCES	**291,050**	**45,000**	**46,350**	**47,700**	**49,200**	**50,600**	**52,200**

Replacement Schedule		2013	2014	2015	2016	2017	2018
Car 20	**2006 Blk/White**	45,000					
Car 22	**2007 Black**		46,350				
Car 23	**2007 Black**			47,700			
Car 11	**2006 Blk/White**				49,200		
Car 27	**2009 Blk/White**					50,600	
Car 24	**2008 Black/White**						52,200

Police Vehicles and Replacement Schedule

Police Vehicles #	License	YEAR	2012 Ins Value includes Equipment	Mileage Avg Projected	Replacement Year 2012	2013	2014	2015	2016	2017	2018	2019	2020
		2012 K-9 Tahoe	44,000	14,000	9,000	23,000	37,000	51,000	65,000	79,000	93,000	107,000	121,000
11	42031D	2006 Blk/White	9,525	14,000	65,100	79,100	93,100	107,100	121,100	14,000	28,000	42,000	56,000
20	42030D	2006 Blk/White	21,800	14,000	79,800	93,800	14,000	28,000	42,000	56,000	70,000	84,000	98,000
22	43927D	2007 Black	23,500	18,000	72,300	90,300	108,300	18,000	36,000	54,000	72,000	90,000	108,000
24	46801D	2008 Black/White	24,530	8,000	34,500	42,500	50,500	58,500	66,500	74,500	82,500	90,500	98,500
23	45553D	2007 Black	24,775	18,000	69,913	87,913	105,913	123,913	18,000	36,000	54,000	72,000	90,000
26	46699D	2008 Black	21,035	8,000	34,800	42,800	50,800	58,800	66,800	74,800	82,800	90,800	98,800
27	47720D	2009 Blk/White	25,460	14,000	45,300	59,300	73,300	87,300	101,300	115,300	14,004	28,004	42,004
28	49285D	2009 Blk/White	25,460	14,000	39,200	53,200	67,200	81,200	95,200	109,200	123,200	14,005	28,005
29	54171D	2011 B/W	43,000	14,000	14,500	28,500	42,500	56,500	70,500	84,500	98,500	112,500	14,000
21	42033D	2006 Blk/White	16,800	5,000	58,705	63,705	68,705	73,705	78,705	83,705	88,705	93,705	98,705
			$ 235,885										

Cip Timeframe

Police Department
CAPITAL PROJECT SUMMARY

Expenditure Summary

Project Title	Total $ Requested 2013-2018	Capital Plan 2013 - 2018					
		2013	2014	2015	2016	2017	2018
L1 Police Technology Capital	103,700	16,300	20,000	15,400	20,000	16,000	16,000
L2 Vehicle Replacement Plan	291,050	45,000	46,350	47,700	49,200	50,600	52,200
TOTAL EXPENDITURES	**394,750**	**61,300**	**66,350**	**63,100**	**69,200**	**66,600**	**68,200**
Loan Payments							
L4 Repay Police Records 2009 Loan (5 yr)	41,600	41,600					
Total Loan Payment	**41,600**	**41,600**					

Funding Sources

REQUESTED FUNDING	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
REET I							
L1 Police Technology Capital	103,700	16,300	20,000	15,400	20,000	16,000	16,000
L2 Vehicle Replacement Plan	291,050	45,000	46,350	47,700	49,200	50,600	52,200
L4 Repay Pol. Records 2009 Loan (5 yr)	41,600	41,600					
Subtotal REET I	**436,350**	**102,900**	**66,350**	**63,100**	**69,200**	**66,600**	**68,200**
POLICE DEPARTMENT SUBTOTAL	**436,350**	**102,900**	**66,350**	**63,100**	**69,200**	**66,600**	**68,200**
Less Loan Payments	(41,600)	(41,600)					
TOTAL FUNDING FOR POLICE PROJECTS	**394,750**	**61,300**	**66,350**	**63,100**	**69,200**	**66,600**	**68,200**

Fire Department

CAPITAL PROJECT SUMMARY

Project Title	Capital Plan 2013 - 2018						
	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
F1 Replace Primary Fire Engine 98	365,000	365,000					
F2 Replace Reserve Engine	600,000			600,000			
F3 Replace Aid Car	225,000					225,000	
F4 Replace Brush Truck Chassis	85,000						85,000
F5 New Fire Station and Equipment (Growth)	3,240,000	25,000			125,000	140,000	2,950,000
FIRE DEPARTMENT TOTAL PROJECTS	**4,515,000**	**390,000**		**600,000**	**125,000**	**365,000**	**3,035,000**

Capital Improvement Plan 2013 - 2018

Project for the	Fire Department	#	F1

PROJECT TITLE	Replace Primary Fire Engine (2000)

DESCRIPTION

This project replaces the newest engine in the fleet with a suitable, demo pumper having better long-term maintenance prospects.

BACKGROUND

The present vehicle experienced a major mechanical malfunction during 2010 annual service testing. Repairs cost over $21,000 and required more than four months to complete. Only one service center bid on the overhaul because of difficulties obtaining replacement parts.

COMMENTS

The Fire Maintenance Supervisor recommends replacing the current pumper now with a 3 to 4 year old used one, to offset the higher cost of replacement. A State sponsored loan is one means of funding this project. Cost projections below are based on 5% interest rate over a 10 year term.

Capital Plan 2013 - 2018							
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Capital Outlay	365,000	365,000					
TOTAL COSTS	**365,000**	**365,000**	-	-	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Loan Plan	240,000	240,000					
Surplus Equipment Sale	125,000	125,000					
TOTAL SOURCES	**365,000**	**365,000**	-	-	-	-	-
NON CAPITAL OPERATING COSTS	**Total $ Requested**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
REET I Debt Repay (5yr @5%)	152,760		30,552	30,552	30,552	30,552	30,552
TOTAL OPERATING	**152,760**	-	**30,552**	**30,552**	**30,552**	**30,552**	**30,552**

Engine 98 to be sold and replaced

Capital Improvement Plan 2013 - 2018

Project for the	Fire Department	#	F2

PROJECT TITLE	Replace Reserve Engine

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

BACKGROUND Engine 981 is a Pierce brand engine custom built for Kent Fire in 1986. The City later purchased this engine used. It has more than 155,000 miles on the odometer and 12,000 hours in use.

COMMENTS Replacing Engine 981 moves the newest engine to a reserve status and prolongs its service life. A fifteen year loan at 5% interest adds about $254,000 in financing costs.

Capital Plan 2013 - 2018							
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Capital Outlay	600,000			600,000			
TOTAL COSTS	**600,000**	-	-	**600,000**	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Loan Purchase Plan	600,000			600,000			
TOTAL SOURCES	**600,000**	-	-	**600,000**	-	-	-

NON CAPITAL OPERATING COSTS	**Total $ Requested**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
REET I Debt Repay (15yr @5%)	170,820				56,940	56,940	56,940
TOTAL OPERATING	**170,820**	-	-	-	**56,940**	**56,940**	**56,940**

Engine #981

Capital Improvement Plan 2013 - 2018

Project for the	Fire Department	#	F3

PROJECT TITLE	Replace Aid Car

DESCRIPTION Replace Aid 98 to provide reliable patient transport capability.

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

COMMENTS At the estimated cost of $225,000, a twelve year loan assuming a 5% interest rate would be $24,972 per year.

Capital Plan 2013 - 2018							
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Capital Outlay	225,000				-	225,000	
TOTAL COSTS	**225,000**	**-**	**-**	**-**	**-**	**225,000**	**-**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Loan Purchase Plan	225,000				-	225,000	-
TOTAL SOURCES	**225,000**	**-**	**-**	**-**	**-**	**225,000**	**-**

NON CAPITAL OPERATING COSTS	**Total $ Requested**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
REET I Debt Repay (12yr @5%)	24,972						24,972
TOTAL OPERATING	**24,972**						**24,972**

Aid Car 98

Capital Improvement Plan 2013 - 2018

Project for the	Fire Department	#	F4

PROJECT TITLE	Replace Brush-Truck Chassis

DESCRIPTION

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

BACKGROUND

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

COMMENTS

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

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Capital Outlay	85,000						85,000
TOTAL COSTS	**85,000**	-	-	-	-	-	**85,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Loan Purchase Plan	82,000						82,000
Surplus Sale of Equip.	3,000						3,000
TOTAL SOURCES	**85,000**	-	-	-	-	-	**85,000**

Example of a Brush Truck with Chassis

Capital Improvement Plan 2013 - 2018

Project for the	Fire Department	#	F5

PROJECT TITLE	New Fire Station and Equipment - Growth Related

DESCRIPTION

Provide a satellite fire station sited and equipped to enhance fire and emergency medical service delivery in the community. This initiative begins with a site location study, proceeds to construct the station, and ends with a complement of essential equipment in service at the new facility.

BACKGROUND

Service needs within the community will change with growth. This project seeks to determine the optimal location, build approximately 8,000 square feet of fire station at $405 per square foot within the next six year at a cost of approximately $3,240,000. Additional growth related equipment of a Fire Pumper, Aid Car, Brush Truck, & Support Vehicle will be needed in later years after more growth has occured.

COMMENTS

Financing for this project may be a 20 year bond issue at 5% interest. Payments of the debt will be 83.73% developer responsibility of approximately $213,190 (from fire impact fees), and the City portion at 16.27% of the total, with payments of $41,426. This is per the Fire District Impact Fee Study, (IFS p.17). The City share of payments will need to come from REET, Sales Tax from new construction or other sources.

Capital Plan 2013 - 2018

CAPITAL PROJECT COSTS	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Preliminary Engineering	75,000	-			75,000		
Construction Engineering	70,000		-		-	70,000	
Design Engineering	145,000	25,000			50,000	70,000	
Construction Costs (bldg)	2,950,000						2,950,000
TOTAL COSTS	**3,240,000**	**25,000**	**-**	**-**	**125,000**	**140,000**	**2,950,000**

REQUESTED FUNDING	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Bond Sales	3,215,000				125,000	140,000	2,950,000
Other Financing	25,000	25,000					
TOTAL SOURCES	**3,240,000**	**25,000**	**-**	**-**	**125,000**	**140,000**	**2,950,000**

New Fire Station 96

Fire Department
CAPITAL PROJECT SUMMARY

Expenditure Summary by Project	Capital Plan 2013 - 2018						
Project Title	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
F1 Replace Primary Fire Engine 98	365,000	365,000					
F2 Replace Reserve Engine	600,000			600,000			
F3 Replace Aid Car	225,000					225,000	
F4 Replace Brush Truck Chassis	85,000						85,000
F5 New Fire Station and Equipment (Growth)	3,240,000	25,000			125,000	140,000	2,950,000
TOTAL EXPENDITURES	**4,515,000**	**390,000**		**600,000**	**125,000**	**365,000**	**3,035,000**
Funding Sources							
Loans to Finance Projects							
F1 Engine 98 Replace (10 yr)	240,000	240,000					
F2 Replace Reserve Engine (15 yr)	600,000			600,000			
F3 Replace Aid Car (12 yr)	225,000					225,000	
F4 Replace Brush Truck Chassis (5 yr)	82,000						82,000
Total Loans	**1,147,000**	**240,000**		**600,000**		**225,000**	**82,000**
REET I							
F1 Engine 98 Replace (Loan Payment 10 yr)	152,760		30,552	30,552	30,552	30,552	30,552
F2 Replace Reserve Engine (Loan Payment 15 yr)	170,820				56,940	56,940	56,940
F3 Replace Aid Car (Loan Payment 12 yr)	24,972						24,972
Total REET I Funding	**348,552**		**30,552**	**30,552**	**87,492**	**87,492**	**112,464**
Bond Sales							
F5 New Fire Station and Equipment	3,215,000				125,000	140,000	2,950,000
Total Bond Sales	**3,215,000**				**125,000**	**140,000**	**2,950,000**
Other Financing							
F1 Replace Engine 98 (Surplus Funding)	125,000	125,000					
F4 Brush Truck Chassis (Surplus Funding)	3,000						3,000
F5 New Fire Station & Eq. (Surplus Funding)	25,000	25,000					
Total Other Financing	**153,000**	**150,000**					**3,000**
FIRE DEPT SUBTOTAL	**4,863,552**	**390,000**	**30,552**	**630,552**	**212,492**	**452,492**	**3,147,464**
Less Loan Payment Amounts	(348,552)		(30,552)	(30,552)	(87,492)	(87,492)	(112,464)
TOTAL FIRE PROJECTS	**4,515,000**	**390,000**		**600,000**	**125,000**	**365,000**	**3,035,000**

Parks Department
CAPITAL PROJECT SUMMARY

Expenditure Summary by Project								
		Capital Plan 2013 - 2018						
	Project Name	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
P1	Lake Sawyer Boat Launch Improvements	715,000	115,000		200,000		100,000	300,000
P2	Lake Sawyer Aquatic Weed Study	40,000	40,000					
P3	Ginder Creek Easement	30,000	30,000					
P4	Ginder Creek Property Acquisition	150,000	150,000					
P5	Grant Matching Funds	60,000	10,000	10,000	10,000	10,000	10,000	10,000
P6	Mine Hazard Assessment Study/Map	15,000	15,000					
P7	Cemetery Waterline Replacement	5,200	5,200					
P8	Ginder Creek Trail Restoration	76,000	28,000	28,000	20,000			
P9	Tree Mitigation	6,000	1,000	1,000	1,000	1,000	1,000	1,000
P10	Regional Trail System Development	300,000				100,000	100,000	100,000
P11	Lake Sawyer Regional Park	3,085,000	10,000			75,000	250,000	2,750,000
P12	Union Stump Memorial Park	20,000					20,000	
P13	Parks Signage	15,000						15,000
	PARKS DEPARTMENT TOTAL PROJECTS	**4,517,200**	**404,200**	**39,000**	**231,000**	**186,000**	**481,000**	**3,176,000**

Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	#	P1

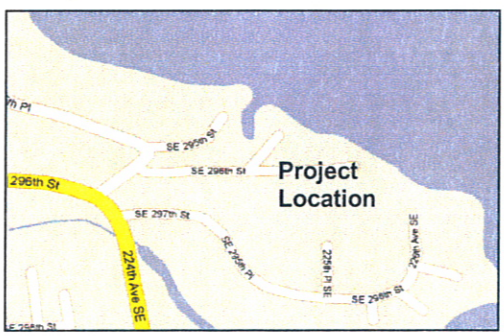
PROJECT TITLE	Lake Sawyer Boat Launch Park Improvements

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

BACKGROUND

A low-impact parking addition was completed in 2009 with the use of grants awarded by King County and the King Conservation District. A small portion of City funds were utilized in order to complete the project. The ramp was repaired in the Summer of 2011 by the Public Works Department utilizing grant matching funds. Based on the conceptual site plan produced in 2009 by Anchor Environmental Services, items remaining to be completed include the addition of a pier, playground equipment, restrooms, slope stability issues and improvements to the trailer parking area.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Construction Costs	500,000			200,000			300,000
Design/Permitting Costs	215,000	115,000				100,000	
TOTAL COSTS	**715,000**	**115,000**	**-**	**200,000**	**-**	**100,000**	**300,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
King County Grant	280,000			200,000		80,000	
Grant Matching	50,000	30,000				20,000	
RCO Grant	385,000	85,000					300,000
TOTAL SOURCES	**715,000**	**115,000**	**-**	**200,000**	**-**	**100,000**	**300,000**



Lake Sawyer Boat Launch

Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	# P2
PROJECT TITLE	**Lake Sawyer Aquatic Weed Management Plan**	

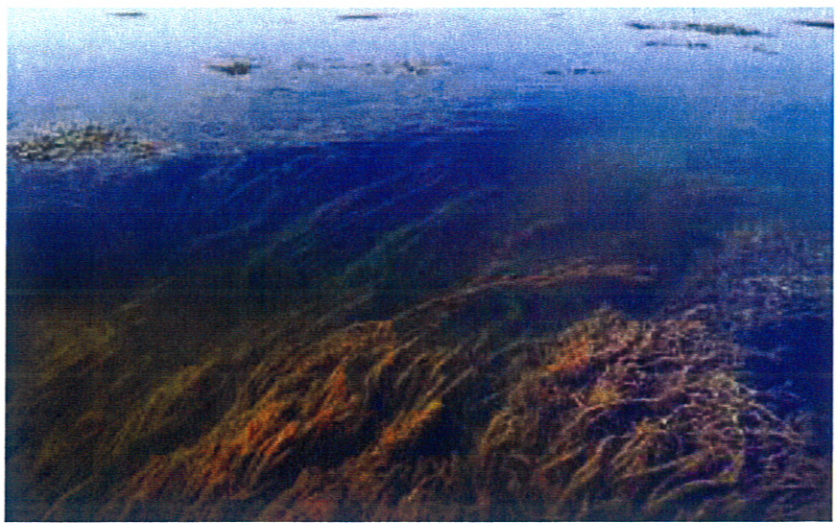
DESCRIPTION

Develop an Aquatic Weed Management Plan for approval from the Department of Ecology.

BACKGROUND

The City and King County joined forces in putting together a project application for the development of an Aquatic Weed Management Plan utilizing City and County resources. The application was approved and the City was awarded $25,000 towards developing the plan.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Permitting	40,000	40,000					
TOTAL COSTS	**40,000**	**40,000**	-	-	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
DOE Grant	25,000	25,000					
Other - Grant Matching	7,000	7,000					
In-Kind Contribution	8,000	8,000					
TOTAL SOURCES	**40,000**	**40,000**	-	-	-		-



Invasive Milfoil

Capital Improvement Plan 2013 - 2018

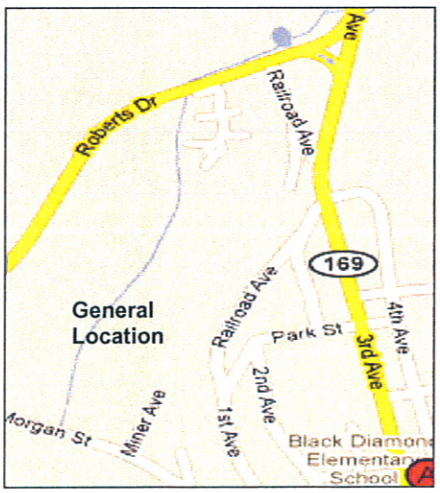
Project for the	Parks Department	#	P3

PROJECT TITLE	Ginder Creek Easement

DESCRIPTION

Acquisition of trail easement to the Ginder Creek property, and a possible alternative access point.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Land/Right of Way	30,000	30,000					
TOTAL COSTS	**30,000**	**30,000**	-	-	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Conservation Futures Grant	15,000	15,000					
Other Grants or Sources	15,000	15,000					
TOTAL SOURCES	**30,000**	**30,000**	-	-	-	-	-



Ginder Creek

Capital Improvement Plan 2013 - 2018

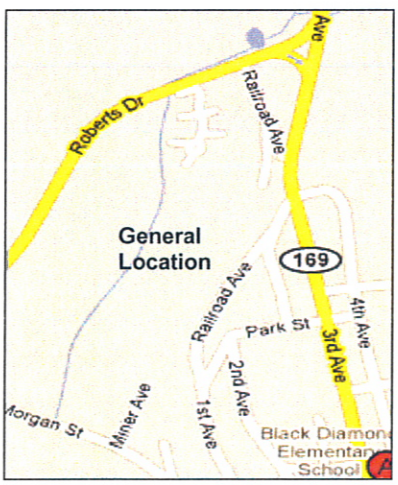
Project for the	Parks Department	#	P4

PROJECT TITLE	Ginder Creek Property Acquisition

DESCRIPTION

Acquisition of Ginder Creek trail property. Conservation Futures or other grant money will be pursued for this purchase.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Land/Right of Way	150,000	150,000					
TOTAL COSTS	**150,000**	**150,000**	-	-	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Conservation Futures Grant	150,000	150,000					
TOTAL SOURCES	**150,000**	**150,000**	-	-	-	-	-



Ginder Creek

Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	#	P5
PROJECT TITLE	**Grant Matching Funds**		

DESCRIPTION

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

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Transfer Reserves	60,000	10,000	10,000	10,000	10,000	10,000	10,000
TOTAL COSTS	**60,000**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**

REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
REET I	60,000	10,000	10,000	10,000	10,000	10,000	10,000
TOTAL SOURCES	**60,000**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**

What is a matching grant?

A matching grant is a contingent grant awarded only if the receiving entity is able to put up (or independently raise) a sum equal to the amount provided by the granting entity.

Capital Improvement Plan 2013 - 2018

Project for the **Parks Department** **# P6**

PROJECT TITLE **Mine Hazard Assessment Study/Map**

DESCRIPTION

Mine hazard study and the production of a map identifying Declassified, Low, Moderate and High mine hazard areas within the City of Black Diamond.

BACKGROUND

Budget limitations restricted a detailed professional analysis of past mining activities including depths and locations in determining areas within the City that would identified as a Declassified, Low, Moderate or Severe mine hazard areas throughout the City. Current maps give a general location, as budget allowed in the development of the Sensitive Areas Ordinance, within the City, where these mine hazards may exist, but offer little in detail. The code requires that an analysis be done by a qualified professional for development within these potential mine hazard areas, which encompasses a good portion of the City limits of Black Diamond. A subsequent study and generation of a mine hazard map would aide staff in making determinations where further analysis may or may not be required in accordance with code and help save money for citizens that would like to do additions, replace existing structures, etc. for minimal cost to the City as researched by staff. Staff will continue to look for grants in order for this study to occur.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Study	15,000	15,000					
TOTAL COSTS	**15,000**	**15,000**	-	-	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
4 Culture or DOC Grant	15,000	15,000					
TOTAL SOURCES	**15,000**	**15,000**	-	-	-	-	-

Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	# P7
PROJECT TITLE	**Cemetery Waterline Replacement Project**	

DESCRIPTION

Replace approximately 600 lineal feet of steel water service line into the cemetery and replace with anti-freeze spigots.

BACKGROUND

The existing line is made out of steel and continually springs leaks that maintenance staff have to repair and costs the City money. A new 1" poly line will be installed by city staff to ensure no more leaks in the future.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Construction Costs	5,200	5,200					
TOTAL COSTS	**5,200**	**5,200**	-	-	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Other - 4-Culture Grant	2,200	2,200					
Other - In kind	3,000	3,000					
TOTAL SOURCES	**5,200**	**5,200**	-	-	-	-	-

Black Diamond Cemetery

Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	#	P8

PROJECT TITLE	Ginder Creek Trail Restoration

DESCRIPTION

Restoration of the riparian buffer along the City's Ginder Creek property and a trail system development on the property.

BACKGROUND

A major focus in Black Diamond has been creating a town that is walkable and pedestrian friendly with natural amenities that appeal to everyone. This project will focus on developing this along the City's property on it's Ginder Creek property.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Trail Improvements	16,000	8,000	8,000				
Construction Costs	60,000	20,000	20,000	20,000			
TOTAL COSTS	**76,000**	**28,000**	**28,000**	**20,000**	-	-	-
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Other/Unknown	60,000	20,000	20,000	20,000			
King County Tax Levy	16,000	8,000	8,000				
TOTAL SOURCES	**76,000**	**28,000**	**28,000**	**20,000**	-	-	-

Ginder Creek

Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	#	P9

PROJECT TITLE	Tree Mitigation Fund

DESCRIPTION Tree mitigation fund for planting trees where needed within the City.

BACKGROUND A tree mitigation fund was developed with the passage of Black Diamond's tree ordinance in 2008. These funds have been set aside to help with the City with planting projects and Earth Day events throughout the City.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Capital Outlay	6,000	1,000	1,000	1,000	1,000	1,000	1,000
TOTAL COSTS	**6,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Tree Mitigation Funds	6,000	1,000	1,000	1,000	1,000	1,000	1,000
TOTAL SOURCES	**6,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**

The City planted a young Sequoia tree at the corner of HWY 169 & Roberts Drive in late 2010

Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	# P10
PROJECT TITLE	**Trail System Development**	

DESCRIPTION

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

BACKGROUND

A major focus in Black Diamond has been creating a town that is walkable and pedestrian friendly. This program will help further this focus. In 2011, a comprehensive trail plan was completed and adopted that allows the City more flexibility in applying for grant resources.

Capital Plan 2013 - 2018							
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Construction Costs	300,000				100,000	100,000	100,000
TOTAL COSTS	**300,000**	**-**	**-**	**-**	**100,000**	**100,000**	**100,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
King County Grant	300,000				100,000	100,000	100,000
TOTAL SOURCES	**300,000**	**-**	**-**	**-**	**100,000**	**100,000**	**100,000**

NON CAPITAL OPERATING COSTS	**Total $ Requested**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Trail System Maintenance	20,000					10,000	10,000
TOTAL OPERATING	**20,000**	**-**	**-**	**-**	**-**	**10,000**	**10,000**

A well maintained King County trail

Capital Improvement Plan 2013 - 2018

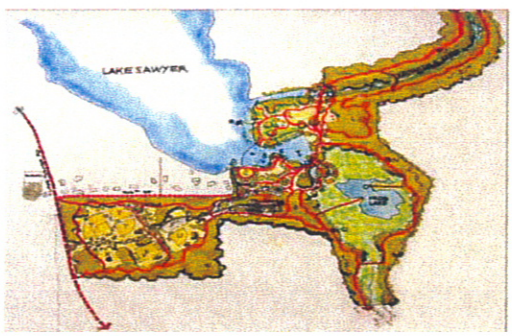
Project for the	Parks Department	# P11
PROJECT TITLE	**Lake Sawyer Regional Park**	

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

BACKGROUND This is raw land that has an adopted conceptual plan by the Black Diamond City Council (2008).

COMMENTS The concept plan suggests to establish a logical, progressive phased construction plan that develops the park from Lake Sawyer Park in. Grants, REET and other funding sources shall be pursued. The City hopes to partner with the County and other local municipalities on regional park development. 2018 is scheduled for $2,750,000 (Grant and King County monies) to finish phase I of the project. The $10,000 grant in 2013 is for a bulkhead.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Preliminary Engineering	85,000	10,000			75,000		
Construction Engineering	250,000						250,000
Design Engineering	250,000					250,000	
Construction Costs	2,500,000						2,500,000
TOTAL COSTS	**3,085,000**	**10,000**	**-**	**-**	**75,000**	**250,000**	**2,750,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
RCO Grant	1,500,000						1,500,000
Environmental Grant	10,000	10,000					
Other/Unknown	575,000				75,000	250,000	250,000
King County Regional Parks	1,000,000						1,000,000
TOTAL SOURCES	**3,085,000**	**10,000**			**75,000**	**250,000**	**2,750,000**



Lake Sawyer Park

Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	# P12
PROJECT TITLE	**Union Stump Memorial Park**	

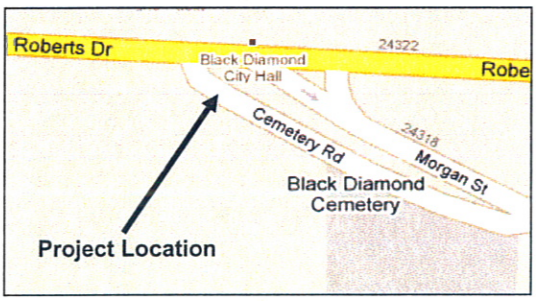
DESCRIPTION

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

BACKGROUND

Park was established at the turn of the century. The fence was repaired in 2009, leaving formal parking to be established. This project includes design of the parking area in 2016.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Construction Costs	20,000					20,000	
TOTAL COSTS	**20,000**	**-**	**-**	**-**	**-**	**20,000**	**-**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
REET I	20,000					20,000	
TOTAL SOURCES	**20,000**	**-**	**-**	**-**	**-**	**20,000**	**-**



Union Stump Memorial Park

Capital Improvement Plan 2013 - 2018

Project for the	Parks Department	# P13
PROJECT TITLE	Parks Signage	

DESCRIPTION Park facility signs will be placed throughout the City of Black Diamond.

BACKGROUND The City updated its Parks comprehensive plan and rules within the past few years. Signage has been identified as crucial to informing the public with regard to these facilities. This money will be utilized to update signage within these facilities.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Capital Outlay	15,000						15,000
TOTAL COSTS	**15,000**	**-**	**-**	**-**	**-**	**-**	**15,000**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
REET I	15,000	-	-	-	-		15,000
TOTAL SOURCES	**15,000**	**-**	**-**	**-**	**-**		**15,000**

Park Signage Examples

Parks Department
CAPITAL PROJECT SUMMARY

Expenditure Summary by Project

	Project Name	Total $ Requested 2013-2018	Capital Plan 2013 - 2018					
			2013	2014	2015	2016	2017	2018
P1	Lake Sawyer Boat Launch Improvements	715,000	115,000		200,000		100,000	300,000
P2	Lake Sawyer Aquatic Weed Study	40,000	40,000					
P3	Ginder Creek Easement	30,000	30,000					
P4	Ginder Creek Property Acquisition	150,000	150,000					
P5	Grant Matching Funds	60,000	10,000	10,000	10,000	10,000	10,000	10,000
P6	Mine Hazard Assessment Study/Map	15,000	15,000					
P7	Cemetery Waterline Replacement	5,200	5,200					
P8	Ginder Creek Trail Restoration	76,000	28,000	28,000	20,000			
P9	Tree Mitigation	6,000	1,000	1,000	1,000	1,000	1,000	1,000
P10	Regional Trail System Development	300,000				100,000	100,000	100,000
P11	Lake Sawyer Regional Park	3,085,000	10,000			75,000	250,000	2,750,000
P12	Union Stump Memorial Park	20,000					20,000	
P13	Parks Signage	15,000						15,000
TOTAL PLANNED EXPENDITURES		**4,517,200**	**404,200**	**39,000**	**231,000**	**186,000**	**481,000**	**3,176,000**

Funding Sources

		Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
Recreation & Conservation Grant (RCO)								
P1	Lake Sawyer Boat Launch Improv.	385,000	85,000					300,000
P4	Ginder Creek Property Acquisition	150,000	150,000					
P11	Lake Sawyer Regional Park	1,500,000						1,500,000
DOE Grant								
P2	Lake Sawyer Aquatic Program (IAVMP)	25,000	25,000					
P11	Lake Sawyer Regional Park	10,000	10,000					
King County Grant								
P1	Lake Sawyer Boat Launch Improvements	280,000			200,000		80,000	
P10	Regional Trail System Development	300,000				100,000	100,000	100,000
Other/Unknown								
P8	Ginder Creek Trail Restoration	60,000	20,000	20,000	20,000			
P3	Ginder Creek Easement	15,000	15,000					

Parks Projects Funding Sources, cont.

	Capital Plan 2013 - 2018						
	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
4 - Culture Grant (or DOC)							
P6 Mine Hazard Assessment Study/Map	15,000	15,000					
P7 Cemetery Waterline Project	2,200	2,200					
Total Grant Funding	**2,742,200**	**322,200**	**20,000**	**220,000**	**100,000**	**180,000**	**1,900,000**
King County Regional Parks Funding							
P11 Lake Sawyer Regional Park	1,000,000						1,000,000
Total County Regional Parks Funding	**1,000,000**						**1,000,000**
County Tax Levy for Regional Parks							
P8 Ginder Creek Trail Restoration	16,000	8,000	8,000				
Total County Tax Levy for Parks	**16,000**	**8,000**	**8,000**				
Grant Matching							
P1 Lake Sawyer Boat Launch Improvements	50,000	30,000				20,000	
P2 Lake Sawyer Aquatic Program (IAVMP)	7,000	7,000					
Total Grant Matching	**57,000**	**37,000**				**20,000**	
REET I Funding							
P5 Grant Matching Fund	60,000	10,000	10,000	10,000	10,000	10,000	10,000
P12 Union Stump Memorial Park	20,000					20,000	
P13 Signage for Parks	15,000						15,000
Total REET I Funding	**95,000**	**10,000**	**10,000**	**10,000**	**10,000**	**30,000**	**25,000**
Other Unknown Funding							
P11 Lake Sawyer Regional Park	575,000				75,000	250,000	250,000
Total Impact Fee Funding	**575,000**				**75,000**	**250,000**	**250,000**
Other Funding - Tree Mitigation Monies							
P9 Tree Mitigation	6,000	1,000	1,000	1,000	1,000	1,000	1,000
Total Tree Mitigation Funding	**6,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**
Other Funding (in-kind, etc.)							
P2 Lake Sawyer Aquatic Program	8,000	8,000					
P3 Ginder Creek Easement	15,000	15,000					
P7 Cemetery Waterline Project	3,000	3,000					
Other Funding (in-kind, etc.)	**26,000**	**26,000**					
TOTAL PARKS PROJECT FUNDING	**4,517,200**	**404,200**	**39,000**	**231,000**	**186,000**	**481,000**	**3,176,000**

Ongoing Maintenance and Operating Costs

	Total $ Requested 2013-2018	2013	2014	2015	2016	2017	2018
P10 Trail Maintenance (wages & benefits)	20,000					10,000	10,000
TOTAL MAINTENANCE & OPERATING	**20,000**					**10,000**	**10,000**

City Administration and Facilities
CAPITAL PROJECT SUMMARY

	Capital Plan 2013 - 2018						
	Total $ Requested 2013 - 2018	2013	2014	2015	2016	2017	2018
A1 City Technology Upgrades	120,000	20,000	20,000	20,000	20,000	20,000	20,000
A2 Reroof Police Building	20,000		20,000				
ADMIN & FACILITIES DEPT TOTAL EXPENDITURES	**140,000**	**20,000**	**40,000**	**20,000**	**20,000**	**20,000**	**20,000**

Capital Improvement Plan 2013 - 2018

Project for **Administration and Facilities** **#** **A1**

PROJECT TITLE **City Technology - Capital**

DESCRIPTION

Variety of technology upgrades to the City including PC purchases, software purchases, network upgrades hard and software and printers. (see next page) These City upgrades exclude Police, as that department has a separate technology project list.

BACKGROUND

This project is for PC replacements and other capital technology for the City. This includes servers, network and network software, disaster software and other technology.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
PC, Printers, Software	65,100	10,100	9,600	16,100	9,600	10,100	9,600
Network	36,000	6,000	8,000		8,000	6,000	8,000
Network Software, Audio & Misc.	14,400	2,400	2,400	2,400	2,400	2,400	2,400
Disaster Recovery Software	4,500	1,500		1,500		1,500	
TOTAL COSTS	**120,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**
REQUESTED FUNDING	**Total $ Requested 2012-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
REET I	120,000	20,000	20,000	20,000	20,000	20,000	20,000
TOTAL SOURCES	**120,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**

Technology Non Police

	Yr	2013	2014	2015	2016	2017	2018
	Users	25	25	25	25	25	25
	p/user						
PCs							
Purchase	1,250	-	-	-	-	-	-
Replacement	900	5,625	5,625	5,625	5,625	5,625	5,625
Printers/Mice/Access	100	625	625	625	625	625	625
PC Software							
Software Purchase	150	938	938	938	938	938	938
MS Office	250			6,250			
Software Upgrades	100	1,000	1,000	1,000	1,000	1,000	1,000
Anti-virus/SPAM	50	1,875	1,875	1,875	1,875	1,875	1,875
Network							
Server purchases	6,000	6,000				6,000	
Server Upgrades	6,000		6,000		6,000		6,000
NW/Security Devices	2,000		2,000		2,000		2,000
Network Software							
Operating Systems	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Backup/WWW	800	800	800	800	800	800	800
Other purchases							
Video/Audio	400	400	400	400	400	400	400
Disaster Recovery	1,500	1,500		1,500		1,500	

CAPITAL BUDGET	2013	2014	2015	2016	2017	2018
Totals	19,963	20,463	20,213	20,463	19,963	20,463
Rounding	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**
Permit Trax	6,500	6,500	6,500	6,500	6,500	6,500
Vision Financial	4,500	4,500	4,500	4,500	4,500	4,500
Prof Services	3,000	3,000	3,000	3,000	3,000	3,000
Subscriptions	500	500	500	500	500	500
Maint/Repair	1,500	1,500	1,500	1,500	1,500	1,500
Training	1,500	1,500	1,500	1,500	1,500	1,500
Maint/Operating	2013	2014	2015	2016	2017	2018
Rounded Total	**18,000**	**18,000**	**18,000**	**18,000**	**18,000**	**18,000**

Capital Improvement Plan 2013 - 2018

Project for the **Administration and Facilities** **# A2**

PROJECT TITLE **Reroof Police Station**

DESCRIPTION The Police Station will be overdue for a new roof.

	Capital Plan 2013 - 2018						
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Construction Costs	20,000		20,000				
Contingency							
TOTAL COSTS	**20,000**	**-**	**20,000**	**-**	**-**	**-**	**-**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
REET 1	20,000		20,000				
TOTAL SOURCES	**20,000**	**-**	**20,000**	**-**	**-**	**-**	**-**

City Administration and Facilities

CAPITAL PROJECT SUMMARY

	Capital Plan 2013 - 2018						
	Total $ Requested 2013 - 2018	2013	2014	2015	2016	2017	2018
A1 City Technology Upgrades	120,000	20,000	20,000	20,000	20,000	20,000	20,000
A2 Reroof Police Building	20,000		20,000				
ADMIN & FACILITIES DEPT TOTAL EXPENDITURES	**140,000**	**20,000**	**40,000**	**20,000**	**20,000**	**20,000**	**20,000**

Funding Sources

	Total $ Requested 2013 - 2018	2013	2014	2015	2016	2017	2018
REET I							
A1 City Technology Upgrades	120,000	20,000	20,000	20,000	20,000	20,000	20,000
A2 Reroof Police Building	20,000		20,000				
Total REET I Funding	140,000	20,000	40,000	20,000	20,000	20,000	20,000
TOTAL FUNDING FOR ADMIN & FACILITIES	**140,000**	**20,000**	**40,000**	**20,000**	**20,000**	**20,000**	**20,000**

CITY OF BLACK DIAMOND

2012 Schedule
2013 – 2018 Capital Improvement Plan (CIP)

(Regular scheduled Council meetings in **BOLD**)

	Process	Internal Due Date	Committee Meetings	Workstudy	City Council Meetings
1	CIP Planning Meeting with Mayor/Brenda	Feb 21 3:00			
2	CIP Call letter to affected departments (include goals, rules and timelines)	March 13			
3	Departments prepare detailed requests and submit to City Administration and Finance	March 13 - 30			
4	Finance prepares operating revenue sources for affected funds such as Street, Sewer, Water, Drainage and General Government and provides 2013-2018 worksheets to managers	March 30			
5	Finance prepares draft spreadsheet combining revenues and department requests for internal review with Administration	April 10			
6	Administration and Finance meet departments to review options	Apr 11-Apr 20			
7	1st CIP Committee Meeting for Public Works		April 27 10:00		
9	1st Finance Committee Meeting for Public Works		May 11 1:00		
10	CIP Committee Meeting for Parks		May 17 10:00		
11	CIP Committee Meeting for Public Safety		May 18 Special Mtg 10:00		
12	2nd CIP Finance Committee Meeting		May 31 9:00		
13	CIP Council Workstudy Public Works only			June 7 5:30	
14	Public Hearings on proposed 2013 – 2018 CIP				**June 7**
15	CIP Council Workstudy: Non-Public Works			June 13 Special Mtg 4:00	
16	Council adopts 2013 – 2018 CIP				**June 21**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Resolution No. 12-811, adopting the 2013-2018 Six-Year Transportation Improvement Program**	**Agenda Date: June 21, 2012**		**AB12-042**
		Department/Committee/Individual	
		Mayor Rebecca Olness	
		City Administrator –	
		City Attorney –Chris Bacha	
		City Clerk – Brenda L. Martinez	
		Finance – May Miller	
		Public Works – Seth Boettcher	
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	

Attachments: Resolution No. 12-811;Six-Year Transportation Improvement Program

SUMMARY STATEMENT:

The City is required to update its Six Year Transportation Improvement Program (TIP) per RCW 35.77.010 and file the TIP with the Washington State Department of Transportation. Updates include improvements to the Rock Creek Bridge on Roberts Drive.

Most all grant programs require 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 1st of each year.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 12-811, approving the 2013-2018 Six Year Transportation Improvement Program**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
June 21, 2012		

RESOLUTION NO. 12-811

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON APPROVING THE 2013-2018 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 1st 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 2013-2018 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 21st DAY OF JUNE, 2012.

CITY OF BLACK DIAMOND:

_____
Rebecca Olness, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

2013-2018 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
1	2013	General Street Improvement	N/A	N/A	Chip sealing, crack sealing, patch work, addressing minor safety problems	N/A	$30,000/year; $180,000 total	Local City Funds
2	2013	SE 288th Street Overlay	228th Ave. SE	236th Ave. SE	Overlay existing roadway	0.5	$ 150,000	Grant/TIB, Local City Funds, REET
3	2013	Roundabout on SR 169 at Roberts Drive	N/A	N/A	Two lane Roundabout	inter - section	$ 3,430,000	Private and Grant
4	2013	Intersection Improvements in Morganville Neighborhood	N/A	N/A	Acquire easements and construct new intersection radii.	8 inter-sections	$ 100,000	REET
5	2014	Rock Creek Bridge	N/A	N/A	Widen to standard width and provide safe pedestrian facilities	N/A	$ 510,000	Grant/ TIB, Developer Mitigation, Local City Funds
6	2015	Lawson Street Sidewalk	Newcastle Drive	S.R. 169	5-foot sidewalk on the north side of Lawson Street	0.28	$ 850,000	Grant/ TIB, Grant/Safe Routes to School, Developer Mitigation, Local City Funds
7	2013	Roberts Drive Reconstruction	S.R. 169	Rock Creek Bridge	Reconstruct roadway, install sidewalks, storm drainage, and street lights, widen to standard	1.09	$ 5,660,000	Grant/ TIB, Developer, Local City Funds, REET
8	2017	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	$ 420,000	Developer Mitigation, REET and Local City Funds
9	2017	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
10	2016	SR 169 Gateway Corridor Improvement	Ravensdale	North city Limits	Widen the roadway for a two way left turn lane, install sidesalks, storm drainage, and street lights	0.7	$ 5,700,000	Private and Grant
					TOTAL ALL PROJECTS		**$ 18,550,000**	

PUBLIC HEARING: held Thursday, June 7, 2012
7:00 p.m., Black Diamond City Council Chambers

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:
Resolution No. 12-812, executing a grant agreement with King County Dept. of Community & Human Services Housing and Community Development for the replacement of the 5th Avenue Water Main.

Cost Impact: $175,000 (total project budget)

Fund Source: $160,000 CDGB grant and $15,000 in kind match from REET II

Timeline: Start right away; Complete in 2013

Agenda Date: June 21, 2012 — **AB12-043**

Department/Committee/Individual	
Mayor Rebecca Olness	
City Administrator –	
City Attorney –Chris Bacha	
City Clerk – Brenda L. Martinez	
Finance – May Miller	
Public Works – Seth Boettcher	
Economic Devel. – Andy Williamson	X
Police – Jamey Kiblinger	
Court – Stephanie Metcalf	
Comm. Dev. – Steve Pilcher	

Attachments: Resolution No. 12-812; Grant Agreement; Aerial Photo; Anticipated Schedule; CIP page

SUMMARY STATEMENT:

The City applied for a $160,000 Community Development Block Grant in 2011 as was selected for funding. King County has now sent the City a grant agreement for distribution of $41,000 of engineering funds. The construction funds will be made available by an amendment to the enclosed grant agreement.

The replacement of the existing asbestos concrete water main in 5th Street will bring the fire flows up to City standards along the improvements and improve the reliability of water service.

The 2012 project budget was for $175,000. The City committed to a 20% match of which most of the contribution was to come from in kind match. The City of Black Diamond Public Works Department will provide the project administration, the grant administration, inspections and project management.

The water line construction will have to be completed while Lawson Creek is dry. At this point the City is expecting to design the project this year, bid the project early next year and be ready for construction during the dry season in 2013.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution 12-812, authorizing the Mayor to execute a grant agreement with King County Department of Community and Human Services Housing and Community Development for the distribution of $41,000 of grant funds for engineering and to execute amendments to the agreement to accept the distribution of construction funding.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
June 21, 2012		

RESOLUTION NO. 12-812

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON EXECUTING A GRANT AGREEMENT WITH KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES HOUSING AND COMMUNITY DEVELOPMENT FOR THE REPLACEMENT OF THE FIFTH AVENUE WATER MAIN

WHEREAS, the 5th Street Water Main Replacement project is scheduled for construction in 2012 and 2013 on the city's Capital Improvement Plan; and

WHEREAS, the City received a $160,000 King County Community Development Block Grant for the 5th Street Water Main Replacement project; and

WHEREAS, replacement of the 5th Street Ave water main will improve the reliability of service to the South East section of the City and improve the fire flow;

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 attached agreement labeled Exhibit A with King County Department of Community & Human Services Housing and Community Development for the distribution of $41,000 of grant funds for engineering and to execute amendments to the attached agreement to accept the distribution of construction funding.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JUNE, 2012.

CITY OF BLACK DIAMOND:

_____

Rebecca Olness, Mayor

Attest:

_____

Brenda L. Martinez, City Clerk

King County

Department of Community and Human Services
Community Services Division
Housing and Community Development Section
206-263-9097 TTY Relay: 711

Contractor	City of Black Diamond		
Project Title	Black Diamond Fifth Avenue Water Main Replacement (C12226)		
Contract Amount $	41,000		
Contract Start Date:	3/23/2012	Contract End Date	5/31/2013
Termination Date (where applicable):	5/31/2013		
DUNS No. (if applicable)	195690011	CCR No. (if applicable)	5ED09

KING COUNTY HOUSING AND COMMUNITY DEVELOPMENT CONTRACT— 2012

THIS CONTRACT No. 5427808 is entered into by KING COUNTY, a political subdivision of the State of Washington (the "County"), and City of Black Diamond, (the "Contractor"), whose address is P.O. Box 599, Black Diamond, WA 98010. This Contractor is a Municipal corporation.

WHEREAS, the County is an Urban County recipient of Community Development Block Grant Program (CDBG) funds under the Housing and Community Development Act of 1974, Public Law 93-383 as amended (the "HCD Act"); HOME Investment Partnerships Program (HOME) funds under the National Affordable Housing Act of 1990 Public Law 101-625 as amended (the "NAHA"). The County allocates Housing Opportunity Funds (HOF), Regional Affordable Housing Program (RAHP) funds, and Homeless Housing and Services Funds (2163), Homeless Housing Document Recording Fee Surcharge Revenue (2331), Veterans and Human Service Levy funds and Mental Illness and Drug Dependency (MIDD) funds to low-income housing development capital, American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the Recovery Act)—also known as CDBR-R funds for job preservation and creation, infrastructure investment, energy efficiency and science, assistance to the unemployed and/or service projects and Current Expense ("CX") funds to housing and community development projects in accordance with adopted County ordinances. The County uses CDBG, HOME, HOF, RAHP, Veterans and Human Services Levy funds and/or CX funds for the purpose of carrying out eligible community development and housing activities under the HCD Act, the NAHA, regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) at 24 Code of Federal Regulations (CFR) Part 570, 24 CFR Part 92, 24 CFR Part 576, and adopted County Ordinances. (All CFR references can be found at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html. All King County code references can be found at http://www.kingcounty.gov/council/legislation/kc_code.aspx);

WHEREAS, an Urban County CDBG Consortium has been established by CDBG interlocal cooperation agreements ("CDBG ICAs") or joint agreements between the County and certain municipal corporations (Consortium Cities) within the County covering program years 2012-2014. The CDBG ICAs specify allocation of CDBG funds by the County to those participating jurisdictions for use in accordance with the County Consolidated Housing and Community Development Plan ("HCD Plan"). The HCD Plan has been adopted by the King County Council, accepted by participating jurisdictions and approved by HUD;

This form is available in alternate formats upon request for persons with disabilities.

WHEREAS, a HOME Consortium has been established by HOME ICAs between the County and certain HOME Consortium Cities covering 2012-2014, the terms of which specify allocation of HOME funds by the County for use in accordance with the HCD Plan which has been adopted by the King County Council, accepted by participating jurisdictions, and approved by HUD;

WHEREAS, the County desires to award certain funds to the Contractor for use as described in this Contract and as authorized by County ordinance, for the purpose of implementing eligible activities as applicable under the HCD Act, the NAHA, HUD regulations, State laws, and/or adopted County ordinances;

WHEREAS, it is appropriate and mutually desirable that the Contractor be designated by the County to undertake such eligible activities, so long as the requirements of the HCD Act, NAHA, HUD Regulations, State law, and County ordinances are adhered to as provided for herein;

WHEREAS, the purpose of this Contract is to provide for cooperation between the County and the Contractor, as the parties in this Contract, in implementing such eligible activities under the laws and regulations that pertain to the funds awarded in this Contract;

WHEREAS, the parties are authorized and empowered to enter into this Contract by one or more of the following: County ordinance, the HCD Act, the NAHA, Revised Code of Washington (RCW) Chapter 39.34, RCW Chapter 35.21.730 et seq., the Constitution and the enabling laws of the State of Washington;

NOW, THEREFORE, for and in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree to abide by the provisions of this Contract.

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II. Duration of Contract

III. Term of Compliance for Capital Projects

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VII. Equipment Purchase, Maintenance and Ownership

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XL. Promissory Note, Deed of Trust and Covenant

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XLIV. Procedure in the Event of Casualty/Condemnation for Capital Projects

EXHIBITS ATTACHED HERETO

	Exhibit Name	EBS Project #	Amount	Fund Source
I.	Certificates of Insurance/Endorsements			
II.	BLACK DIAMOND FIFTH AVENUE WATER MAIN REPLACEMENT (C12226)	1111374	$41,000	CDBG

I. SCOPE OF CONTRACT AND INCORPORATION OF EXHIBITS

A. Scope

The Contract between the parties shall consist of the signature page, each Program/Project Exhibit incorporated into the Contract, all matters and laws incorporated by reference herein, and any written amendments made in accordance with the provisions contained herein. The exhibits attached to this Contract as Exhibits I. through II. are hereby incorporated by this reference. This Contract supersedes any and all former agreements regarding projects described in the attached Project/Program Exhibit(s). If there is a conflict between any of the language contained in this Contract and any of the language contained in any Project/Program Exhibit in this Contract, the language in this Contract shall control, unless the parties affirmatively agree to the contrary in a writing that has been reviewed and approved by the King County Prosecuting Attorney's Office. This Contract shall govern both:

1. Service Projects (human service, planning, program administration and micro-enterprise or supportive services for the homeless); and

2. Capital Projects (acquisition, improvement, and rehabilitation of real property and construction or reconstruction of public infrastructure).

   The two types of activities may be included in one Contract as separate Project/Program Exhibit(s) of Services.

B. Mandatory Certifications

The Contractor certifies that it shall comply with the provisions of Sections XIX, XXII and XXX of this Contract. If the Contractor is a municipal corporation (other than King County), or agency of the State of Washington, King County Code (KCC) chapters 12.16, 12.17 and 12.18 do not apply to the Contractor, but may apply to any subcontractor of the Contractor.

C. Contact Person

King County and the Contractor shall each designate a contact person for each Project/Program Exhibit incorporated in this Contract. All correspondence, reports and invoices shall be directed to the designated contact person. This provision does not, however, supplant or override Section XXVII Notices.

D. Federal Funds

The term "federal funds" as used herein means CDBG funds and/or HOME funds. The specific types of funds provided under this Contract are specified in the attached Project/Program Exhibit(s).

E. Environmental Review

This section applies to all projects using federal funds that are not exempt under 24 CFR Part 58. Notwithstanding any provision of this contract, the parties hereto agree and acknowledge that this contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt of a release of funds from HUD under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned upon King County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. The Contractor shall not spend any funds on physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Violation of this provision shall result in the denial of any funds under this Contract.

Capital Projects using federal funds shall also comply with subsections F, G, H and I.

F. Environmental Policy Act

The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58) and the Federal laws and authorities identified therein. The Contractor shall be solely responsible for the cost of compliance with all such Federal laws and authorities including the cost of preparing plans, studies, reports and the publication of notices that may be required. The Contractor and its contractors shall not take any actions inconsistent with 24 CFR Part 58.

G. National Flood Insurance

The use of CDBG and HOME funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to Contractor mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub L. 93-237).

H. Lead Based Paint

The Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 United States Code (USC) 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R. Generally, these laws prohibit the use of lead-based paint (whenever funds under this Contract are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); require elimination of immediate lead-based paint hazards in residential structures; and require notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

I. Environmental Justice

The Contractor shall comply with Presidential Executive Order 12898 requiring identification and mitigation, as appropriate, of disproportionately high and adverse human health or environmental impacts of programs, policies and activities on minority and/or low-income populations.

J. Subrecipient Monitoring

1. First-tier subrecipients shall register in the Central Contractor Registration (CCR), including obtaining a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain the currency of that information. A pass through entity shall be responsible for determining that subrecipients have current CCR registrations prior to making subawards and performing periodic checks to ensure that the subrecipients are updating information as necessary.

2. Recipients shall require each subrecipient to;

   a. Document at the time of the subaward and disbursement of funds, the Federal award number, Catalog of Federal Domestic Assistance (CFDA) number, and the amount of American Recovery and Reinvestment Act (ARRA) funds; and

   b. Provide similar identification in their Schedule of Expenditures of Federal Awards (SEFA) and Form SF-SAC. Additional information, including presentation requirements for the SEFA and SF-SAC, is provided in Appendix VII of the 2009 Supplement (2CFR Section 176.210).

II. DURATION OF CONTRACT

The terms of this Contract shall be in effect from the Start Date (as defined in the Project/Program Exhibit(s)) or the date of execution of this Contract, whichever is earlier, and shall terminate on the Termination Date specified in each Project/Program Exhibit, unless extended to a later date or terminated earlier, pursuant to the terms and conditions of the Contract.

III. TERM OF COMPLIANCE FOR CAPITAL PROJECTS

The Contractor shall own and operate the project during the Compliance Period as defined in the Program/Project Exhibit.

IV. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

V. COMPENSATION AND METHOD OF PAYMENT

The County shall reimburse the Contractor only for the approved activities specified in each Project/Program Exhibit and the reimbursement amount shall not exceed the amount specified in each Project/Program Exhibit. Reimbursements will be payable in the following manner.

A. Start Date and End Date

Start Dates and End Dates for individual projects shall be specified in each Project/Program Exhibit. Costs incurred before the Start Date will not be reimbursed. Costs incurred after the End Date will not be reimbursed.

B. Submission of Invoices; Supporting Documentation and Reports

The Contractor shall submit an invoice, supporting documentation for costs claimed in the invoice and all reports as specified in each Project/Program Exhibit or the County may not process the invoice. Supporting documentation for costs claimed in the invoice includes, but is not limited to, purchase orders and bills. The County shall initiate authorization for payment to the Contractor not more than 30 days following the County's approval of a complete and correct invoice, supporting documentation and reports.

C. Final Invoice for Service Projects

The Contractor shall submit its final invoice for each Project/Program Exhibit providing funding for Service Projects within seven business days after the End Date. The Contractor shall submit all outstanding reports for each Project/Program Exhibit providing funding for Service Projects within 30 business days after the End Date.

If the Contractor's final invoices, supporting documentation, and reports are not submitted by the last date specified in this subsection, the County shall be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice; provided, however, the County may elect to pay any invoice that is not submitted in a timely manner.

D. Final Invoice for Capital Projects

Unless provided otherwise in the Project/Program Exhibit(s), the Contractor shall submit its final invoice, supporting documentation, and all outstanding reports for each Project/Program Exhibit providing funding for Capital Projects before the End Date specified in the Project/Program Exhibit(s).

If the Contractor's final invoices, supporting documentation, and reports are not submitted by the date specified in this subsection, the County shall be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice; provided, however, the County may elect to pay any invoice that is not submitted in a timely manner.

E. Unspent County Funds

1. After the End Date specified in each Project/Program Exhibit, for individual projects covered by this Contract, the County shall recapture any unexpended funds encumbered under this Contract.

2. During the term of the Contract, the County may, upon agreement with the Contractor, recapture any unexpended funds for reallocation to other Project/Program activities.

   Projects using federal funds shall also comply with the following subsections F, G, H and I.

F. Municipal Corporations or State Public Agencies

If the Contractor is a municipal corporation or a Contractor of the State of Washington, costs for which the Contractor requests reimbursement shall comply with the policies, guidelines, and requirements of the Office of Management and Budget (OMB) Circular No. A-87, "Cost Principles For State, Local and Indian Tribal Governments" and the sections of 24 CFR Part 85 "Administrative Requirements for Grants and Cooperative

Agreements to State, Local and Federally Recognized Indian Tribal Governments" identified at 24 CFR § 570.502(a) Applicability of Uniform Administrative Requirements, unless otherwise provided in the Project/Program Exhibit(s).

G. Not-for-profit Corporations

If the Contractor is a not-for-profit corporation, costs for which the Contractor requests reimbursement shall comply with, unless otherwise provided in the Project/Program Exhibit(s), the policies, guidelines and requirements of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," and the sections of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, identified at 24 CFR § 570.502 (b), Applicability of Uniform Administrative Requirements.

H. Excess Federal Funds

CDBG and/or HOME funds on hand shall not exceed $5,000 if retained beyond three days unless written approval is received from the County. Any reimbursement in excess of the amount required shall be promptly returned to the County.

I. Program Income

The Contractor shall report all CDBG and HOME Program Income, as defined in 24 CFR §§ 92.2, 92.503 and 570.504(c) and in the ICAs, generated under this Contract for the purposes specified herein or generated through the project(s) funded under this Contract. Program Income is to be reported to the County. Program income shall be returned to the County unless the County specifies that it may be retained by the Contractor. If the County authorizes the Contractor to retain the Program Income to continue or benefit a project(s), the Contractor shall comply with all provisions of this Contract in expending the funds. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to Section II or Section XV.

VI. BUDGET

The Contractor shall apply the funds received from the County under this Contract in accordance with each Project/Program Exhibit including a line item budget, if applicable, set forth in each Project/Program Exhibit. The Contractor shall request in writing prior approval from the County to revise the line item budget when the cumulative amount of transfers from a line item in any Project/Program Exhibit is expected to exceed ten percent of that line item. Supporting documents are necessary to fully explain the nature and purpose of the revision, and must accompany each request. All budget revision requests in excess of ten percent of a line item amount shall be reviewed and approved or denied by the County in writing.

VII. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

A. Equipment Purchase

The Contractor agrees that equipment purchased with Contract funds at a cost of $5,000 per item or more and identified in an exhibit as reimbursable, is upon its purchase or receipt the property of the Contractor, County, and/or federal, and/or state government, as specified in the exhibit.

B. Maintenance of Equipment

The Contractor shall be responsible for all such equipment, including the proper care and maintenance.

C. Equipment Returned

The Contractor shall ensure that all such equipment shall be returned to the appropriate government Contractor, whether federal, state or County, upon written request of the County.

D. Right of Access

The Contractor shall admit the County's Property Management Officer to the Contractor's premises for the purpose of marking such property with appropriate government property tags.

E. Maintenance of Records

The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

F. Disposition of Equipment

Projects using federal funds shall also comply with the following requirement. If the Contractor ceases to use equipment purchased in whole or in part with CDBG funds for the purpose described in this Contract, or if the Contractor wishes to dispose of such equipment, the disposition shall be determined under the provisions of 24 CFR § 570.502(b)(3)(vi), if the Contractor is a nonprofit corporation and 24 CFR § 570.502(a) and 24 CFR § 85.32(e) if the Contractor is a municipal corporation or an agency of the state of Washington. The Contractor agrees that it will contact the County for instructions prior to disposing of, surplusing of, encumbering or transferring ownership of any equipment purchased in whole or in part with federal funds.

VIII. CONTRACT AMENDMENTS

Either party may request changes to this Contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Contract. Budget revisions approved by the County pursuant to Section VI are not required to be incorporated by written amendment.

IX. INTERNAL CONTROL, ACCOUNTING SYSTEM AND AUDITS

Internal Control and Accounting

The Contractor shall establish and maintain a system of accounting and internal controls that comply with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

Audits

A. Not-for-Profit Corporations

1. This subsection A applies to any corporation, trust, association, cooperative or other organization that : (i) is operated primarily for scientific, educational, service, charitable or similar purposes in the public interest; (ii) is not organized primarily for profit; and (iii) uses its net process to maintain, improve or expand its operations.

2. The Contractor shall provide the County with a copy of its applicable IRS Form 990 (Return of Organization Exempt from Tax), IRS Form 1065 (Partnership tax return), or equivalent when requested.

3. The Contractor shall comply with the specific requirements for independent financial audits or alternative as follows:

   a. A Contractor receiving $500,000 or more in direct or indirect federal funding from all sources during its fiscal year, including other forms of federal financial assistance shall have a single audit or program-specific audit conducted for that year. Such audit shall be done in accordance with the provisions of the Single Audit Act Amendments of 1996 as implemented through the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations, as revised.

   b. A Contractor receiving $300,000 or more from all fund sources during their fiscal year that is not otherwise subject to the requirements of OMB Circular A-133 shall have a financial statement audit conducted for that year. Such audit shall be performed by an independent certified public accountant and conducted in accordance with the American Institute of Certified Public Accountants' (AICPA) generally accepted auditing standards.

   c. An Contractor receiving $50,000 or more but less than $300,000 from all fund sources during its fiscal year shall be required to complete a limited scope financial statement/internal control review as defined by the AICPA and according to AICPA standards, provided the Contractor meets all of the following criteria:

      i. The Contractor previously provided to the County a financial statement audit that was completed by an independent certified public accountant and conducted in accordance with AICPA generally accepted auditing standards, for that Contractor's most recently completed fiscal period;

      ii. That financial statement audit and any associated management letter show no reportable conditions or internal control issues; and

      iii. There has been no turnover in key staff since the beginning of the period for which the audit was completed.

      Any limited scope financial statement/internal control review authorized under this subsection shall be conducted in accordance with the AICPA's Statements on Standards for Attestation Engagements and shall be performed by an independent certified public accountant.

      If the Contractor does not meet the qualifications in IX, A, 3, c, i. through iii, then the Contractor shall provide a financial statement audit.

d. A Contractor receiving less than $50,000 from all fund sources during its fiscal year shall submit a compilation of financial statements that has been certified as accurate and complete by the Contractor's Board of Directors.

e. The County reserves the right to require an independent financial statement audit at its discretion based on changes in circumstances relating to the financial and programmatic conditions of the Contractor.

4. A Contractor which is not subject to OMB Circular A-133 may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors.

5. The Contractor shall provide to the County a copy of the audit report, including any management letter or official correspondence submitted by the auditor, its response and corrective action plan for all findings and reportable conditions contained in its previous audit or any alternative documents required under Section IX. A, 3 of this Contract. These documents shall be submitted no later than six months subsequent to the end of the Contractor's fiscal year.

6. If additional federal and/or state audit or review requirements are imposed on the County during the term of this Contract, the Contractor agrees this Contract may be amended to require that the Contractor comply with any such additional audit requirements. Even if this Contract is not amended, the Contractor agrees to comply with any such additional audit requirements.

7. If the Contractor receives a financial audit, including an A-133 audit, due to requirements other than stated herein, such audit shall be provided to the County within the time period identified in Section IX. A. 4. even if not otherwise required under this Section.

B. Municipal Corporations

If the Contractor is a municipal corporation in the state of Washington, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within 30 days of receipt, which submittal shall constitute compliance with Section IX.

C. Catalog of Federal Domestic Assistance

The Catalog of Federal Domestic Assistance (CFDA) number for the CDBG Program is 14.218. The CFDA number for the HOME program is 14.239. The CFDA number for Recovery Act Fund (CDBG-R) funds is 14.253. Additional federal and/or state audit or review requirements may be imposed on the County, and if the Contractor has CDBG, HOME or CDBG-R funds in the Contract, it shall be required to comply with these requirements.

X. MAINTENANCE OF RECORDS

A. Scope of Records

The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records specified in each Project/Program Exhibit or otherwise deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.

B. Time for Retention of Records

Records required to be maintained in subsection A above shall be maintained for a period of six years after the termination date, unless a different period for records retention is specified in the Project/Program Exhibit.

C. Location of Records/Notice to County

The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten working days of any such relocation.

Projects using federal funds shall also comply with subsections D, E, F, G, H, I, J, K, L, and M.

D. Federal Exceptions to Retention Requirements

Exceptions to the six year retention period are as follows: (1) Records that are the subject of audit findings, litigation, or claims shall be retained until such findings, litigation or claims have been resolved; and (2) The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the County.

E. Financial Management Records

Financial records shall identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 CFR § 85.20 and the OMB Circular A-87 for governmental agencies, 24 CFR § 84.21 and OMB Circular A-122 for Nonprofit Corporations. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

F. Tenant Notification and Relocation Records

If the Contractor is acquiring property with existing tenants, Contractor record keeping for tenant notification and relocation must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (The "Uniform Relocation Act"), and regulations at 49 CFR Part 24. Indication of the overall status of the relocation workload and a separate relocation record for each person, business, organization and farm operation displaced or in the relocation workload must be kept.

G. Acquisition Records

If the Contractor is using funds under this Contract for property acquisition, the Contractor must maintain a separate acquisition file for each acquisition process documenting compliance with Uniform Relocation Act regulations at 49 CFR Part 24, including a notice of voluntary sale.

H. Beneficiary Records

The Contractor agrees to maintain racial, ethnic, disability status, single head of household, household income, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Contract if required in a Project/Program Exhibit.

I. Labor Standards

If the Contractor is using funds under this Contract for construction work, the Contractor shall maintain records documenting compliance by all construction contractors with the labor standards as required under 24 CFR § 570.603 for CDBG funds and 24 CFR § 92.354 for HOME funds.

J. Other Construction Records

The Contractor and all of its contractors shall maintain records and information necessary to document the level of utilization of state certified small, minority, and women-owned businesses, and other businesses as subcontractors and suppliers under this Contract. The Contractor shall also maintain all written quotes, bids, estimates or proposals submitted by the contractor and any and all businesses seeking to participate in this Contract. The Contractor shall make such documents available to the County for inspection and copying upon request.

K. Employment Records

If the Contractor is a municipal corporation or a Contractor of the State of Washington, it agrees to maintain the following data for each of the Contractor's operating units funded in whole or in part with CDBG funds provided under this Contract:

1. Employment data with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and

2. Documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap.

L. Records Regarding Remedy of Past Discrimination

The Contractor shall maintain documentation of the affirmative action measures the Contractor has taken to overcome prior discrimination if a court or HUD has found that the Contractor has previously discriminated against persons on the grounds of race, color, national origin or sex in administering a program or activity funded in whole or in part with CDBG funds pursuant to 24 CFR Part 121.

M. Record-Keeping Requirements and Site Visits

The Contractor shall maintain, for at least six years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

XI. EVALUATIONS AND INSPECTIONS

A. Right of Access to Facilities for Inspection of Records

The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the activities funded under this Contract. The County shall give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

B. Time for Inspection and Retention

The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after the termination date, unless a different period is specified in the Project/Program Exhibit or a longer retention period is required by law.

C. Agreement to Cooperate

The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

XII. PROPRIETARY RIGHTS

A. The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the Contractor. The Contractor agrees to and does hereby grant to the County, irrevocable, nonexclusive, and royalty-free license to reproduce, publish or otherwise use, and to authorize others to use, according to law, any work material or article and use any method that may be developed as part of the work under this Contract.

B. The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor, which are modified for use in the performance of this Contract.

C. The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XIII. CORRECTIVE ACTION

A. Default by Contractor

If the County determines that a breach of contract has occurred because the Contractor failed to comply with any material terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to in any Project/Program Exhibit attached hereto, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply.

1. The County shall notify the Contractor in writing of the nature of the breach.

2. The Contractor shall submit a plan describing the specific steps being taken to correct the specified deficiencies (the "corrective action plan"). The corrective action plan shall be submitted to the County within ten business days from the Contractor's receipt of the County's notice under this Section. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which completion date shall not be more than 30 days from the date the County receives the Contractor's corrective action plan, unless the County, in its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions.

3. The County shall notify the Contractor, in writing of the County's determination as to the sufficiency of the Plan. The County shall have sole discretion in determining the sufficiency of the Contractor's corrective action plan.

B. Termination of Contract

In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Subsection XV (B).

C. County Withholding of Payment

In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.

D. No Waiver of Other Remedies

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XV or other remedies authorized by law.

XIV. ASSIGNMENT

The Contractor shall not assign, transfer or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the prior written consent of the County. Additional terms for County consent to such assignment, transfer or subcontract may be described in a Project/Program Exhibit. Said consent must be sought in writing by the Contractor not less than 15 business days prior to the date of any proposed assignment, transfer or subcontract. The Contractor shall deliver to the County with its request for consent, such information regarding the proposed assignee, transferee or subcontractee, including its proposed mission, legal status, and financial and management capabilities as is reasonably available to the Contractor. Within 15 days after such request for consent, King County may reasonably request additional available information on the

proposed assignee, subcontractee or transferee. If the County shall give its consent, this Section shall nevertheless continue in full force and effect. Any assignment, transfer or subcontract without prior County consent shall be void.

XV. TERMINATION

A. Termination for Convenience

1. This Contract may be terminated by the County without cause, in whole or in part, prior to the termination date specified in the Project/Program Exhibit, by providing the Contractor 30 days advance written notice of the termination.

2. In addition to the foregoing, if expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in the Project/Program Exhibit, the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

3. If the Contract is terminated as provided above:

   a. The County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

   b. The Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

B. Termination for Cause

1. The County may terminate this Contract, in whole or in part, upon seven days advance written notice to the Contractor in the event:

   a. The Contractor materially breaches any duty, obligation, or service required pursuant to this Contract and such breach has not been cured by a corrective action plan acceptable to the County; or

   b. The duties, obligations, or services required herein become impossible, illegal or not feasible.

2. If the County terminates the Contract pursuant to this section, the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

3. If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

4. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section II, the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

5. If the Contract is terminated as provided in this Subsection:

   a. The County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

b. The Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

6. Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation year.

C. Waiver

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract at law or in equity that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

XVI. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XVII. HOLD HARMLESS AND INDEMNIFICATION

A. Contractor is an Independent Contractor

In providing services under this Contract, the Contractor is an independent contractor and neither it, nor its officers, agents or employees, are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes by, or on behalf of, the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, and hold harmless the County, its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from:

1. The Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or

2. The supplying to the Contractor of work, services, materials or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor Agreement to Repay

The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives.

This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination Sections.

C. Contractor Indemnification of County

1. The Contractor shall protect, defend, indemnify and hold harmless the County, their officers, employees and agents from any and all costs, claims, judgments and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, contractors, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects to the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of RCW, Title 51. In the event the County incurs any judgment, award and/or cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. To the extent that a Contractor subcontractor fails to satisfy its obligation to defend and indemnify King County, as detailed in SectionXVII, the Contractor shall protect, defend, indemnify and hold harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from the negligent act or omissions of the Contractor's contractor/subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.

2. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction, or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name and/or otherwise results in unfair trade practice.

3. The Contractor agrees not to perform any acts that include use or transfer of software, book, document, report, film, tape, or sound reproduction, or material of any kind, delivered hereunder, that constitutes an infringement of any copyright, patent, trademark, trade name and/or otherwise results in unfair trade practice. The Contractor agrees to indemnify the County for any harm resulting from unfair trade practices.

4. The provisions in this section shall survive the termination and/or duration of the contract term.

5. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

6. The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

XVIII. INSURANCE REQUIREMENTS—GENERAL

A. Insurance Required

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of

work hereunder by the Contractor, its agents, representatives, employees and/or contractor/subcontractors. The Contractor or contractor/subcontractor shall pay the costs of such insurance. The Contractor shall furnish separate certificates of insurance and policy endorsements from each contractor/subcontractor as evidence of compliance with the insurance requirements of this Contract.

The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, contractor/subcontractors, providers and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Contract.

B. Risk Assessment by Contractor

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract, nor shall such minimum limits be construed to limit the limits available under any insurance coverage obtained by the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

C. Minimum Scope of Insurance. Coverage shall be at least as broad as the following:

1. General Liability

Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.

2. Professional Liability, Errors and Omissions Coverage

In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require a professional standard of care.

3. Automobile Liability

Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

4. Workers' Compensation

   Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

5. Stop Gap/Employers Liability

   Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

6. Property Insurance

   Insurance Services Office form number (CP 00 10) covering **BUILDING AND PERSONAL PROPERTY COVERAGE** and Insurance Services Office form number (CP 10 30) **CAUSES OF LOSS – SPECIAL FORM** or project appropriate equivalent.

7. National Flood Insurance

   The use of CDBG and HOME funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to Contractor mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub L. 93-237).

8. Builder's Risk/Installation Floater

   The Contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by King County, whichever is longer, "All Risk" Builders Risk Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss—Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for one hundred percent of the replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of King County, Owner, Contractor and subcontractors of all tiers with King County listed as a loss payee.

D. Minimum Limits of Insurance—Capital Projects

The Contractor shall maintain limits no less than the following:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a $2,000,000 aggregate limit.

2. Professional Liability, Errors, and Omissions: $1,000,000, Per Claim and in the Aggregate.

3. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage if the use of motor vehicles is contemplated.

4. Workers' Compensation: Statutory requirements of the state of residency.

5. Stop Gap /Employers Liability: $1,000,000.

6. Property Insurance: One hundred percent replacement value of funded structure.

E. Minimum Limits of Insurance—-Building Construction Period

Prior to commencement of building construction and until construction is complete and approved by the Contractor, the Contractor shall cause the construction contractor and related professionals to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Contract. The Contractor and County shall be named as additional insureds on liability policies except Workers Compensation and Professional Liability, and as Named Insureds on Builders Risk policies. The cost of such insurance shall be paid by the Contractor and/or any of the Contractor's contractors/ subcontractors. The Contractor shall maintain limits no less than the following:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and $2,000,000 in the aggregate.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Professional Liability, Errors & Omissions: $1,000,000, Per Claim and in the Aggregate.

4. Builder's Risk Insurance: One hundred percent replacement cost value.

5. Workers Compensation: Statutory requirements of the State of residency.

6. Stop Gap or Employers Liability Coverage: $1,000,000.

F. Minimum Limits of Insurance—Services Agreements: The Contractor shall maintain limits no less than the following:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and $2,000,000 in the aggregate.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Professional Liability, Errors & Omissions: $1,000,000, Per Claim and in the Aggregate.

4. Workers Compensation: Statutory requirements of the State of Residency.

5. Stop Gap or Employers Liability Coverage: $1,000,000.

Paragraphs G, H, I, J, K and L below apply to Capital Projects, Construction Projects and Services Contracts.

G. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

H. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. All Liability Policies except Professional and Workers Compensation.

   a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor/Contractor in connection with this Contract. Such coverage shall include Products-Completed Operations.

   b. To the extent of the Contractor's/Contractor's negligence, the Contractor's/ Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

   c. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. Property Coverage Policies

   a. The County shall be added to all Property Coverage Policies as a loss payee as its interests may appear.

   b. The County shall be added as a Named Insured as their interests may appear to all Builders Risk policies.

3. All Policies

   Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 30 days prior written notice has been given to the County.

I. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

J. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Contractor is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract, then such requirements and documentation shall be subject to all of the requirements stated herein.

L. Municipal or State Contractor Provisions

If the Contractor is a municipal corporation or a Contractor of the state of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be provided for the self-insured requirements and attached hereto and be incorporated by reference and shall constitute compliance with this Section. If the certificate of self-insurance does not cover all mandatory requirements, the Contractor shall provide separate certificates and endorsements that document coverage.

XIX. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Benefits to Employees with Domestic Partners

To the extent prohibited by KCC Chapter 12.19, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of a competitive award of a contract valued at $25,000 or more, non-public Contractors agree not to discriminate in the provision of employee benefits between an employees with spouses, employees with domestic partners or employees who reside with legally domiciled members of households during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When a competitively awarded contract is valued at $25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, KCC Chapter 12.19, and related administrative rules are incorporated herein by reference. They are also available online at:
http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

B. Nondiscrimination in Employment Provision of Services

To the extent prohibited by KCC Chapter 12.16 or 12.17, during the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

C. Nondiscrimination in Subcontracting Practices

To the extent prohibited by KCC Chapter 12.16 or 12.17, during the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

D. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, Presidential Executive Orders and regulations that prohibit discrimination to the extent applicable. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code chapters shall specifically apply to this contract, to the full extent applicable. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of Small Contractors and Suppliers (SCS) in the award of King County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Contractor elected not to participate in the Program during the solicitation stage, the Contractor is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following Web-site address: http://www.kingcounty.gov/bdcc

   The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at

fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than $750,000 dollars.

2. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at http://www.omwbe.wa.gov/ or by Toll Free telephone (866) 208-1064.

3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.

F. Equal Employment Opportunity Efforts

The Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.j. "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

G. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended (Section 504) and the American Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA and Section 504 the County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for, the immediate termination of this Contract.

1. The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and

2. The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their contract or agreement, the Contractor shall include the requirement that the subcontractor provide to persons with disabilities access to programs, activities and services provided under the contract or agreement as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

H. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

I. Fair Housing Protections

The Contractor shall comply with the federal Fair Housing Act, Public Law 90-284 (42 USC 3601 et seq.). The Contractor shall take necessary and appropriate actions to prevent discrimination in any housing-related project under this Contract, which includes rental housing projects and/or projects that include residential real estate-related transactions, as required by the Federal Fair Housing Act as amended (42 USC 3601) and the Washington State Law Against Discrimination (RCW Chapter 49.60). Residential real estate-related transactions include the making or purchasing of loans or the provision of financial assistance secured by real estate, or the making or purchasing of loans or financial assistance for the purchasing, constructing, improving, repairing or maintaining of a dwelling. Rental housing includes any dwelling that is intended for occupancy as a residence for one or more families by lease, sublease or by grant for a consideration of the right to occupy Premises not owned by the occupant. In addition, except for projects located in incorporated jurisdictions, the Contractor shall comply with the applicable provisions of the King County Open Housing Ordinance, codified at Chapter 12.20 of the King County Code, which prohibits practices of housing discrimination against any person on the basis of age, ancestry, color, disability, marital status, national origin, parental status, possession of Section 8 housing assistance, race, religion, retaliation, sex, and sexual orientation.

Projects using federal funds shall also comply with subsections J, K, L, and M below.

J. Additional Federal Nondiscrimination Requirements

The Contractor shall comply with all applicable federal laws prohibiting discrimination, including the following:

1. Presidential Executive Order 11063 as amended and implementing regulations at 24 CFR Part 107;

2. Section 109 of the HCD Act of 1974, as amended (42 USC 5301);

3. The Americans with Disabilities Act (42 USC 1213; 47 USC 155, 201, 218 and 225); and

4. Section 504 of the Rehabilitation Act of 1973 and regulations at 24 CFR Part 8.

K. Prohibited Discriminatory Actions

1. Except where expressly authorized by federal law, the Contractor may not, under any program or activity to which this Contract applies, directly or through contractual or other arrangements, discriminate on the grounds of age, color, creed, familial status, marital status, nationality, religion, race, sex, sexual orientation, or the presence of any, physical, mental or sensory disability. Discriminatory actions may include but are not limited to the following:

   a. Denying any person access to facilities, services, financial aid or other benefits provided under the program or activity;

b. Denying any person services due to limited English proficiency;

c. Providing any person with facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;

d. Subjecting any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;

e. Restricting in any way access to or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;

f. Treating any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity;

g. Denying any person any opportunity to participate in a program or activity as an employee; and

h. Failing to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities and failure to remove architectural and communication barriers that are structural in nature in existing facilities, where such removal can be accomplished without difficulty and expense.

2. The Contractor shall not utilize criteria or methods of administration that have the effect of subjecting individuals to discrimination on the basis of age, color, familial status, nationality, race, religion, sex, or sexual orientation; or mental, physical, or sensory disability; or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular age, color, familial status, nationality, race, religion, sex, or sexual orientation; or the presence of any mental, physical, or sensory disability.

3. The Contractor, in determining the site or location of housing or facilities provided in whole or in part with funds under this Contract, may not make selections of such site or location which have the effect of excluding individuals, denying them benefits, or subjecting them to discrimination on the grounds of age, sex, marital status, familial status, religion, race, creed, color, sexual orientation, nationality, or the presence of any sensory, mental or physical disability; or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the HCD Act or of the HUD Regulations.

L. Employment Projections

In all solicitations under this Contract, the Contractor shall state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements shall constitute compliance with this Section.

M. No Conflict with Federal Requirements.

As indicated by HUD Notice CPD 04-10, a faith-based organization's exemption from the federal prohibition on employment discrimination on the basis of religion, set forth in 42 USC 2000e-1(a), is not forfeited when the organization receives HUD funding.

Faith-based organizations, like any other entity participating in a HUD-funded program, must, however, comply with all the statutory requirements of that particular HUD-funded program. Both the CDBG and HOME Programs contain statutory provisions imposing non-discrimination requirements on all subrecipients, subgrantees or contractors. Religious organizations that believe that certain non-discrimination statutory requirements are substantially burdensome may be entitled to protection under the Religious Freedom Restoration Act [42 USC4000bb-3, 4000bb-2(1)] which applies to all federal law and its implementation. Subrecipients, subgrantees, or contractors should be aware that anti-discrimination provisions of Section 109 of the Housing and Community Development Act of 1974, Section 282 of the HOME Investment partnership Act may pose questions of conformance with Title VII of the Civil Rights Act of 1964 and future court rulings could define more specifically the application of these laws to faith-based organizations. In the event that a provision of this Contract is deemed to be in actual conflict with federal law, the conflicting provision in this Contract shall not apply.

XX. SUBCONTRACTS AND PURCHASES

A. Subcontract Defined

"Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

B. Writing Required

Any work or services assigned or subcontracted hereunder shall be in writing and must be approved by the County as provided in Section XIV. The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and their employees and agents, as it is for the acts and omissions of its own employees and agents, as specified in Subsection XVII (C).

C. Required Contract Terms

The Contractor shall include the applicable provisions of Sections XVIII, XIX,and XX in every subcontract or purchase order for goods or services which are paid for in whole or in part with funds provided under this Contract. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services, which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employee, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

Projects using federal funds must also comply with subsections D, E, F, G and H.

D. Debarred Contractors

The Contractor certifies that neither the Contractor nor any person or entity with a controlling interest in the Contractor is under suspension, debarment, voluntary exclusion or determination of ineligibility from participation in federal assistance programs under Presidential Executive Order 12549 or 12689, "Debarment and Suspension". The Contractor further certifies that neither the Contractor nor any person or entity with a controlling interest in the Contractor has any proceeding pending to suspend, debar, exclude or determine them ineligible from participation in federal assistance programs under Presidential Executive Order 12549 or 12689.

The Contractor shall not make any award at any time to any contractor, which is debarred, suspended or excluded, from participation in federal assistance programs under Presidential Executive Order 12549, "Debarment and Suspension".

The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System http://epls.arnet.gov, which lists all suspended and debarred entities.

E. Subcontracting Requirements

A Contractor which receives federal funds under this Contract also shall include the following Sections in every subcontract or purchase order for goods and services which are paid in whole or in part with funds provided under this Contract: Sections XVII.B, XVIII, K, XIX, and XXII.B; and, if the subcontract is for construction, Sections XXXIV and XXXV.

F. Federal Procurement Requirements

If the Contractor is a municipal corporation or a Contractor of the State of Washington, it agrees to comply with procurement requirements specified in 24 CFR § 85.36(b) through (g). If the Contractor is a nonprofit corporation, it agrees to comply with procurement requirements specified in 24 CFR §§ 84.40 through 84.48 or as otherwise provided in the Project/Program Exhibit. The regulations at 24 CFR § 85.36 (b) through (g) and 24 CFR §§ 84.40 through 84.48, require that all goods and services, irrespective of cost, be procured using a competitive process.

G. Federal Bid Guarantee and Bond Requirements

If the Contractor is subcontracting construction work under this Contract, the subcontract shall require for any construction contracts exceeding $100,000:

1. A bid guarantee from each bidder equivalent to five percent of the bid price;

2. A performance bond from the contractor for one hundred percent of the contract price; and

3. A payment bond from the contractor for one hundred percent of the contract price. The Contractor may, at its discretion, require any of these requirements on construction contracts of less than $100,000. The specific requirements for bid guarantees and bonds are at 24 CFR § 84.48(c) for nonprofit corporations and 24 CFR § 85.36(h) for municipal corporations and agencies of the State of Washington.

H. Failure to Comply is Default

Failure by the Contractor to require compliance with the above terms and conditions in subcontracts shall constitute a breach of this Contract.

XXI. NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

Projects using federal funds shall comply with the following requirements:

A. Federal Requirements

In soliciting subcontractors to supply goods or services for the activities under this Contract, the Contractor shall comply with 24 CFR § 85.36(e) as amended if the Contractor is a municipal corporation or a Contractor of the State of Washington, and 24 CFR § 84.44(b)(1)-(5) if the Contractor is a nonprofit corporation. In accordance with these regulations, the Contractor shall take all necessary affirmative steps to assure M/WBEs and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include those actions specified above in this Section of the Contract.

B. Nondiscrimination in Federally Assisted Construction

The Contractor shall also require compliance with Presidential Executive Order 11246 as amended and 41 CFR Part 60 regarding nondiscrimination in bid conditions for construction projects over $10,000.

XXII. CONFLICT OF INTEREST

A. King County Code Chapter 3.04 Compliance.

1. The Contractor shall comply with applicable provisions of KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of Contract and may result in termination of this Contract pursuant to Section XV and subject the Contractor to remedies stated therein or otherwise available to the County at law or in equity. This section shall not apply to a Contractor that is a municipal corporation which has adopted an employee code of ethics; provided that nothing in this section is intended to contract away such a Contractor's obligation to comply with any KCC Chapter 3.04 provision that applies independent of this Contract.

2. No Preferential Treatment

The Contractor agrees that it will not attempt to secure preferential treatment in dealings with the County by offering any valuable consideration, thing of value, or gift, whether in the form of services, loan, thing, or promise, in any form, to any County official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph its current contracts with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.

3. Disclosure of Current and Former County Employees

To avoid any actual or potential conflict of interest or unethical conduct:

a. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed

by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.

b. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.

c. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

B. No Conflict of Interest

The Contractor shall abide by the provision of 24 CFR §§ 84.42 and 570.611, if applicable, and by the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officer, employees or agents engaged in the award and administration of contracts supported by funds under this Contract;

2. No employee, director, officer or agent of the Contractor shall participate in the selection or in the award, or administration of a contract supported by funds under this contract if a conflict of interest, real or apparent, would be involved. By way of example, such a conflict would arise if such a person, or his or her employer, immediate family member or partner has financial or other interest in the entity selected; and

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to any Contract-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may have or obtain a financial interest in any contract, subcontract or agreement regarding a Contract-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for one year thereafter. For purposes of this paragraph, "covered persons" includes any person who is an employee, agent, consultant, officer, or director of the Contractor or the County

XXIII. BOARD OF DIRECTORS

A. If the Contractor is incorporated, it must have an active, legally constituted board of directors in accordance with the requirements of RCW Chapters 23B or 24, to the extent applicable.

B. The following additional requirements shall apply to the agencies that qualify as non-profit organizations under USC, Title 26, Subtitle A, Chapter 1, Subchapter F, Part 1, Section 501(C)(3).

1. The Contractor shall have a Board of Directors that shall be comprised of neither employees nor relatives of employees, officers, or directors of the Contractor. For the purposes of this Section, a relative is defined as husband, wife, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, grandparent, grandchild, uncle, aunt, domestic partner and child of domestic partner. In addition, the relatives of a

domestic partner shall be considered relatives to the same extent such relatives would be included in this Section, as if the employee and domestic partner were married.

2. The Board of Directors shall meet regularly.

3. The Board of Directors shall cause to be adopted a formal conflict of interest policy for Board members that complies with the applicable provisions of the Internal Revenue Code and its 501(C)(3) status, and addresses issues regarding gifts, financial gain, and improper use of position.

XXIV. CONFIDENTIALITY

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

XXV. PERSONAL INFORMATION – NOTICE OF SECURITY BREACH

A. If the Contractor maintains computerized or other forms of data that includes personal information owned by the County, the Contractor shall notify the County of any breach of the security of the data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590 (2).

B. The Contractor shall provide all information requested by the County including the following in accordance with RCW 42.56.590, KCC 2.14.030, the King County Information Privacy Policy and any other applicable federal, state and local statute:

1. Circumstances associated with the breach;

2. Actions taken by the Contractor to respond to the breach ; and

3. Steps the Contractor shall take to prevent a similar occurrence.

This information shall be provided in a format requested by the County.

C. The County may at its sole discretion, require the Contractor to contact the appropriate law enforcement agency and to provide the County a copy of the report of the investigation conducted by the law enforcement agency. The Contractor shall also provide the County with any information it has regarding the security breach.

D. The Contractor shall conspicuously display King County's Privacy Notice and provide a printed copy upon request.

E. The Contractor shall be responsible for notifying individuals whose personal information may have become available to unauthorized users through a security breach. The Contractor shall also be responsible for any cost associated with notifying the affected individuals. This notification must be in accordance with RCW 42.56.590 (7).

F. If the Contractor demonstrates that the cost of providing notice would exceed $250,000, or that the potentially affected persons exceeds $500,000, or the Contractor does not have sufficient contact information, substitute notice shall consist of the following in accordance with RCW 42.56.590 (7), (c).

1. Email notice when the Contractor has an e-mail address for the subject persons;

2. Conspicuous posting of the notice on the Contractor's web site page, if the Contractor maintains one; and

3. Notification to major County-wide media.

G. For purpose of this section, "personal information" means the same as defined in RCW 42.56.590:

1. An individual's first name or first initial and last name in combination with any one of the following data elements, when either the name or the data elements are not encrypted: social security number; driver's license number or Washington identification card number; or

2. Account number or credit or debit card number, in combination with any required security code; access code, or password that would permit access to an individual's financial account.

XXVI. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Terms used in this Section shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164.

A. Obligations and Activities of the Contractor

1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH). The Contractor shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The Contractor is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

2. The Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C. The Contractor is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.

3. Within two business days of the discovery of a breach as defined at 45 CFR § 164.402 the Contractor shall notify the County of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Contractor to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Contractor is doing to investigate

the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Contractor for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, Web site, or postal address; and any other information required to be provided to the individual by the County pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the County as requested by the County.

4. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract or the law.

5. The Contractor agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the County within two days of the Contractor knowledge of such event.

6. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

7. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.

8. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.

9. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with HIPAA, HITECH or this Contract.

10. The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the County for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, Contractor agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c)(1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the Contractor acting on behalf of the County. The accounting shall be provided by the Contractor to the County or to the individual, as directed by the County.

B. Permitted Uses and Disclosures by Business Associate

The Contractor may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this Section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.

2. In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

Contractor shall reimburse the County, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the Contractor.

XXVII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing; and directed to the Chief Executive Officer of the Contractor and the Director of the County Department of Community and Human Services. Any time within which a party must take some action shall be computed from the date that said party receives the notice.

XXVIII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

In accordance with King County Code Chapter KCC 10.16 and King County Executive Policy CON 7-1-2, the Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

XXIX. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The Contractor and any subcontractor agree, when applicable, to abide by the terms of Chapters 26.44, 69.54, 70.02, 70.96A, 71.05, 71A.10, 71A.14, 71A.18, 71.20, 71.24, and 71.34 of the Revised Code of Washington, rules and regulations promulgated thereunder, the Basic Interagency Contract between the Department of Social and Health Services and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

XXX. POLITICAL ACTIVITY PROHIBITED

A. No Partisan Activity

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

All Projects using federal funds shall also comply with the following subsection:

B. Certification Regarding Lobbying

The Contractor certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXXI. MISCELLANEOUS PROVISIONS

A. Severability. Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

B. Remedies Not Exclusive. No provision of this Contract precludes the County from pursuing any other remedies for the Contractor's failure to perform its obligations.

C. No Third Party Beneficiaries. Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party thereto.

D. This Contract shall be governed by and construed to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court of U.S. District for the Western District of Washington, in Seattle.

XXXII. AFFIRMATIVE MARKETING

A. Federal Marketing Requirements

Each Contractor must adopt affirmative marketing procedures and requirements for projects containing five or more housing units funded with CDBG and/or HOME funds. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. (The affirmative marketing procedures do not apply to families with housing assistance provided by the Public Housing Authority or families with tenant based rental assistance provided with HOME funds.) The County shall annually assess the Contractor's affirmative marketing program to determine the success of affirmative marketing actions and any necessary corrective actions.

B. The affirmative marketing requirements and procedures adopted must include:

1. Methods for informing the public, owners, and potential tenants about federal fair housing laws and the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups;

2. Requirements and practices the Contractor must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirement (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

3. Procedures to be used by the Contractor to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, language interpreters, places of worship, employment centers, fair housing groups, or housing counseling agencies);

4. Records must be kept describing actions taken by the Contractor to affirmatively market units and records to assess the result of these actions; and

5. A description of how the Contractor shall assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

XXXIII. ACCESSIBILITY FOR CAPITAL PROJECTS

Any buildings or other facilities designed, constructed, or altered with federal funds pursuant to this Contract are subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151 - 4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures, and Appendix A to 41 CFR Parts 101-19 and subpart 101-19.6 for general type building). When applicable, certain multi-family housing units designed and constructed for first occupancy after March 13, 1991, with assistance provided under this Contract must comply with the Fair Housing Accessibility Guidelines, 24 CFR Part 100 as amended.

XXXIV. LABOR STANDARDS

Agencies receiving a CDBG and/or HOME award shall comply with Subsections A and C below.

A. Davis-Bacon Requirements

For projects assisted with CDBG funds, this Subsection shall not apply to construction or rehabilitation of residential property consisting of fewer than eight units. For projects assisted with HOME funds, this Subsection shall not apply to rehabilitation of rental property consisting of fewer than twelve units.

All construction work funded in whole or in part under this Contract must be performed in accordance with the Davis-Bacon Act, as amended (40 USC sections 276(a)-276(a)(5)), the Copeland "Anti-Kickback" Act, as amended (40 USC 276(c)) and the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) as further prescribed at 29 CFR Parts 1, 3, 5, 6 and 7. The Contractor will follow all Davis Bacon documentation requirements and regularly submit required documentation to the County, shall maintain records sufficient to evidence compliance with this section and shall make such records available for the County's review upon request.

A copy of the current Davis Bacon wages must be included in all construction bid specifications, contracts, and/or subcontracts over $2,000, except where the project includes a copy of applicable state prevailing wages that are higher than current Davis Bacon wages.

Agencies receiving an award of local funds (HOF, RAHP, HB 2331, Veterans and Human Services Levy or MIDD funds) or federal funds that do not trigger Davis Bacon shall comply with Subsections B and C below:

B. Prevailing Wages

Projects that are not subject to Section A above, shall pay State residential prevailing wage rates as a minimum. Projects that are subject to State prevailing wage requirements of chapter 39.12 RCW shall pay prevailing wages at or above the applicable State classification rate.

The Contractor shall provide annual certification to the County of its compliance with the requirements of this Section. The Contractor shall additionally maintain records sufficient to evidence compliance with this section and shall make such records available for the County's review upon request.

C. Use of Volunteers

The Contractor shall obtain the written approval of the County prior to allowing any volunteers to perform construction work on a project assisted under this Contract.

XXXV. EMPLOYMENT OPPORTUNITIES ON ASSISTED CONSTRUCTION PROJECTS

A. Section 3 Requirements

The work to be performed under this Contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects

covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. Section 3 Criteria for Capital Projects

As set forth in the HCD Plan, Section 3 regulations found at 24 CFR § 135.38 apply to all Project/Program Exhibits which meet all three of the following criteria:

1. The Project/Program Exhibit must include $200,000 or more in total HUD funds from one or more program years;

2. The Project/Program Exhibit must include construction or rehabilitation work as a task that will be funded in full or in part with the HUD funds; and

3. The construction or rehabilitation work that will be funded must have a contract value, which exceeds $100,000. Actual contract value of construction or rehabilitation work is the determining factor, not a cost estimate.

   Additionally, Section 3 regulations are applicable to Project/Program Exhibit(s), which do not initially meet the above criteria but which are amended so as to add funds or change the activities for which the funds are used. Section 3 regulations do not apply to projects that include $200,000 or more in HUD funds when the funds are being used for acquisition and/or professional services only and not for construction or rehabilitation work.

XXXVI. NO BENEFIT TO OWNERS AND DEVELOPERS OF ASSISTED HOUSING

No Contractor, developer or sponsor (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or nonprofit (including a Community Housing Development Organization when acting as an owner, developer or sponsor) may occupy a CDBG, HOME, HOF, RAHP, HB 2331, Veterans and Human Services Levy, MIDD or CX-assisted affordable housing unit in a project. This provision does not apply to an owner-occupant of single family housing or to an employee or agent of the owner or developer of a rental housing project who occupies a CDBG, HOME, HOF, RAHP, HB 2331,Veterans and Human Services Levy or CX-assisted unit as the project manager or maintenance worker.

XXXVII. SUPPLANTING

Any federal CDBG or Homeless Housing and Services (2163) Funds made available under this Contract to provide public (human) services shall not be utilized by the Contractor to reduce or replace the local financial support currently being provided to public (human) service programs. Homeless Housing and Services funds cannot be used in the place of existing housing operations or services funds.

XXXVIII. DRUG FREE WORKPLACE CERTIFICATION AND OTHER FEDERAL REQUIREMENTS

A. Drug-Free Workplace Certification

The Contractor certifies that it is in compliance with the Drug-Free Workplace Act of 1988 (42 USC 701) and regulations set forth at 24 CFR part 24, subpart F.

B. Other Federal Requirements

The absence of mention in this Contract of any other federal requirements that apply to the award and/or expenditure of the federal funds made available by this Contract is not intended to indicate that those federal requirements are not applicable to Contractor activities. The Contractor shall comply with all other federal requirements relating to the expenditure of federal funds, including but not limited to, the Hatch Act (5 USC. Chapter 15) regarding political activities.

XXXIX. CONSTITUTIONAL PROHIBITION

In accordance with the First Amendment of the United States Constitution, Article 1, Section 11 of the Washington State Constitution, and separation of church and state principles, as a general rule, funds received under this Contract may not be used for religious activities. Except where otherwise allowed by federal law, the following restrictions and limitations apply to the use of CDBG and HOME funds:

A. A Contractor may not engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the assistance funded under this Contract. If the Contractor conducts religious activities, the activities must be offered separately, in time and location, from the assistance funded under this Contract, and participation must be voluntary for the beneficiaries of the assistance;

B. In performing under this Contract, the Contractor shall not discriminate a program beneficiary or prospective program beneficiary on the basis of religion or religious belief; and

C. CDBG and HOME funds may be used to rehabilitate or construct facilities and housing owned by primarily religious organizations only to the extent those structures are used for conducting eligible activities consistent with 24 CFR § 570.200, 24 CFR § 92.257, and 24 CFR § 576.23.

XL. PROMISSORY NOTE, DEED OF TRUST AND COVENANT

The Contractor agrees that funding provided under this Contract for the acquisition, construction, improvement and/or rehabilitation of real property (Premises) owned by the Contractor is a loan from the County to the Contractor. The Contractor agrees to promptly execute a promissory note, deed of trust and covenant (if applicable), in a format approved by the County, if required in a Project/Program Exhibit. The Contractor agrees that for real property, which is leased by the Contractor and assisted under this Contract, the Contractor shall obtain a covenant from the owner of the real property in a form approved by the County, if required in any Project/Program Exhibit.

XLI. ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE FOR CAPITAL PROJECTS

The Contractor shall at all times comply with all applicable federal, state, and local laws, statutes, rules and regulations relating to relocation of those persons and households residing at the Premises prior to occupancy by tenants. The Contractor shall be solely responsible for the cost of all relocation benefits required by law.

Capital Projects using federal funds shall also comply with the following subsection.

A. Local Funds Only - Local Relocation Guidelines

Projects that include or will include only local county funds (HOF-CX, Veterans and Human Services Levy, RAHP, 2331, Mental Health, or HIPDD Developmental

Disabilities Funds) for the acquisition, demolition, and or rehabilitation of property that has existing residential tenants who may be displaced shall provide relocation benefits to all displaced households. Effective October 1, 2005, the benefit amount for each displaced household will be $2,462 per household; provided that, if the Joint Recommendations Committee (JRC) of the King County Consortium adjusts the benefit amount in accordance with King County Consortium Supplemental Relocation Guidelines based on changes in the consumer price index, the increased benefit amount shall apply. All tenants selected for relocation shall be given formal notification regarding the need to relocate with a minimum of ninety (90) days notice of the date they must relocate, along with information about why they were selected. Consideration of a longer notice period may be required if the tenant demonstrates a special circumstance (for instance, health reasons) which would be alleviated by extending the notice period. A list of all displaced households, including name, unit number, household size, ethnicity, and monthly gross income shall be provided to the King County Relocation Specialist along with documentation of all the payments made to displaced tenants. All relocation costs shall be included in the project development budget.

B. Federal Acquisition and Relocation Requirements:

Implementation of any project provided for in this Contract will be undertaken so as to minimize involuntary displacement of persons, businesses, nonprofit organizations, or farms to the greatest extent feasible.

The Contractor shall comply with the following:

1. Any acquisition of real property by the Contractor for any activity assisted under this Contract shall comply with the Uniform Relocation Act and 49 CFR Part 24;

2. Any displacement of persons, businesses, nonprofit organizations, or farms occurring as the result of acquisition of real property assisted under this Contract shall comply with the Uniform Relocation Act, at 24 CFR Part 42 and 49 CFR Part 24 as amended, and the County's Residential Anti-displacement and Relocation Assistance Plan required by federal regulations at 24 CFR § 570.606(c), and adopted by the County Council as part of the HCD Plan. The Contractor shall comply with the Regulations pertaining to costs of relocation and written policies, as specified by the King County Residential Anti-displacement and Relocation Assistance Plan; and

3. When any lower-income dwelling units are demolished or converted to a use other than a lower-income dwelling unit, in connection with an activity assisted under this Contract with federal funds, the units must be replaced on a one-for-one basis. Lower-income dwelling units are defined as a dwelling unit with a market rent (including utility costs) that does not exceed the applicable Fair Market Rent for existing housing as established by HUD and published annually, pursuant to 24 CFR Part 888. The Contractor must comply with the one-for-one replacement of housing requirements of Section 104(d) of the HCD Act, as amended. The implementing regulations are found at 24 CFR Part 42, and for CDBG funds at 24 CFR § 570.606.

XLII. PROPERTY MANAGEMENT FOR CAPITAL PROJECTS

The Contractor shall engage in sound property and program management practices and at all times operate and maintain the Premises in a manner which fully complies with all applicable federal, state, and local laws, statutes, rules and regulations covering health and

safety issues in order to provide decent, safe and sanitary housing, as now in effect or as may be hereafter amended. The Contractor specifically agrees to comply and pay all costs associated with achieving such compliance without any notice of requirement or requirements from the County, and that the County does not waive this section by giving notice of demand for compliance in any instance.

The Contractor shall throughout the term of this Contract, without cost or expense to the County, keep and maintain the Premises and all improvements, landscaping, fixtures and equipment which may now or hereafter exist thereon, in a neat, clean and sanitary condition, and shall, except for reasonable wear and tear, at all times preserve the Premises in good and safe repair.

If, after 30 days notice from the County, the Contractor fails to maintain or repair any part of the Premises or any improvement, landscaping, fixtures or equipment thereon, the County may, but shall not be obligated to, enter upon Premises and perform such maintenance or repair and the Contractor agrees to pay the costs thereof to the County upon receipt of a written demand.

XLIII. TAXES AND LICENSES

The Contractor shall pay throughout the term of this Contract, all applicable taxes, and all licenses and excise fees covering the ownership and operations of the Premises.

XLIV. PROCEDURE IN THE EVENT OF CASUALTY/CONDEMNATION FOR CAPITAL PROJECTS

A. In the event that all or any portion of the Premises is taken or conveyed as a result of any condemnation proceeding or damaged as a result of any casualty, the County and the Contractor agree that the proceeds of any condemnation or casualty affecting the Premises shall be made available for the repair or restoration of the real property if the County and the Contractor in their reasonable judgment agree that:

1. Repair or restoration of the real property is feasible and that sufficient funds are available to complete such work;

2. After the completion of work, the real property can be feasibly operated within the restrictions and requirements of the Project/Program Exhibit; and

3. More than two years remain after the completion of the work until the end of this Contract.

B. The County and the Contractor shall meet as necessary to discuss in good faith the rebuilding or repair of the real property and reach a decision with respect thereto within 60 days after the occurrence of the casualty or condemnation. If the parties cannot in good faith agree to repair or restore the real property as provided above, then any proceeds of the casualty or condemnation, within 60 days of demand, shall be paid first to satisfy the County's lien. The balance of the proceeds shall be paid to the Contractor.

IN WITNESS HEREOF, the parties hereto have caused this contract to be executed and instituted on the date above written.

KING COUNTY:

FOR
King County Executive

Date

CONTRACTOR:

Signature

Name (Please type or print)

Date

Approved by DCHS Director

Approved as to Form: December 2011

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Cities Insurance Association of Washington

CERTIFICATE OF INSURANCE

ISSUE DATE: 01/27/2012

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 MEMORANDUM OF COVERAGE (MOC) 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 MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COVERAGE PROVIDED BY
CANFIELD 19108 140TH AVENUE N.E. WOODINVILLE, WA 98072-6874 PHONE (425) 482-6787 FAX (425) 482-2777	GENERAL LIABILITY CIAW / Munich Re AUTOMOBILE LIABILITY CIAW / Munich Re PROPERTY CIAW / Munich Re CIAW / Great American Insurance Company CRIME / PUBLIC EMPLOYEE DISHONESTY CIAW / Munich Re
INSURED	
City of Black Diamond P.O. Box 599 Black Diamond, WA 98010	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING 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 MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	CIAW111234517	09/01/2011	09/01/2012	GENERAL AGGREGATE PRODUCT-COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE ANNUAL PROGRAM AGGREGATE	$20,000,000 $20,000,000 $10,000,000 $10,000,000 $50,000,000
(LIABILITY IS SUBJECT TO A $ 100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO (LIABILITY IS SUBJECT TO A $ 100,000 SIR PAYABLE FROM PROGRAM FUNDS)	CIAW111234517	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT ANNUAL PROGRAM AGGREGATE	$10,000,000 $50,000,000
PROPERTY					
(PROPERTY IS SUBJECT TO A $ 25,000 SIR PAYABLE FROM PROGRAM FUNDS)	CIAW111234517	09/01/2011	09/01/2012	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC ANNUAL PROGRAM AGGREGATE	$100,000,000 $15,000,000 $15,000,000 NONE
CRIME / PUBLIC EMPLOYEE DISHONESTY					
	CIAW111234517	09/01/2011	09/01/2012	PER LOSS	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

5th Ave Watermain Replacement project. King County, its officers, officials, employees and agents are named as Additional Insureds as respects to claims arising out of the negligence of the Named Insured and are subject to coverage terms, conditions and exclusions. Additional Insured endorsement is attached

CANCELLATION

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

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Attn: Kathy Tremper, Community Develmt Coordinator King County Dept of Community and Human Services 401 Fifth Avenue, Suite 510 Seattle, WA 98104	Susan Alderin

2528403

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GENERAL LIABILITY COVERAGE PART

How Coverage is Changed

It is agreed that the interest of any Additional Insured is recognized as their interests may appear, providing the certificate of insurance that this is attached to has been issued and is on file with the Company.

Other terms:

All other terms of your Memorandum of Coverage remain the same.

EXHIBIT II
CITY OF BLACK DIAMOND
BLACK DIAMOND FIFTH AVENUE WATERMAIN DESIGN (C12226)

Contract No.: 5427808	Project No.: C12226 - 1111374
King County Project Manager: Eric Jensen	Agency Contact Person: Seth Boettcher
Start Date: March 23, 2012	Telephone: (360) 886-2560 Fax: (360) 886-2592
End Date: May 31, 2013	E-Mail: sboettcher@ci.blackdiamond.wa.us

I. WORK STATEMENT

The Agency known as the City of Black Diamond (hereinafter referred to as "the Contractor" agrees to perform all those activities described in this Exhibit beginning on March 23, 2012, and completing on May 31, 2013. All such activities shall be provided in a manner which fully complies with all applicable federal, state and local laws, statutes, rules and regulations, as are now in effect or hereafter may be amended. The total amount of reimbursement pursuant to this Exhibit shall not exceed $41,000 in King County Development Block Grant (CDBG) funds. The Catalog of Federal Domestic Assistance (CFDA) number for the CDBG Program is 14.218.

II. PROGRAM DESCRIPTION

A. Goal

Develop and implement stronger prevention measures to avoid or prevent homelessness, and create or preserve supportive housing for those who are homeless or at risk of homelessness to achieve the goal of ending homelessness by improving the living environment in low- and moderate-income neighborhoods/communities in accordance with jurisdictions' adopted Comprehensive Plans and the Countywide Planning Policies.

B. Outcome

The community is a healthier and/or safer place to live, and/or has more amenities, including improved water quality and flow. The increase in size will bring this area up to city fire flow standards. Upon completion of this Exhibit, the Contractor will have approved design specifications to complete the construction of a water main along Fifth Avenue in the City of Black Diamond to serve its residents.

C. Indicators

Upon completion of the project, the Contractor shall have engineered design documents (plans, specifications, and estimates) that will be used for the eventual construction of infrastructure improvements that include the replacement of 850 lineal feet of four-inch asbestos water main with an eight-inch ductile iron water main, along with two outdated fire hydrants.

D. Program Requirements

The Contractor shall utilize King County CDBG funds for eligible costs related to the design of for the construction of an eight-inch ductile iron water main, along with two outdated fire hydrants along Fifth Avenue starting at Lawson Street past Pacific Street to the south and to the end of Fourth Avenue in the City of Black Diamond.

1. The Contractor shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, County, state, and federal law.

2. The Contractor and the County agree to facilitate the completion of the project.

   The scope of the services to be performed under this Contract consists of the items listed in the Community Development Block Grant Application submitted for this funding.

3. Environmental Review

   a. Tier I of an environmental review record (ER) has been completed for the design and specification phase of the project per 24 Code of Federal Regulations (CFR) 58.34(a)(8).

   b. A Tier II environmental record, in accordance with 24 CFR 58.5, shall be completed by King County staff for the full construction phase of this project, before any construction work begins. Any mitigation measures identified in the Tier II ER shall be incorporated into the Contract and shall be included in the construction contract for implementation and completion of this project.

4. Design Project Requirements

   a. The Contractor shall appropriately solicit Request for Proposals, award the contract, and contract for design of the project. In such a contract the Contractor shall assume the rights and responsibilities of owners of the project, except that the County shall provide funds for the improvement generally described in Section III.C.2. of this Exhibit.

   b. In the event not all design plans can be made within the project funds, the Contractor shall determine the priority of the design plans to be made.

   c. Prior to entering into any subcontract under this Exhibit, the Contractor shall forward to the County copies of all contract documents.

   d. The Contractor shall implement the project within the program year and submit both vouchers and required reports to the County in a complete and timely manner.

   e. The Contractor shall provide documentation to the County at project completion showing that the project activities were completed in accordance with this Exhibit and tasks set forth in the application for funds.

f. The Contractor shall perform all necessary and appropriate community information activities.

5. Public Information

a. In all news releases and other public notices related to projects funded under this Agreement, the Contractor shall include information identifying the source of funds as the King County Community Development Block Grant Program.

b. During construction projects, the Contractor shall erect a durable and adequately visible sign at the construction site, identifying the source of funds, such as: "Funding for this project was provided by King County Community Development Block Grant Program."

c. The Contractor shall place a plaque permanently in the highest foot traffic area readily visible to the public. The size should be at a minimum 12" by 12". The plaque should contain the following:

FUNDING FOR FIFTH AVENUE WATER MAIN
PROVIDED BY
THE KING COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM AND
CITY OF BLACK DIAMOND
THROUGH THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT
[DATE]

6. Labor Standards

The work performed by this Contract may also be subject to the State's prevailing wage laws, Chapter 39.12 Revised Code of Washington (RCW). The Contractor is advised to consult with the Washington State Department of Labor and Industries to determine the prevailing wages that must be paid.

7. County Review and Approval of Procurement Documents

a. The Contractor shall prepare all necessary plans, specifications and bid documents for the project. All specifications and drawings shall be in conformance with current standards and general specifications set forth in the CDBG application for this project.

b. The Contractor shall submit a draft of the following procurement documents to the County for review and approval at least 15 days prior to preparing the final version and advertising or soliciting responses for any type of good or service including, but not limited to, professional services and construction services:

i. Construction bid specifications;

ii. Invitation to bid;

iii. Request for proposals; and

iv. Request for qualifications.

c. The draft procurement documents shall include provisions required in the contract. The Contractor shall specify the location in the draft procurement document of each of the required provisions.

d. The Contractor shall not prepare a final version of any of the above documents and advertise or solicit responses without the written approval of the County.

8. The Contractor shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state, and federal law.

a. The Contractor shall appropriately bid, award the contract, and contract for construction of the project. In such a contract the Contractor shall assume the rights and responsibilities of owners of the project, except that the County shall provide funds for the improvement generally described below.

To replace four-inch asbestos water main with an eight-inch ductile iron water main, along with two outdated fire hydrants in the City of Black Diamond.

b. In the event not all improvements can be made within the project funds, the Contractor and the County shall jointly determine the priority of the improvements to be made.

c. Prior to entering into any subcontract under this Contract, the Contractor shall forward to the County copies of all Contract documents.

d. The Contractor shall designate a person or persons to provide project management during design and coordinate with the assigned Housing and Community Development (HCD) Project Manager.

e. The Contractor shall provide documentation to the County at project completion showing that the project activities were completed in accordance with this Contract. The Contractor shall provide the County with one set of final record documents ("As-Built" plans) which are stamped, certified, and signed.

9. Fixed Price Procurement

In accordance with Section XX.F. of this Contract, the Contractor agrees to use a more restrictive procurement procedure than that specified in complying with procurement requirements specified in 24 CFR § 85.36(b) through (g). The Contractor agrees to use only lump sum fixed price contract for all goods and services procured with funds provided under this Contract.

10. Construction Project Requirements To Be Incorporated Into Bid Specifications

a. The Contractor shall not authorize any work under a construction contract assisted in whole or in part under this Contract to proceed until and unless King County Housing and Community Development Program staff have presented each prime contractor with detailed information regarding compliance with CDBG Program Regulations including, but not limited to, federal labor standards, at a preconstruction conference.

b. During the course of construction, the Contractor shall facilitate standing weekly construction meetings with the assigned Contractor Representative, the prime contractor, and the assigned King County Project Manager.

c. The Contractor shall include in construction bid specifications and construction contracts assisted in whole or in part under this Contract, provisions requiring each prime construction contractor to submit a completed King County Final Affidavit of Amounts Paid to the County. The form, to be provided by the County, shall be submitted by the Contractor to the County prior to the Contractor's release of retainage to each prime contractor.

d. The County shall retain ten percent of the value of funds provided under this Exhibit. The County shall disburse the retained amount upon the County's verification that the Contractor has complied with the provisions of this Contract that are applicable to construction contracts.

e. The Contractor shall implement the project within the proposed timeline and submit both vouchers and required reports to the County in a complete and timely manner.

f. Prior to any payment on the project, pre-approval must be received from County staff that federal labor requirements have been met. If the Contractor pays before the County approves, the Contractor shall be responsible for any compliance problems.

g. Weekly payrolls of construction activity and supporting documents for labor compliance shall be submitted to: King County Housing and Community Development, Attn.: Randy Poplock, 401 Fifth Avenue, Suite 510, Seattle, WA 98104 prior to any payment of CDBG funds. Upon review and approval of said documents, the Contractor shall be advised by the County that payment can be made.

h. The Contractor shall provide documentation to the County at project completion showing that the project activities were completed in accordance with this Exhibit.

11. Section 3 Requirements

a. The Contractor shall comply with Section 3 requirements set forth at 24 CFR Part 135. Compliance with Section 3 requirements includes, but is not limited to, incorporating the Section 3 Clause set forth at 24 CFR Part 135.38 and Section 3 Requirements provided by the County into

construction bid specifications, invitations to bid and/or requests for proposals as well as construction contracts with a contract value which exceeds $100,000.

b. A copy of the Section 3 report for the Project shall be prepared by the Contractor and submitted to:

King County Housing and Community Development
Attn: Dave Mecklenburg
401 Fifth Avenue, Suite 510
Seattle, WA 98104
Dave.Mecklenburg@kingcounty.gov

E. Records and Reports

The Contractor shall maintain files for this project containing the following items:

1. Documentation demonstrating the Contractor's determination of eligibility for the project activity and the national objective met per CDBG Program regulations;
2. Notice of Grant Award;
3. Motions, resolutions, or minutes documenting Board or Council actions;
4. A copy of this Exhibit and the County's notice to proceed on this project;
5. Correspondence regarding budget revision requests;
6. Copies of all invoices and reports submitted to the County for this project;
7. Bills for payment;
8. Copies of approved invoices and warrants;
9. Payroll time sheets for actual salary and fringe benefit costs, time sheets signed by a supervisor and annotated to document percent of time charged against this project if less than full time;
10. Documentation, such as log sheets, of copy machine use, postage, telephone use, and office supplies when these costs are shared with other programs and no invoice is available, or alternative, annotated invoices may be used to document charges as appropriate;
11. Documentation of mileage charges for private auto use;
12. Documentation of the solicitation process used to select vendors and subcontractors with original purchase orders and subcontracts;
13. Documentation related to adherence to labor compliance rules and regulations and report submittal related to such;
14. The Contractor shall submit project status information on a Program Accomplishment form; and/or
15. The Contractor shall submit detailed project funding information at the completion of the project on a Completed Project Funding Report form.

III. COMPENSATION AND METHOD OF PAYMENT

A Billing Invoice Requirements

1. The Contractor shall submit invoices to the County within ten business days after the end of each quarter in which the Contractor incurs costs reimbursed under this Exhibit.

2. The Contractor shall submit invoices to the County in the form of a 2012 CDBG Program Voucher Reimbursement Request form. Such forms shall be signed by an authorized representative of the Contractor and shall be accompanied by copies of supporting documents.

3. The County shall retain ten percent of the value of funds provided under this project Exhibit until all design activities are completed. The County shall disburse the retained amount with the final invoice upon the County's verification that the Contractor has complied with the provisions of this Exhibit.

B. Method of Payment

The Contractor shall be reimbursed for satisfactory completion of the requirements specified in this Exhibit in a sum not to exceed $41,000.

C. The Contractor shall apply the following CDBG funds to the project in accordance with the Line Item Budget Summary below.

1. CDBG Funds

King County Community Development Block Grant – Funds; South Sub-Region	$41,000
Total CDBG Funds: CFDA 14.218	$41,000

2. Line Item Budget

Item	CDBG Funds	Other Matching Funds	Total Funds
*Environmental Review (King County Set-aside)	$ 4,000	$	$ 4,000
Architect and Engineering Design	$37,000	$	$37,000
Project Management	$ 0	$	$ 0
Sub-Total* (Less Environmental Review Cost)	$37,000	$	$37,000
Total Project Budget:	$41,000	$	$41,000

*Environmental Review (King County Cost Set-aside): This amount is set-aside until final environmental review costs are determined. Any balance remaining shall be available for expenditure by Budget Revision Request from the Contractor, not to exceed total CDBG funds of $41,000.

D. Project Milestones

1. Proof of meeting accomplishments or milestones shall be submitted with each voucher for reimbursement. Milestones may be amended from time to time with the prior approval of the County through a Contract amendment.

2. The Contractor shall implement the project in accordance with the following schedule.

Milestones	Projected Completion Date
Environmental Review Complete – Tier I	March 22, 2012
Procure Design/Engineering	April 2012
Design Complete, Bid Specs Submitted for County Review	July 2012
Closing Documentation Submitted for Design	July 2012

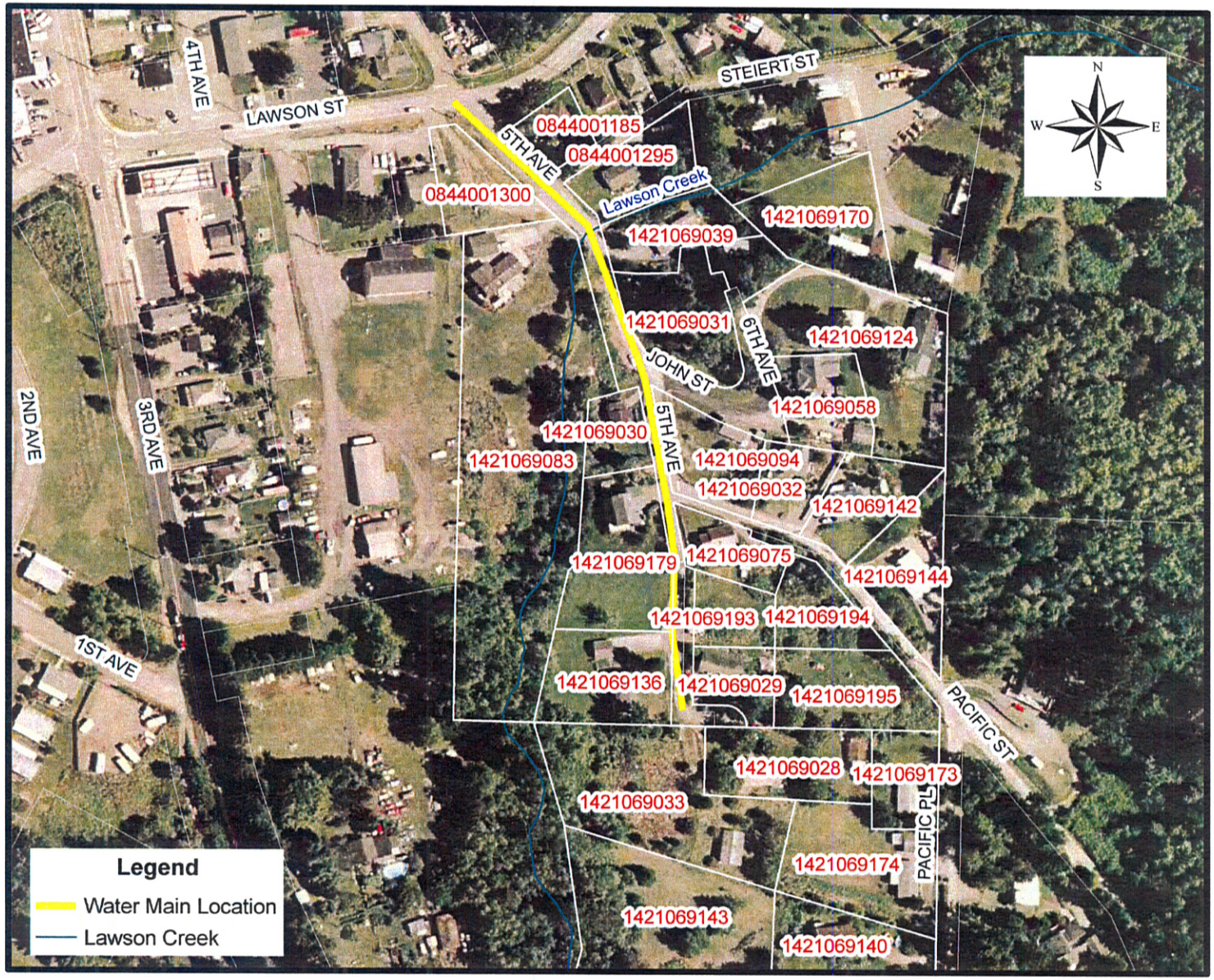
IV. REPORTING REQUIREMENTS

A. The Contractor shall submit a Program Accomplishment form in a format provided by the County within ten business days after the end of each quarter.

B. The Contractor shall submit a Completed Project Funding Report form in a format provided by the County with the final invoice.

5TH AVENUE WATERMAIN REPLACEMENT
CITY OF BLACK DIAMOND

BENEFITTING PARCELS



FIFTH AVENUE WATER MAIN REPLACEMENT

ANTICIPATED SCHEDULE

*July/August 2012	Engineer Selection
August 2012	Engineer Contract
November/December 2012	Grant amendment for construction money
December 2012/January 2013	Project out to Bid
February/March 2013	Construction Contract Award
July – September 2013	Project Construction

* King County CDBG does not allow engineers under contract with the City to perform the engineering or to participate in the engineer selection process. The City will have to go through the selection process for an engineer to work specifically on this project.

Capital Improvement Plan 2013 - 2018

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

PROJECT TITLE **5th Ave Water Main Replacement**

DESCRIPTION

Replace 850 feet of 4 inch dead end asbestos concrete water main from 5th Ave intersection with Lawson St. South to the end of the road. Two fire hydrants also need to be replaced.

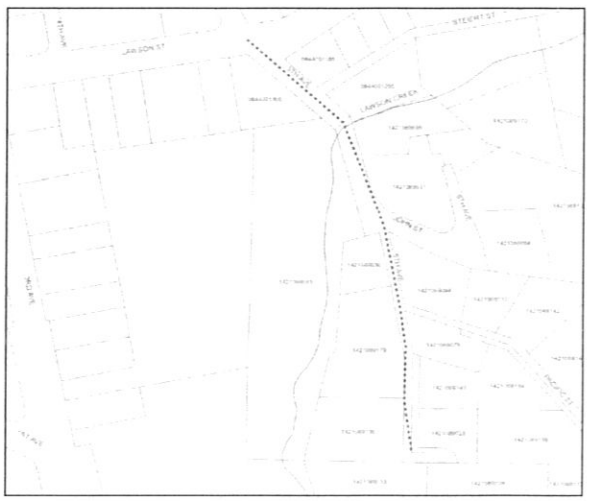
BACKGROUND

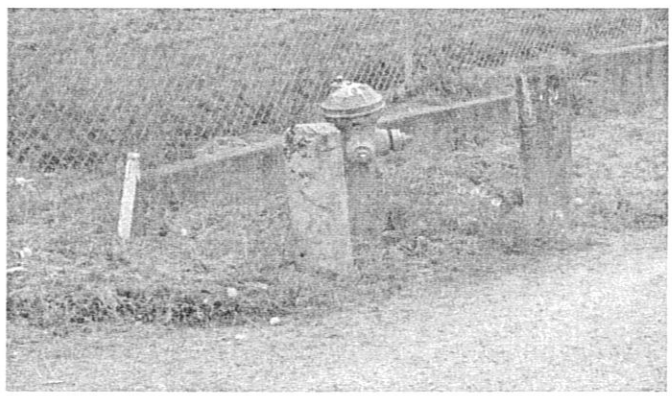
There is a lack of fire flow in this area and with low quality water pipe on a dead end line the service reliability is also very low. The City was selected for a CDBG Grant for this project in 2011. The grant agreement is expected in May or June of 2012. The City is trying to expedite the project so as to complete the construction while Lawson Creek is dried up.

COMMENTS

This project might be delayed to 2013 if it cannot be completed while Lawson Creek is dry in the summer of 2012 and is also shown in the 2013 budget year.

		Capital Plan 2013 - 2018					
CAPITAL PROJECT COSTS	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Construction Engineering	15,000	15,000					
Construction Costs	160,000	160,000					
TOTAL COSTS	**175,000**	**175,000**	**-**	**-**	**-**	**-**	**-**
REQUESTED FUNDING	**Total $ Requested 2013-2018**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Grants	160,000	160,000					
REET II	15,000	15,000					
TOTAL SOURCES	**175,000**	**175,000**	**-**	**-**	**-**	**-**	**-**





Fire Hydrant on Fifth Ave.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:
Resolution No. 12-813, awarding a construction contract to Scotty's General Construction, Inc. for the Roberts Drive Sidewalk Improvements Project in the amount of $241,897.60.

Cost Impact: $265,897.60
Fund Source: TIB Grant, Streets Budget
Timeline: Summer 2012

Agenda Date: June 21, 2012 — **AB12-044**

Department/Committee/Individual	
Mayor Rebecca Olness	
City Administrator –	
City Attorney –Chris Bacha	
City Clerk – Brenda L. Martinez	
Finance – May Miller	
Public Works – Seth Boettcher	
Economic Devel. – Andy Williamson	X
Police – Jamey Kiblinger	
Court – Stephanie Metcalf	
Comm. Dev. – Steve Pilcher	

Attachments: Resolution No. 12-813, Bid and Contract Form, Bid Tabulation, Staff Report, 2012-2017 CIP Page, Pictures

SUMMARY STATEMENT:

See attached Staff Report

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 12-813, authorizing the Mayor to execute a $241,897.60 contract with Scotty's General Construction, Inc. for the Roberts Drive Sidewalk Improvements Project and authorizing $24,000.00 to cover potential change orders.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
June 21, 2012		

RESOLUTION NO. 12-813

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AWARDING THE LOW BID ON THE ROBERTS DRIVE SIDEWALK IMPROVEMENTS PROJECT TO SCOTTY'S GENERAL CONSTRUCTION, INC.

WHEREAS, the City received a Transportation Improvement Board grant for the Roberts Drive Sidewalk Improvements Project with a current amount of $285,552; and

WHEREAS, the City has a match requirement of $54,710; and

WHEREAS, the City has planned and budgeted for the Roberts Drive Sidewalk Improvements Project; and

WHEREAS, the City has received bids on June 13, 2012; and

WHEREAS, Scotty's General Construction, 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. Award the bid of the Roberts Drive Sidewalk Improvements Project to Scotty's General Construction, Inc. in the amount of $241,897.60 for the construction of the Roberts Drive Sidewalk Improvements Project and authorize the Mayor to execute a contract for the same, substantially in the form attached hereto as Exhibit A.

Section 2. The City Council authorizes additional expenditures of up to $24,000.00 to cover any change orders that may come up during construction.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JUNE, 2012.

CITY OF BLACK DIAMOND:

_____

Rebecca Olness, Mayor

Attest:

_____

Brenda L. Martinez, City Clerk

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the City Clerk, Black Diamond City Hall, 24301 Roberts Drive, Black Diamond, Washington 98010, until 2:00 p.m., June 13, 2012, for the construction of **Roberts Drive Sidewalk Improvements**. The bids will then be opened and publicly read for the construction of improvements in the Public Works Conference Room, unless otherwise posted. Proposals received after the time fixed for opening will not be considered.

The work to be performed under this contract includes the construction of sidewalks, stormwater facilities, and pedestrian lighting along 900 feet of Roberts Drive in the City of Black Diamond. Other elements include signage, walls, utility adjustments, and other work as required to complete the project. The Engineer's opinion of probable cost is between $200,000 and $275,000.

Contract documents including plan drawings, specifications, addenda, and plan holders list for this project will be available for viewing and downloading on-line through Builders Exchange of Washington, Inc. (BXWA) at http://www.bxwa.com. To view the documents on BXWA's website, select the following links: "Posted Projects"; "Public Works"; "City of Black Diamond"; "Projects Bidding". Bidders are encouraged to "Register as a Bidder" in order to receive automatic e-mail notification of future addenda and be placed on the "Bidders List". Contact the Builders Exchange of Washington at (425) 258-1303 should you require further assistance.

Contract Documents, including plan drawings, specifications, addenda, and plan holders list for this project will be available for review at Daily Journal of Commerce Plan Center, www.djc.com.

Informational copies of the plans and specifications are on file for inspection at the Public Works Department located at 24301 Roberts Drive, Black Diamond, Washington.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Black Diamond.

The City of Black Diamond reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding.

No bidder may withdraw his proposal after the hours set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding forty-five (45) days.

Daily Journal of Commerce First Publication: May 30, 2012 and June 6, 2012.

Covington and Maple Valley Reporter: June 1, 2012 and June 8, 2012.

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STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Contractor Scotty's General Construction, Inc.

Address: 20405 SE 344th Street, Auburn, WA 98092

Phone Number: (253) 631 3477 Fax Number: (253) 735 1092

Washington State Department of Labor and Industries Registration No.: 229, 688-00

State Unified Business Identifier No.: 600 600 398
Expiration Date: 10/31/2012

Employment Security Department No.: 601502-00 8

State Excise Tax Registration No.: A15 5424 13

Number of years the Contractor has been engaged in the construction business under the present firm name indicated: 25+

Gross dollar amount of work under contract: 750K

Gross dollar amount of contracts not completed: 200K

Type of work generally performed by Contractor:

Earthwork, underground utilities, general contractor

List of five public projects of a similar nature which have been completed by the Contractor within the last five years and the gross dollar amount of each project:

Project Title	Agency	Contact & Phone No.	Year Completed	Bid Amount
see attached				

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Bank References: Northwest Commercial Bank

Have you changed bonding companies within the last three years? no

If so, why? (Optional): _____

Have you been disqualified from bidding on any public works contract? no

Have you ever sued or been sued by the client on any public works contract for a special district, municipality, county, or state government? no

Who? _____

For what reason? _____

Disposition of case, if settled: _____

Name of Superintendent to be used on the project and how long with your company:

Ted Scott (25+ years) or Tom Sharek (17+ years)

Scotty's General Construction, Inc.
Bidder

By _____
Signature

President
Title

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Scotty's General Construction, Inc.
20405 SE 344th Street
Auburn, WA 98092

CONSTRUCTION PROJECTS

Project	Owner	Contract Amount	Completed	Reference
Nisqually Administration Project	Nisqually Tribe of Indians	$298,464.00	current	Greg Primm (Korsmo Construction)
54th Ave E Water Main Improvements	City of Fife	$44,572.54	2012	Ken Gill
59th Ave East Roadway Improvements - Phase I	Puyallup Tribe of Indians	$1,199,615.77	2012	Greg Byler
Rottler Manufacturing/Northstar	Steve Rottler	$259,006.00	2012	Steve Rottler
H & M Bay - Kent Facility	H & M Bay, Inc.	$201,071.29	2012	Matt Hough (CPH Consultants)
Southcenter West	Kidder Mathews	$64,985.00	2012	Mark Dyason (Kidder Mathews)
EQC - Tacoma Parking Lot Improvements	Puyallup Tribe of Indians	$229,837.00	2011	Les Martin (Aecon)
REI Corporate Parking Lot	REI, Inc.	$129,910.00	2011	Jason Vandenberg (Jackson Dean)
McLendon's Hardware/Northway	McLendon's	$151,171.94	2011	Kyle Fry
I-Fly/Kirby Electric	I-Fly	$19,705.00	2011	Doug Kirby
Peterson Cold Storage/Donovan Brothers	The Peterson Company	$89,101.00	2011	Brian Ward
Shasta Beverages Warehouse	Shasta Beverages Inc.	$200,076.00	2011	Wayne Willaims
Smith Fire Systems, Inc.	Smith Fire Systems, Inc.	misc	2011	Justin Smith
Evergreen Heights Elementary School	Auburn School District	$72,767.13	2011	Bob Kenworthy
Nissan of Auburn	NOA LLC	$397,971.74	2010	Greg Rairdon
Tacoma RV Center	LaDonna Kummerfeldt	$36,174.75	2010	LaDonna Kummerfeldt
Black Diamond Morgan St Phase II Sidewalks	City of Black Diamond	$381,345.00	2010	Dan Del Santo
Midway Sewer District SWP 2010-A	Midway Sewer District	$58,018.58	2010	Marc Monteith
Red Wind Casino/Aecon Buildings	Nisqually Tribe of Indians	$10,315.00	2010	Greg Evans (Aecon)
Les Gove Neighborhood Improvements Phase 2	City of Auburn	$298,850.00	2010	Larry Dahl
Peterson Parking Lot Improvements	The Peterson Company	$160,850.00	2010	George Lyden
Sun Meadows Storm Improvement	City of Kent	$363,000.00	2010	Phil McConnell
Transition Assistance Program	Auburn School District	$185,785.00	2010	Bob Kenworthy
New Life Community Church	New Life Community Church	$80,000.00	2010	Steve Stainer
Emerald Queen Casino	Puyallup Tribe of Indians	$40,000.00	2010	Steve Berg
Emerald Queen Casino/Aecon Buildings	Puyallup Tribe of Indians	$6,779,693.63	2009	Greg Evans
Scarff Ford Covington	Scarff Ford	$72,000.00	2009	Stuart Scarff
AMB Distribution	Benaroya Company	$3,182,000.00	2009	Alan Peterson
Lake Sawyer Christian Church	Lake Sawyer Christian Church	$68,000.00	2009	Mark Loranger
Alene Barton RV Park	Covington Water District	$17,449.99	2008	Jade Sullivan
Alene Barton RV Park	Alene Barton	$15,682.14	2008	Alene Barton
Lake Sawyer Christian Church	Lake Sawyer Christian Church	$645,000.00	2006	Doug Klein
PRV & Check Station 180th Ave SE	Covington Water District	$50,238.82	2007	Jade Sullivan
Wal Mart On-Site	Greg Oliphant	$1,408,000.00	2007	Greg Oliphant
Wal Mart Out-parcel	Greg Oliphant	$414,425.00	2007	Greg Oliphant
Auburn Municipal Building	City of Auburn	$343,000.00	2005	Dave Buckholtz
Diamond Square	Wayne Courtney	$512,000.00	2005	Greg Primm
Red Wind Casino	Nisqually Indian Tribe	$1,793,832.00	2005	Greg Evans

Misc Poe Projects including: PWI International Place (708K), Lilly Road Medical (85K), Pier One (569K), White River Credit Union (376K), Meridian Marketplace (126K), Atlas Building (206K), A & E Channel Retail (163K), Fife Car Wash (212K).

PROPOSAL

Bidder Scotty's General Construction, Inc.

Date June 13, 2012

Honorable Mayor and Council
City of Black Diamond
Black Diamond, Washington 98052

Gentlemen:

Pursuant to and in compliance with your invitation for bids for construction of **Roberts Drive Sidewalk Improvements**, *Instructions to Bidders* and other documents relating thereto, the undersigned has carefully examined the drawings and specifications as well as the premises and conditions affecting the work and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvement, in strict accordance with the contract documents, specifications and drawings, for the amount shown:

TOTAL Two Hundred Forty One Thousand Four Hundred Dollars & 60/100s ($ 241,400.60)

If the undersigned is notified of the acceptance of this proposal within forty-five (45) days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above work bid, in the form of the contract bound in these specifications, and to provide a surety bond as required by the specifications.

The undersigned further agrees that the proposal guaranty accompanying this proposal be left in escrow with the Owner; that the liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named contract and surety bond, for any or all units of this proposal accepted by the Owner, will be equal to five percent (5%) of the amount bid for such unit or units, and that if the undersigned defaults in executing that contract and in furnishing the surety bond within twenty (20) calendar days of the award of the contract, then the bid guaranty shall become the property of the Owner. If, however, this proposal or any part thereof is not accepted within forty-five (45) days of the times set for the opening of bids, or if the undersigned executes and delivers said contract and surety bond, the bid guaranty shall be returned to the bidder.

The party by whom this proposal is submitted and by whom the contract will be entered into, in case the award is made to him, is

Scotty's General Construction, Inc. — *Firm Name*

Corporation/Partnership/Individual — *(Circle One)*

doing business at 20405 SE 344th Street — *Address*; Auburn, WA — *City, State*; 98092 — *Zip*

which is the address to which all communications concerned with this proposal and contract should be sent.

The name of the president, treasurer, and manager of the bidding corporation, or the names of all persons and parties interested in this proposal as partners or principals are as follows:

Name	Address
Rodger C Scott, President	20405 SE 344th Street, Auburn, WA 98092
Douglas R Scott, VP	34230 204th Ave SE, Auburn, WA 98092

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities, at the prices submitted in the bid schedule and in the form as indicated below, is attached hereto:

CASH ☐ IN THE AMOUNT OF $_____

CASHIER'S CHECK ☐ IN THE AMOUNT OF $_____

CERTIFIED CHECK ☐ $_____ PAYABLE TO THE *CITY OF BLACK DIAMOND*

PROPOSAL BOND ☑ IN THE AMOUNT OF 5 PERCENT OF THE BID

PROPOSAL SIGNATURE SHEET

PROJECT: Roberts Drive Sidewalk Improvements

June 13, 20 12
Date

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 have agreed to the provisions of this declaration.

Scotty's General Construction, Inc.
Bidder

By: _____
Authorized Official

Rodger C. Scott
Printed

President
Title

Address: 20405 SE 344th Street
Auburn, WA 98092

Receipt of Addenda numbered 1, _____, _____, _____, _____ is hereby acknowledged.

Note: (1) If the bidder is a co-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.

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BID SCHEDULE – BASE BID							
Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount	
22.	7-12	Adjust Water Valve Box to Grade	EA	3	$ 200.00	$ 600.00	
23.	7-14	Moving Existing Hydrant	EA	1	$ 1,000.00	$ 1,000.00	
24.	7-15	Adjust Water Meter Box	EA	2	$ 250.00	$ 500.00	
25.	7-15	Relocate Water Meter	EA	3	$ 450.00	$ 1,350.00	
26.	8-01	Erosion/Water Pollution Control	FA	1	$2,500	$2,500	
27.	8-01	Silt Fence	LF	147	$ 6.00	$ 882.00	
28.	8-01	Inlet Protection	EA	3	$ 75.00	$ 225.00	
29.	8-01	Wattle	LF	40	$ 2.50	$ 100.00	
30.	8-01	Street Cleaning	HR	24	$ 50.00	$ 1,200.00	
31.	8-02	Soil Amendment	CY	164	$ 36.00	$ 5,904.00	
32.	8-02	Sod Installation	SY	440	$ 10.00	$ 4,400.00	
33.	8-04	Cement Conc. Traffic Curb and Gutter	LF	876	$ 9.85	$ 8,628.60	
34.	8-04	Cast Iron Curb Opening	EA	5	$ 650.00	$ 3,250.00	
35.	8-06	Cement Conc. Driveway Entrance	SY	181	$ 32.00	$ 5,792.00	
36.	8-14	Cement Conc. Sidewalk	SY	497	$ 25.00	$ 11,928.00	←12,425.00
37.	8-21	Permanent Signing	LS	1	$ 400.00	$ 400.00	
38.	8-22	Paint Line	LF	900	$ 1.00	$ 900.00	
					Base Bid Total:	$166,400.60	161,897.60

BID ADDITIVE						
Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
A-1.	8-20	Illumination System Complete	LS	1	$75,000.00	$ 75,000.00
					Bid Additive Total:	$ 75,000.00

Grand Total (Base Bid plus Bid Additive):	$241,400.60 241,897.60

BID SCHEDULE

ROBERTS DRIVE SIDEWALK IMPROVEMENTS

NOTE: Unit prices for all items, all extensions, and the total amount bid must be shown. All entries must be typed or entered in ink.

BID SCHEDULE – BASE BID						
Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
1.	1-04	Minor Change	EST	1	$15,000	$15,000
2.	1-05	Surveying	LS	1	$ 6,000.00	$ 6,000.00
3.	1-07	SPCC Plan	LS	1	$ 500.00	$ 500.00
4.	1-07	Private Property Restoration	LS	1	$ 2,500.00	$ 2,500.00
5.	1-09	Mobilization	LS	1	$ 8,800.00	$ 8,800.00
6.	1-10	Project Temporary Traffic Control, Min. Bid $1,000	LS	1	$ 1,000.00	$ 1,000.00
7.	1-10	Flaggers and Spotters, Min. Bid $40	HR	240	$ 40.00	$ 9,600.00
8.	2-01	Clearing and Grubbing	LS	1	$ 7,300.00	$ 7,300.00
9.	2-02	Removal of Structure and Obstruction	LS	1	$ 3,800.00	$ 3,800.00
10.	2-02	Removing Asphalt Conc. Pavement	SY	134	$ 5.00	$ 670.00
11.	2-02	Removing Existing Pipe	LF	230	$ 10.00	$ 2,300.00
12.	2-03	Roadway Excavation Incl. Haul	CY	500	$ 12.00	$ 6,000.00
13.	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	50	$ 12.00	$ 500.00 ← 500.00 RCA
14.	2-03	Select Borrow Incl. Haul	TON	96	$ 18.00	$ 1,728.00
15.	4-04	Crushed Surfacing Top Course	TON	355	$ 21.00	$ 7,455.00
16.	5-04	HMA Cl. 1/2 In. PG 64-22	TON	161	$ 125.00	$ 4,025.00 ← 20,125.00 RCA
17.	6-20	Block Wall	SF	217	$ 25.00	$ 11,800.00 ← 5,425.00 RCA
18.	7-04	Class 50 Ductile Iron Storm Sewer Pipe, 8 In. Diam.	LF	472	$ 25.00	$ 11,800.00
19.	7-05	Catch Basin Type 1	EA	4	$ 1,200.00	$ 4,800.00
20.	7-05	Adjust Manhole	EA	2	$ 350.00	$ 700.00
21.	7-09	Bank Run Gravel for Trench Backfill	CY	41	$ 18.00	$ 738.00

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CONTRACT

THIS AGREEMENT, made in four (4) copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between the City of Black Diamond, Washington, hereinafter called the Owner, and

_____

Contractor Name

HEREINAFTER called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for the construction of **Roberts Drive Sidewalk Improvements**, in accordance with and as described in the attached plans and specifications, including Addenda, for the amount bid which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

   If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum as specified in Section 1.08.9 of the 2012 WSDOT/APWA Standard Specifications for each and every working day said work remains uncompleted and after expiration of the specified time, as liquidated damages. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof and shall guarantee said materials and work for a period of one year after completion of this contract, except as may be modified by the plans, specifications, and/or contract documents.

II. The City of Black Diamond, Washington, hereby promises and agrees with the Contractor to retain the Contractor to provide the materials and to perform the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained herein.

IV. It is further provided that no liability shall attach to the City of Black Diamond, Washington, by reason of entering into this contract, except as expressly provided herein.

V. No change order or combination of change orders which result in an increase or decrease of the total construction costs shall be binding upon the City until approved in writing by the Director of Public Works or a designate who is authorized to execute Change Orders.

COUNTERSIGNED:

this _____ day of _____, 20 ____

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

CONTRACTOR

_____
Signature

_____
Printed

_____
Title

Federal Tax ID No._____

CITY OF BLACK DIAMOND, WASHINGTON

_____
Mayor

Attested:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Corporate Officer (not Contract Signer) *Corporate Title*

of the corporation named as Contractor in the Agreement attached hereto; that

_____, who signed said Agreement on behalf of the
Contract Signer

Contractor, was then _____ of said
Corporate Title – Contract Signer

corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____
Corporate Officer (not Contract Signer)

_____
Printed

_____
Title

State of _____)
) ss.
County of)

_____, being duly sworn,
Corporate Officer (not Contract Signer)

deposes and says that he is _____
Corporate Title

of _____
Name of Corporation

Subscribed and sworn to before me this

_____ day of _____, 20_____

_____
Notary Public (Signature)

_____
Notary Public (Print)

My commission expires _____, 20___

PERFORMANCE BOND

Bond No. _____

Know all men by these presents: That whereas the City of Black Diamond, Washington has awarded to _____,
Contractor

hereinafter designated as the "Principal", a contract for the construction of the project designated as

Roberts Drive Sidewalk Improvements,

Black Diamond, Washington all as hereto attached and made a part hereof and whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the principal and _____
Surety

a corporation, organized and existing under and by virtue of the laws of the State of _____, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto the City of Black Diamond, Washington, in the sum of:

_____ Dollars ($_____)
Total Contract Amount

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, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless the City of Black Diamond, Washington, their officers and agents from any claim for such payment; and shall further save harmless and indemnify said City of Black Diamond, Washington, from any defect or defects in any of the workmanship entering into any part of the work or designated equipment covered by said contract, which shall develop or be discovered within one (1) year after the final acceptance of such work, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect; provided that the liability hereunder for defects in materials and workmanship for a period of one (1) year after the acceptance of the works shall not exceed the sum of:

_____ Dollars ($_____)
Total Contract Amount

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or the work or to the specifications.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five per cent (25%) of the original amount of this bond without the consent of the Surety.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers this _____ day of _____, 20____.

*Principal:*_____

*By:*_____
Signature

*Title:*_____
Printed

Contractor Corporate Seal

ATTEST: (if Corporation)

*By:*_____

*Title:*_____

*Surety:*_____
Printed Name

*By:*_____
Signature

_____
Printed

_____
Title

Surety Corporate Seal

Name and address of local office/agent of Surety Company is:

_____

_____

_____

Approved As To Form:

_____
City Attorney

CERTIFICATE OF INSURANCE

TO: City of Black Diamond

Return this certificate to:

City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

This certifies to **City of Black Diamond** that the following described policies have been issued to the Insured named below and are in force at this time:

Insured_____

Address_____

Description of operations/locations/products (show contract name and/or number, if any)

Policies and Insureds	Limits		Policy Number	Expiration Date	Best's Rating
	Bodily Injury	Property Damage			
Comprehensive / General Liability	Each Person	Each Occurrence			
Workers Compensation	Employer's Liability				
Automotive Liability	Each Person	Each Occurrence			

COMBINED SINGLE LIMIT

All policies are in effect at this time and will not be canceled, limited, or allowed to expire without renewal until after 30 days' written notice has been given to the Certificate Holder named on the top line. Any coverage afforded the Certificate Holder as an additional insured shall apply as primary and not excess to any insurance issued in the name of the Certificate Holder.

Note to Contractor: City of Black Diamond and its authorized agents shall be named as additional insured for this policy.

ACORD. CERTIFICATE OF LIABILITY INSURANCE

PP ID SU FARIN-1

DATE (MM/DD/YY) 10/02/00

PRODUCER

Hurley, Atkins & Stewart, Inc.
1800 Ninth Ave., #1500
Seattle WA 98101
Phone: 206-682-5656

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.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | N | ADDITIONAL INSURED; INSURER LETTER: ___

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

ACORD 25-S (7/97)

©ACORD CORPORATION 1988

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.

If option (2) or (3) is selected, the "Interest Escrow Bearing Account/Escrow Agreement," beginning page F.7 must be completed. ***It is the Contractor's responsibility to setup all accounts.***

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

_____(1) Retained in a fund by the Owner.

_____(2) Deposited by the Owner 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 Owner. When the monies reserved are to be placed in escrow, the Owner 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 Owner 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*

ATTACHMENT A
INTEREST BEARING ACCOUNT/ESCROW AGREEMENT

City of Black Diamond

Contract No: _____

Project Name: _____

Estimated Contract Completion Date: _____

Bank Name: _____

Escrow/Interest Bearing Account No: _____

INTEREST BEARING DEPOSITORY/ESCROW AGENT, located at: _____

_____

_____

This Agreement is for the investment, or retention in an interest bearing account, of the retained percentages of the above referenced project and contract number ("Contract") in accordance with RCW Chapter 60.28, now and as hereafter amended.

The Undersigned, _____ , hereinafter referred to as the Contractor, has directed the City of Black Diamond, hereinafter referred to as the City, to deliver to you its warrants, checks or drafts which shall be payable to you and the Contractor jointly. Such warrants, checks or drafts are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

The Contractor has chosen you, and the City has agreed to your selection, to act as an

INTEREST BEARING ACCOUNT DEPOSITORY or ESCROW AGENT (circle one)

_____ (Contractor sign here to acknowledge selection)

If selected as an INTEREST BEARING ACCOUNT depository, in accordance with RCW 60.28.011, the depository shall be either a bank, mutual savings bank, or savings and loan association, authorized and doing business in the State of Washington.

1. Upon delivery to you, warrants, checks or drafts made payable to you and the Contractor jointly shall be endorsed by you and forwarded for collection. The monies from all such warrants, checks or drafts received hereunder shall be deposited by you in an interest bearing account in your institution. Interest on such account shall be paid to the Contractor. Statements for the account shall be provided both to the City and the Contractor at the addresses listed below. The statement shall reference both the Project Name and the Contract Number.

2. Monies in the account are not subject to withdrawal until after the final acceptance of said improvement or work is completed and agreed upon by both parties. The Contractor is not authorized to withdraw all or any part of the monies deposited with you pursuant to this Agreement except in accordance with the written instructions of the City, or by order of a court of competent jurisdiction. Compliance with such instructions or with a court order shall relieve you of any further liability related thereto.

3. The Contractor agrees to assume full responsibility to pay all costs which may accrue from the Bank.

4. This agreement shall not be binding until executed by the Contractor and the City and accepted by you.

5. If Contractor has chosen you as an Escrow agent, the monies from warrants, checks or drafts made payable to you and the Contractor jointly will be used to purchase bonds or other securities selected by the Contractor and approved by the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided said direction conforms with the following listing of approved securities:

   a. Bills, certificates, notes or bonds of the United States;
   b. Other obligations of the Unites States or its agencies;
   c. Obligations of any corporation wholly-owned by the government of the United States;
   d. Indebtedness of the Federal National Mortgage Association; and
   e. Time deposits in commercial banks.

   Other bonds and securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you to convert such bonds or other securities into money if you are required to do so by the City.

   The investments selected by the Contractor, approved by the City, and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

6. This instrument contains the entire agreement between you, the Contractor, and the City with respect to the interest bearing account or escrow agreement. You are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

7. The foregoing provision shall be binding upon the assigns, successors, personal representative and heirs of the parties thereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this interest bearing account or escrow agreement.

_____ (Contractor)	City of Black Diamond
By _____ (Name and Title)	By _____ Director
Dated: _____	Dated: _____
Mailing Address: _____	Mailing Address: 24301 Roberts Drive Black Diamond, WA 98010
_____	
_____	
_____ (Tax Identification No.)	

The above escrow agreement received and accepted this ___ day of _____, 20____.

_____
(Bank)

_____
(Address)

_____

_____

By _____
(Name and Title)

Dated:_____

City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Project: Roberts Drive Sidewalk
Bid Opening: June 13, 2012

BASE BID

Item	Section	Item Description	Bidder & Address		Scotty's General Const. Inc. 20405 SE 344th Street Auburn, WA 98092		R.W. Scott Const. Co. 4005 West Valley Hwy, A Auburn, WA 98001		Hoffman Const., Inc. PO Box 845 Enumclaw, WA 98022	
			Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	1-04	Minor Change	EST	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
2	1-05	Surveying	LS	1	$6,000.00	$6,000.00	$7,000.00	$7,000.00	$4,900.00	$4,900.00
3	1-07	SPCC Plan	LS	1	$500.00	$500.00	$500.00	$500.00	$750.00	$750.00
4	1-07	Private Property Restoration	LS	1	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00
5	1-09	Mobilization	LS	1	$8,800.00	$8,800.00	$22,480.00	$22,480.00	$12,150.00	$12,150.00
6	1-10	Project Temporary Traffic Control, Min. $1,000	LS	1	$1,000.00	$1,000.00	$3,500.00	$3,500.00	$2,500.00	$2,500.00
7	1-10	Flaggers and Spotters, Min. $40	HR	240	$40.00	$9,600.00	$48.00	$11,520.00	$43.00	$10,320.00
8	2-01	Clearing and Grubbing	LS	1	$7,300.00	$7,300.00	$2,000.00	$2,000.00	$5,500.00	$5,500.00
9	2-02	Removal of Structure and Obstruction	LS	1	$3,800.00	$3,800.00	$1,900.00	$1,900.00	$2,400.00	$2,400.00
10	2-02	Removing Asphalt Conc. Pavement	SY	134	$5.00	$670.00	$10.00	$1,340.00	$8.65	$1,159.10
11	2-02	Removing Existing Pipe	LF	230	$10.00	$2,300.00	$6.00	$1,380.00	$7.00	$1,610.00
12	2-03	Roadway Excavation Incl. Haul	CY	500	$12.00	$6,000.00	$20.00	$10,000.00	$14.00	$7,000.00
13	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	50	$12.00	*$600.00	$2.00	$100.00	$30.00	$1,500.00
14	2-03	Select Borrow Incl. Haul	TON	96	$18.00	$1,728.00	$25.00	$2,400.00	$19.00	$1,824.00
15	4-04	Crushed Surfacing Top Course	TON	355	$21.00	$7,455.00	$25.00	$8,875.00	$24.00	$8,520.00
16	5-04	HMA Cl. 1/2 In. PG 64-22	TON	161	$125.00	*$20,125.00	$126.00	$20,286.00	$140.40	$22,604.40
17	6-20	Block Wall	SF	217	$25.00	*$5,425.00	$25.00	$5,425.00	$31.00	$6,727.00
18	7-04	Class 50 Ductile Iron Storm Sewer Pipe, 8 In. Diam.	LF	472	$25.00	$11,800.00	$36.00	$16,992.00	$41.50	$19,588.00
19	7-05	Catch Basin Type 1	EA	4	$1,200.00	$4,800.00	$800.00	$3,200.00	$950.00	$3,800.00
20	7-05	Adjust Manhole	EA	2	$350.00	$700.00	$500.00	$1,000.00	$315.00	$630.00
21	7-09	Bank Run Gravel for Trench Backfill	CY	41	$18.00	$738.00	$30.00	$1,230.00	$23.00	$943.00
22	7-12	Adjust Water Valve Box to Grade	EA	3	$200.00	$600.00	$350.00	$1,050.00	$210.00	$630.00
23	7-14	Moving Existing Hydrant	EA	1	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$2,100.00	$2,100.00
24	7-15	Adjust Water Meter Box	EA	2	$250.00	$500.00	$300.00	$600.00	$300.00	$600.00
25	7-15	Relocate Water Meter	EA	3	$450.00	$1,350.00	$650.00	$1,950.00	$1,100.00	$3,300.00

City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Project: Roberts Drive Sidewalk
Bid Opening: June 13, 2012

BASE BID

Item	Section	Item Description	Unit	Qty.	Bidder & Address: Scotty's General Const. Inc. 20405 SE 344th Street Auburn, WA 98092 Unit Bid	Amount	R.W. Scott Const. Co. 4005 West Valley Hwy, A Auburn, WA 98001 Unit Bid	Amount	Hoffman Const., Inc. PO Box 845 Enumclaw, WA 98022 Unit Bid	Amount
26	8-01	Erosion/Water Pollution Control	FA	1	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
27	8-01	Silt Fence	LF	147	$6.00	$882.00	$8.00	$1,176.00	$7.00	$1,029.00
28	8-01	Inlet Protection	EA	3	$75.00	$225.00	$100.00	$300.00	$80.00	$240.00
29	8-01	Wattle	LF	40	$2.50	$100.00	$6.00	$240.00	$7.00	$280.00
30	8-01	Street Cleaning	HR	24	$50.00	$1,200.00	$110.00	$2,640.00	$135.00	$3,240.00
31	8-02	Soil Amendment	CY	164	$36.00	$5,904.00	$46.00	$7,544.00	$45.50	$7,462.00
32	8-02	Sod Installation	SY	440	$10.00	$4,400.00	$7.00	$3,080.00	$15.00	$6,600.00
33	8-04	Cement Conc. Traffic Curb and Gutter	LF	876	$9.85	$8,628.60	$10.50	$9,198.00	$14.25	$12,483.00
34	8-04	Cast Iron Curb Opening	EA	5	$650.00	$3,250.00	$500.00	$2,500.00	$460.00	$2,300.00
35	8-06	Cement Conc. Driveway Entrance	SY	181	$32.00	$5,792.00	$40.00	$7,240.00	$36.00	$6,516.00
36	8-14	Cement Conc. Sidewalk	SY	497	$25.00	*$12,425.00	$26.00	$12,922.00	$28.00	$13,916.00
37	8-21	Permanent Signing	LS	1	$400.00	$400.00	$750.00	$750.00	$500.00	$500.00
38	8-22	Paint Line	LF	900	$1.00	$900.00	$1.50	$1,350.00	$1.15	$1,035.00
BASE BID TOTAL						* **$166,897.60**		**$195,668.00**		**$198,156.50**
BID ADDITIVE										
A-1	8-20	Illumination System Complete	LS	1	$75,000.00	$75,000.00	$72,000.00	$72,000.00	$74,785.00	$74,785.00
BID ADDITIVE TOTAL						**$75,000.00**		**$72,000.00**		**$74,785.00**
TOTAL CONTRACT AMOUNT BID						* **$241,897.60**		**$267,668.00**		**$272,941.50**

** denotes mathematical error, errors did not change the outcome of the bid*

City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Project: Roberts Drive Sidewalk
Bid Opening: June 13, 2012

BASE BID

Item	Section	Item Description	Bidder & Address		NPM Const. Co. PO Box 1229 Maple Valley, WA 98038		Rodarte Const., Inc. 17 E. Valley Hwy East Auburn, WA 98092		Northwest Cascade, Inc. PO Box 73399 Puyallup, WA 98373	
			Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	1-04	Minor Change	EST	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
2	1-05	Surveying	LS	1	$5,000.00	$5,000.00	$4,500.00	$4,500.00	$5,500.00	$5,500.00
3	1-07	SPCC Plan	LS	1	$600.00	$600.00	$150.00	$150.00	$200.00	$200.00
4	1-07	Private Property Restoration	LS	1	$4,600.00	$4,600.00	$2,750.00	$2,750.00	$7,000.00	$7,000.00
5	1-09	Mobilization	LS	1	$15,000.00	$15,000.00	$17,500.00	$17,500.00	$15,800.00	$15,800.00
6	1-10	Project Temporary Traffic Control, Min. $1,000	LS	1	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$5,300.00	$5,300.00
7	1-10	Flaggers and Spotters, Min. $40	HR	240	$40.00	$9,600.00	$46.00	$11,040.00	$47.85	$11,484.00
8	2-01	Clearing and Grubbing	LS	1	$3,120.00	$3,120.00	$2,500.00	$2,500.00	$2,800.00	$2,800.00
9	2-02	Removal of Structure and Obstruction	LS	1	$2,920.00	$2,920.00	$1,600.00	$1,600.00	$6,850.00	$6,850.00
10	2-02	Removing Asphalt Conc. Pavement	SY	134	$16.00	$2,144.00	$17.00	$2,278.00	$8.00	$1,072.00
11	2-02	Removing Existing Pipe	LF	230	$10.00	$2,300.00	$4.00	$920.00	$6.00	$1,380.00
12	2-03	Roadway Excavation Incl. Haul	CY	500	$21.00	$10,500.00	$30.00	$15,000.00	$36.50	$18,250.00
13	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	50	$10.00	$500.00	$45.00	$2,250.00	$15.00	$750.00
14	2-03	Select Borrow Incl. Haul	TON	96	$16.50	$1,584.00	$18.00	$1,728.00	$9.00	$864.00
15	4-04	Crushed Surfacing Top Course	TON	355	$24.50	$8,697.50	$30.00	$10,650.00	$25.00	$8,875.00
16	5-04	HMA Cl. 1/2 In. PG 64-22	TON	161	$130.00	$20,930.00	$130.00	$20,930.00	$140.00	$22,540.00
17	6-20	Block Wall	SF	217	$17.40	$3,775.80	$23.00	$4,991.00	$19.50	$4,231.50
18	7-04	Class 50 Ductile Iron Storm Sewer Pipe, 8 In. Diam.	LF	472	$43.40	$20,484.80	$50.00	$23,600.00	$40.00	$18,880.00
19	7-05	Catch Basin Type 1	EA	4	$1,116.00	$4,464.00	$950.00	$3,800.00	$950.00	$3,800.00
20	7-05	Adjust Manhole	EA	2	$320.00	$640.00	$300.00	$600.00	$600.00	$1,200.00
21	7-09	Bank Run Gravel for Trench Backfill	CY	41	$20.00	$820.00	$25.00	$1,025.00	$24.00	$984.00
22	7-12	Adjust Water Valve Box to Grade	EA	3	$90.00	$270.00	$200.00	$600.00	$300.00	$900.00
23	7-14	Moving Existing Hydrant	EA	1	$3,000.00	$3,000.00	$1,400.00	$1,400.00	$2,900.00	$2,900.00
24	7-15	Adjust Water Meter Box	EA	2	$190.00	$380.00	$300.00	$600.00	$100.00	$200.00
25	7-15	Relocate Water Meter	EA	3	$740.00	$2,220.00	$850.00	$2,550.00	$600.00	$1,800.00

City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Project: Roberts Drive Sidewalk
Bid Opening: June 13, 2012

BASE BID

Item	Section	Item Description	Unit	Qty.	Bidder & Address: NPM Const. Co. PO Box 1229 Maple Valley, WA 98038 Unit Bid	NPM Const. Co. Amount	Rodarte Const., Inc. 17 E. Valley Hwy East Auburn, WA 98092 Unit Bid	Rodarte Const., Inc. Amount	Northwest Cascade, Inc. PO Box 73399 Puyallup, WA 98373 Unit Bid	Northwest Cascade, Inc. Amount
26	8-01	Erosion/Water Pollution Control	FA	1	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
27	8-01	Silt Fence	LF	147	$4.75	$698.25	$6.00	$882.00	$4.00	$588.00
28	8-01	Inlet Protection	EA	3	$75.00	$225.00	$55.00	$165.00	$66.00	$198.00
29	8-01	Wattle	LF	40	$12.00	$480.00	$11.00	$440.00	$7.50	$300.00
30	8-01	Street Cleaning	HR	24	$125.00	$3,000.00	$150.00	$3,600.00	$95.00	$2,280.00
31	8-02	Soil Amendment	CY	164	$42.00	$6,888.00	$42.00	$6,888.00	$50.50	$8,282.00
32	8-02	Sod Installation	SY	440	$15.00	$6,600.00	$9.00	$3,960.00	$7.00	$3,080.00
33	8-04	Cement Conc. Traffic Curb and Gutter	LF	876	$20.00	$17,520.00	$19.00	$16,644.00	$14.00	$12,264.00
34	8-04	Cast Iron Curb Opening	EA	5	$416.00	$2,080.00	$250.00	$1,250.00	$840.00	$4,200.00
35	8-06	Cement Conc. Driveway Entrance	SY	181	$39.00	$7,059.00	$38.00	$6,878.00	$49.50	$8,959.50
36	8-14	Cement Conc. Sidewalk	SY	497	$32.00	$15,904.00	$30.00	$14,910.00	$30.00	$14,910.00
37	8-21	Permanent Signing	LS	1	$470.00	$470.00	$120.00	$120.00	$210.00	$210.00
38	8-22	Paint Line	LF	900	$1.90	$1,710.00	$1.75	$1,575.00	$1.65	$1,485.00
BASE BID TOTAL						**$204,684.35**		**$208,774.00**		* **$217,817.00**
BID ADDITIVE										
A-1	8-20	Illumination System Complete	LS	1	$71,460.00	$71,460.00	$73,400.00	$73,400.00	$70,000.00	$70,000.00
BID ADDITIVE TOTAL						**$71,460.00**		**$73,400.00**		**$70,000.00**
TOTAL CONTRACT AMOUNT BID						**$276,144.35**		**$282,174.00**		* **$287,817.00**

** denotes mathematical error, errors did not change the outcome of the bid*

City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Project: Roberts Drive Sidewalk
Bid Opening: June 13, 2012

BASE BID

Item	Section	Item Description	Unit	Qty.	Henderson Partners, LLC 11302 Burnham Dr. NW Gig Harbor, WA 98332 Unit Bid	Henderson Partners, LLC Amount	Road Const. NW, Inc. PO Box 188 Renton, WA 98057-0188 Unit Bid	Road Const. NW, Inc. Amount	Sanders Gen. Const., LLC 28605 SE 216th Lane Maple Valley, WA 98038 Unit Bid	Sanders Gen. Const., LLC Amount
1	1-04	Minor Change	EST	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
2	1-05	Surveying	LS	1	$7,550.00	$7,550.00	$4,700.00	$4,700.00	$7,200.00	$7,200.00
3	1-07	SPCC Plan	LS	1	$500.00	$500.00	$700.00	$700.00	$500.00	$500.00
4	1-07	Private Property Restoration	LS	1	$3,750.00	$3,750.00	$3,700.00	$3,700.00	$3,500.00	$3,500.00
5	1-09	Mobilization	LS	1	$13,750.00	$13,750.00	$14,000.00	$14,000.00	$13,300.00	$13,300.00
6	1-10	Project Temporary Traffic Control, Min. $1,000	LS	1	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$1,300.00	$1,300.00
7	1-10	Flaggers and Spotters, Min. $40	HR	240	$41.00	$9,840.00	$42.00	$10,080.00	$52.00	$12,480.00
8	2-01	Clearing and Grubbing	LS	1	$3,000.00	$3,000.00	$6,500.00	$6,500.00	$1,250.00	$1,250.00
9	2-02	Removal of Structure and Obstruction	LS	1	$2,200.00	$2,200.00	$3,700.00	$3,700.00	$1,000.00	$1,000.00
10	2-02	Removing Asphalt Conc. Pavement	SY	134	$48.00	$6,432.00	$9.00	$1,206.00	$5.00	$670.00
11	2-02	Removing Existing Pipe	LF	230	$12.00	$2,760.00	$4.00	$920.00	$6.50	$1,495.00
12	2-03	Roadway Excavation Incl. Haul	CY	500	$15.00	$7,500.00	$32.00	$16,000.00	$20.50	$10,250.00
13	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	50	$22.00	$1,100.00	$32.00	$1,600.00	$0.02	$1.00
14	2-03	Select Borrow Incl. Haul	TON	96	$16.00	$1,536.00	$24.00	$2,304.00	$15.50	$1,488.00
15	4-04	Crushed Surfacing Top Course	TON	355	$18.00	$6,390.00	$24.00	$8,520.00	$16.00	$5,680.00
16	5-04	HMA Cl. 1/2 In. PG 64-22	TON	161	$180.00	$28,980.00	$107.00	$17,227.00	$235.00	$37,835.00
17	6-20	Block Wall	SF	217	$36.00	$7,812.00	$32.00	$6,944.00	$32.00	$6,944.00
18	7-04	Class 50 Ductile Iron Storm Sewer Pipe, 8 In. Diam.	LF	472	$62.06	$29,292.32	$54.00	$25,488.00	$56.00	$26,432.00
19	7-05	Catch Basin Type 1	EA	4	$700.00	$2,800.00	$1,100.00	$4,400.00	$1,060.00	$4,240.00
20	7-05	Adjust Manhole	EA	2	$300.00	$600.00	$490.00	$980.00	$590.00	$1,180.00
21	7-09	Bank Run Gravel for Trench Backfill	CY	41	$16.00	$656.00	$44.00	$1,804.00	$0.01	$0.41
22	7-12	Adjust Water Valve Box to Grade	EA	3	$300.00	$900.00	$400.00	$1,200.00	$190.00	$570.00
23	7-14	Moving Existing Hydrant	EA	1	$1,500.00	$1,500.00	$875.00	$875.00	$6,500.00	$6,500.00
24	7-15	Adjust Water Meter Box	EA	2	$300.00	$600.00	$400.00	$800.00	$190.00	$380.00
25	7-15	Relocate Water Meter	EA	3	$500.00	$1,500.00	$400.00	$1,200.00	$1,700.00	$5,100.00

City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Project: Roberts Drive Sidewalk
Bid Opening: June 13, 2012

BASE BID

Item	Section	Item Description	Unit	Qty.	Bidder & Address: Henderson Partners, LLC 11302 Burnham Dr. NW Gig Harbor, WA 98332 Unit Bid	Henderson Amount	Road Const. NW, Inc. PO Box 188 Renton, WA 98057-0188 Unit Bid	Road Amount	Sanders Gen. Const., LLC 28605 SE 216th Lane Maple Valley, WA 98038 Unit Bid	Sanders Amount
26	8-01	Erosion/Water Pollution Control	FA	1	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
27	8-01	Silt Fence	LF	147	$5.00	$735.00	$7.00	$1,029.00	$4.00	$588.00
28	8-01	Inlet Protection	EA	3	$40.00	$120.00	$80.00	$240.00	$53.00	$159.00
29	8-01	Wattle	LF	40	$5.00	$200.00	$9.00	$360.00	$13.00	$520.00
30	8-01	Street Cleaning	HR	24	$175.00	$4,200.00	$125.00	$3,000.00	$0.01	$0.24
31	8-02	Soil Amendment	CY	164	$16.00	$2,624.00	$50.00	$8,200.00	$64.00	$10,496.00
32	8-02	Sod Installation	SY	440	$4.80	$2,112.00	$4.00	$1,760.00	$8.50	$3,740.00
33	8-04	Cement Conc. Traffic Curb and Gutter	LF	876	$17.00	$14,892.00	$21.00	$18,396.00	$24.00	$21,024.00
34	8-04	Cast Iron Curb Opening	EA	5	$320.00	$1,600.00	$500.00	$2,500.00	$5.00	$25.00
35	8-06	Cement Conc. Driveway Entrance	SY	181	$35.00	$6,335.00	$55.00	$9,955.00	$47.00	$8,507.00
36	8-14	Cement Conc. Sidewalk	SY	497	$25.00	$12,425.00	$35.00	$17,395.00	$41.00	$20,377.00
37	8-21	Permanent Signing	LS	1	$1,200.00	$1,200.00	$2,000.00	$2,000.00	$700.00	$700.00
38	8-22	Paint Line	LF	900	$3.11	$2,799.00	$2.00	$1,800.00	$0.65	$585.00
BASE BID TOTAL						**$210,190.32**		**$219,983.00**		* **$233,516.65**
BID ADDITIVE										
A-1	8-20	Illumination System Complete	LS	1	$77,954.00	$77,954.00	$75,000.00	$75,000.00	$86,000.00	$86,000.00
BID ADDITIVE TOTAL						**$77,954.00**		**$75,000.00**		**$86,000.00**
TOTAL CONTRACT AMOUNT BID						**$288,144.32**		**$294,983.00**		* **$319,516.65**

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City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Project: Roberts Drive Sidewalk
Bid Opening: June 13, 2012

BASE BID

Item	Section	Item Description	Bidder & Address		Westwater Const. Co. 31833 Kent-Blk Dmd Rd. Auburn, WA 98092		*City Estimate*	
			Unit	**Qty.**	**Unit Bid**	**Amount**	***Unit Bid***	***Amount***
1	1-04	Minor Change	EST	1	$15,000.00	$15,000.00	*$15,000.00*	*$15,000.00*
2	1-05	Surveying	LS	1	$5,000.00	$5,000.00	*$5,000.00*	*$5,000.00*
3	1-07	SPCC Plan	LS	1	$500.00	$500.00	*$1,000.00*	*$1,000.00*
4	1-07	Private Property Restoration	LS	1	$5,000.00	$5,000.00	*$1,500.00*	*$1,500.00*
5	1-09	Mobilization	LS	1	$30,000.00	$30,000.00	*$19,372.00*	*$19,372.00*
6	1-10	Project Temporary Traffic Control, Min. $1,000	LS	1	$8,000.00	$8,000.00	*$2,000.00*	*$2,000.00*
7	1-10	Flaggers and Spotters, Min. $40	HR	240	$60.00	$14,400.00	*$40.00*	*$9,600.00*
8	2-01	Clearing and Grubbing	LS	1	$10,000.00	$10,000.00	*$2,000.00*	*$2,000.00*
9	2-02	Removal of Structure and Obstruction	LS	1	$5,000.00	$5,000.00	*$1,000.00*	*$1,000.00*
10	2-02	Removing Asphalt Conc. Pavement	SY	134	$20.00	$2,680.00	*$5.00*	*$670.00*
11	2-02	Removing Existing Pipe	LF	230	$20.00	$4,600.00	*$7.00*	*$1,610.00*
12	2-03	Roadway Excavation Incl. Haul	CY	500	$60.00	$30,000.00	*$15.00*	*$7,500.00*
13	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	50	$50.00	$2,500.00	*$50.00*	*$2,500.00*
14	2-03	Select Borrow Incl. Haul	TON	96	$50.00	$4,800.00	*$25.00*	*$2,400.00*
15	4-04	Crushed Surfacing Top Course	TON	355	$15.00	$5,325.00	*$25.00*	*$8,875.00*
16	5-04	HMA Cl. 1/2 In. PG 64-22	TON	161	$200.00	$32,200.00	*$100.00*	*$16,100.00*
17	6-20	Block Wall	SF	217	$40.00	$8,680.00	*$25.00*	*$5,425.00*
18	7-04	Class 50 Ductile Iron Storm Sewer Pipe, 8 In. Diam.	LF	472	$60.00	$28,320.00	*$60.00*	*$28,320.00*
19	7-05	Catch Basin Type 1	EA	4	$650.00	$2,600.00	*$1,200.00*	*$4,800.00*
20	7-05	Adjust Manhole	EA	2	$350.00	$700.00	*$500.00*	*$1,000.00*
21	7-09	Bank Run Gravel for Trench Backfill	CY	41	$30.00	$1,230.00	*$40.00*	*$1,640.00*
22	7-12	Adjust Water Valve Box to Grade	EA	3	$200.00	$600.00	*$400.00*	*$1,200.00*
23	7-14	Moving Existing Hydrant	EA	1	$2,500.00	$2,500.00	*$3,000.00*	*$3,000.00*
24	7-15	Adjust Water Meter Box	EA	2	$300.00	$600.00	*$200.00*	*$400.00*
25	7-15	Relocate Water Meter	EA	3	$1,000.00	$3,000.00	*$2,000.00*	*$6,000.00*

City of Black Diamond
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Black Diamond, WA 98010

Project: Roberts Drive Sidewalk
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BASE BID

Item	Section	Item Description	Bidder & Address		Westwater Const. Co. 31833 Kent-Blk Dmd Rd. Auburn, WA 98092		*City Estimate*	
			Unit	**Qty.**	**Unit Bid**	**Amount**	***Unit Bid***	***Amount***
26	8-01	Erosion/Water Pollution Control	FA	1	$2,500.00	$2,500.00	$2,500.00	*$2,500.00*
27	8-01	Silt Fence	LF	147	$5.00	$735.00	*$5.00*	*$735.00*
28	8-01	Inlet Protection	EA	3	$50.00	$150.00	*$80.00*	*$240.00*
29	8-01	Wattle	LF	40	$10.00	$400.00	*$5.00*	*$200.00*
30	8-01	Street Cleaning	HR	24	$60.00	$1,440.00	*$150.00*	*$3,600.00*
31	8-02	Soil Amendment	CY	164	$80.00	$13,120.00	*$80.00*	*$13,120.00*
32	8-02	Sod Installation	SY	440	$15.00	$6,600.00	*$8.00*	*$3,520.00*
33	8-04	Cement Conc. Traffic Curb and Gutter	LF	876	$30.00	$26,280.00	*$25.00*	*$21,900.00*
34	8-04	Cast Iron Curb Opening	EA	5	$600.00	$3,000.00	*$250.00*	*$1,250.00*
35	8-06	Cement Conc. Driveway Entrance	SY	181	$65.00	$11,765.00	*$35.00*	*$6,335.00*
36	8-14	Cement Conc. Sidewalk	SY	497	$60.00	$29,820.00	*$25.00*	*$12,425.00*
37	8-21	Permanent Signing	LS	1	$1,000.00	$1,000.00	*$400.00*	*$400.00*
38	8-22	Paint Line	LF	900	$2.00	$1,800.00	*$0.50*	*$450.00*
BASE BID TOTAL						**$321,845.00**		***$214,587.00***
BID ADDITIVE								
A-1	8-20	Illumination System Complete	LS	1	$76,200.00	$76,200.00	*$60,000.00*	*$60,000.00*
BID ADDITIVE TOTAL						**$76,200.00**		***$60,000.00***
		TOTAL CONTRACT AMOUNT BID				**$398,045.00**		***$274,587.00***

** denotes mathematical error, errors did not change the outcome of the bid*

Staff Report
Roberts Drive Sidewalk Improvements Project

BID PROCESS:
The City's road traffic consultant, Parametrix, oversaw the advertising of the project. The City received ten (10) bids. Scotty's General Construction, Inc. was the low bidder at $241,897.60. The engineer's estimate was $274,587.00.

PROJECT BUDGET:
The City has a grant from TIB which will cover appromately 90% of the project costs. The City will cover the other 10%. See below for a breakdown of the budget:

EXPENSES:

Design Engineering (Parametrix):	$ 57,718.00
Construction Engineering (Parametrix):	$ 2,000.00
Bid Amount:	$241,897.60
Contingency:	$ 24,000.00
Services During Const./In Kind Contribution:	$ 13,266.00
ESTIMATED TOTAL PROJECT COST:	**$338,881.60**

FUNDING:
Upon bid award, TIB adjusts their contribution to match the project bid. Below outlines amounts shown in the 2012-2017 CIP:

TIB Grant:	$287,218.00
City Match (REET II):	$ 70,782.00
TOTAL:	**$358,000.00**

CONTRACTOR:
The low bidder, Scotty's General Construction, Inc. of Auburn, Washington, is currently a Washington State registered and licensed contractor and has 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. Scotty's General Construction, Inc. was also our low bidder for the Morgan Street Sidewalk Phase II Project and performed well.

Based on our evaluation, City Staff recommends that this project be awarded to Scotty's General Construction, Inc., 20405 SE 344th Street, Auburn, Washington 98092. 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.

Capital Improvement Plan 2012 - 2017

Project for the **Street Department** **# T3**

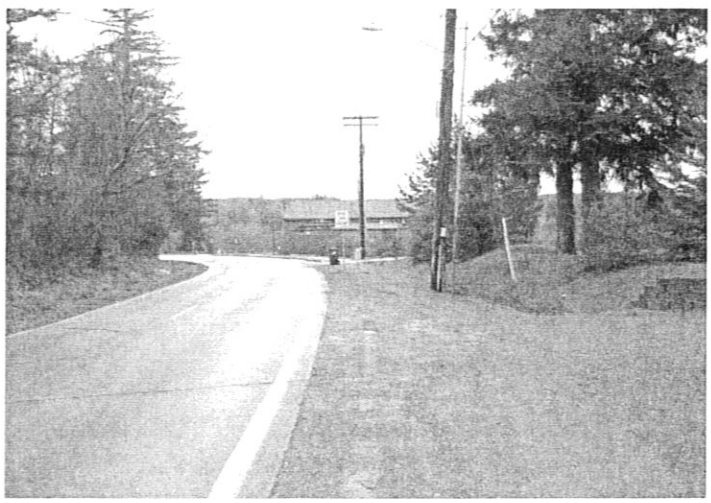
PROJECT TITLE **Roberts Drive Sidewalk Link to Morgan St**

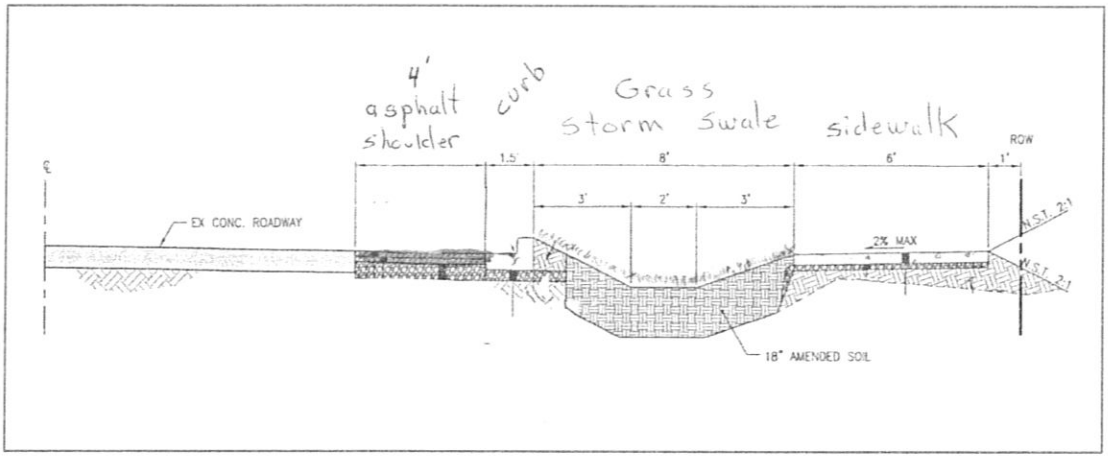
DESCRIPTION Install a new pedestrian sidewalk and 1/2 street improvements from the Library to Morgan Street. The scope of work would include sidewalk, curb, gutter and a depressed landscape strip with vegetation to treat and infiltrate stormwater.

BACKGROUND The City received approval for a Transportation Improvement Board grant in 2010. The schedule is to prepare the design and bid documents in the summer of 2011, bid the project early in the year 2012 and construct in the summer of 2012. The cost is lower than previous projections.

			Capital Plan 2012 - 2017						
CAPITAL PROJECT COSTS	**Budgeted & Funded 2011**	**Total $ Requested 2012-2017**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**Total Cost incl 2011**
Design Engineering	71,000								71,000
Construction Costs	248,218								248,218
Other (contingency)		38,782	38,782						38,782
TOTAL COSTS	**319,218**	**38,782**	**38,782**	-	-	-	-	-	**358,000**
REQUESTED FUNDING	**Budgeted & Funded 2011**	**Total $ Requested 2012-2017**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**Total Cost incl 2011**
TIB Grant	287,218								287,218
Real Estate Excise Tax II	32,000	38,782	38,782						70,782
TOTAL SOURCES	**319,218**	**38,782**	**38,782**	-	-	-	-	-	**358,000**

Roberts Drive between Morgan Street and the Library




4'
asphalt
shoulder
curb
Grass
storm swale
sidewalk
ROW
1.5'
8'
6'
1'
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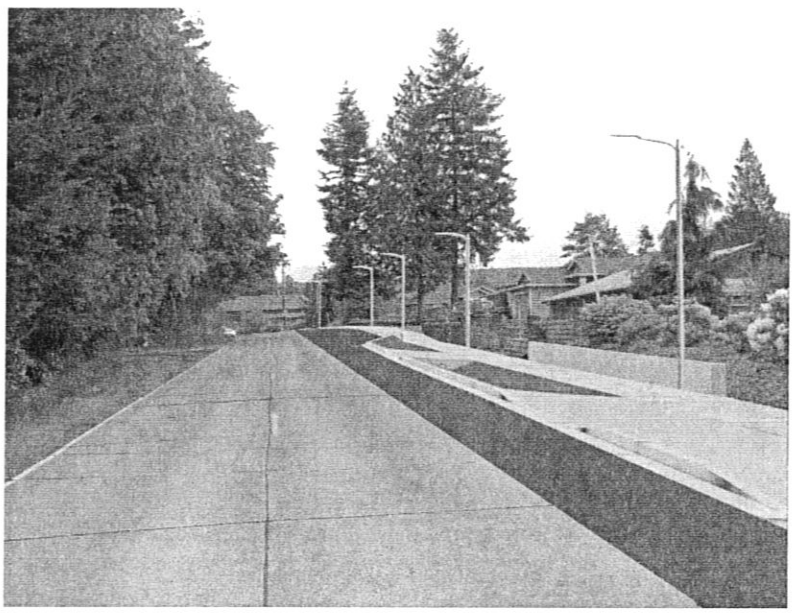
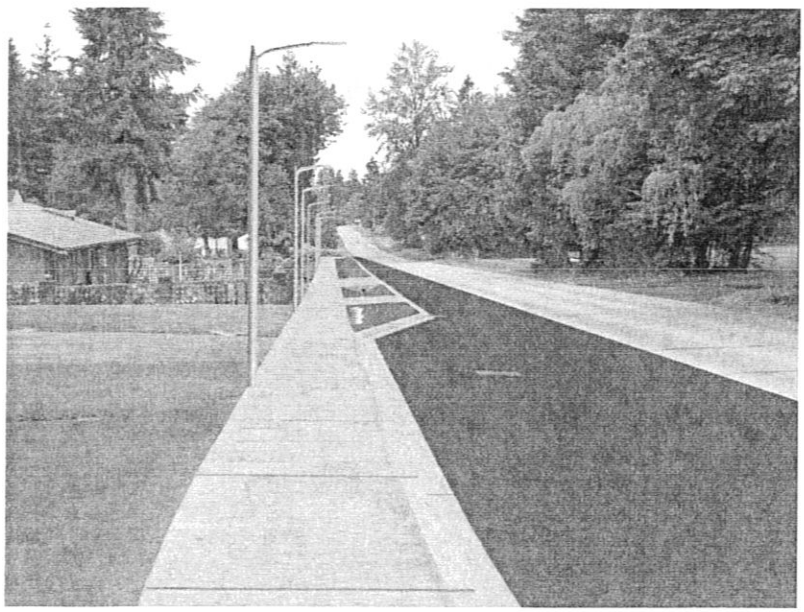
EX CONC. ROADWAY
2% MAX
W.S.T. 2:1
W.S.T. 2:1
18" AMENDED SOIL





CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	Agenda Date: June 21, 2012	AB12-045
Resolution No. 12-814, acceptance of the 2012 Winter Storm Debris Cleanup Project	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
Cost Impact: $8,992.08	Economic Devel. – Andy Williamson	X
Fund Source: FEMA/Streets/Sewer/Water	Police – Jamey Kiblinger	
Timeline: 45 days to clear any claims	Court – Stephanie Metcalf	
	Comm. Dev. – Steve Pilcher	

Attachments: Resolution No. 12-814; Staff Report

SUMMARY STATEMENT:

See attached Staff Report.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 12-814, accepting the 2012 Winter Storm Debris Cleanup Project by Reano Construction & Logging, Inc. according to the contract documents.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
June 21, 2012		

RESOLUTION NO. 12-814

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REGARDING FINAL ACCEPTANCE OF THE 2012 WINTER STORM DEBRIS CLEANUP PROJECT

WHEREAS, Reano Construction & Logging, Inc. has completed the 2012 Winter Storm Debris Cleanup Project according to the contract and Council authorization; and

WHEREAS, RCW 60.28.011(2) allows a period of forty-five days to file any liens or claims with the City; and

WHEREAS, RCW 39.08.030 requires acceptance of a Public Works project as complete as a formal, public action in order to begin the forty-five day period;

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

Section 1. The City hereby accepts the 2012 Winter Storm Debris Cleanup Project as complete and as set forth in that contract with Reano Construction & Logging, Inc.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JUNE, 2012.

CITY OF BLACK DIAMOND:

_____
Rebecca Olness, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

2012 Winter Storm Debris Cleanup

Four bids were received for the 2012 Winter Storm Debris Cleanup project with the lowest bid from Reano Construction & Logging, Inc. in the amount of $16,550.64. The project was awarded to Reano Construction & Logging, Inc. via Resolution 12-804, dated May 17, 2012. Construction began May 18, 2012 and was complete May 31, 2012. Upon completion, there were no outstanding punchlist items.

Budget Summary:

Budget from Res. 12-804:	$16,550.64
Contingency Amount:	$ 1,655.00
Attorney Review:	$ 500.00
TOTAL BUDGET:	**$18,705.64**

Construction Summary:

Bid Amount:	$16,550.64
Contingency Work:	$ 1,433.52 *($221.48 under budget)*
Actual Construction Amount:	**$17,984.16**

Estimated Remaining Associated Costs:

Attorney Review:	$ 500.00
TOTAL REMAINING COSTS:	**$ 500.00**

Anticipated Reimbursements:

FEMA:	$13,863.12
State of Washington:	$ 2,310.52
Projected City Share:	$ 2,310.52
TOTAL:	**$18,705.64** *($221.48 under budget)*

The projected City share will be covered in part from FEMA reimbursement for already incurred City expenses such as labor and equipment costs associated with the January 14-23, 2012 winter storm event. Final numbers will be known once all paperwork is finalized with FEMA.

Contingency work was completed in the cemetery. Several hazard limbs were discovered by City staff. Reano was asked to remove the hazard limbs from the cemetery at rates outlined in their bid. Reano Construction & Logging, Inc. completed the required work within the budget and timeframe as outlined in the contract documents. Retainage in the amount of $8,992.08 (50% of the contract) will be withheld until release is received by State agencies (Dept. of Revenue, Dept. of Labor and Industries, Employment Security Dept.). The state has established a 45 day period where labor or material providers may make a claim against the project. After 45 days from the date of project acceptance, the City may release the retainage if the certificates from the state agencies have been received.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:
Resolution 12-815 approving a Special Event Permits for the Lake Sawyer Community Club's use of Lake Sawyer Regional Park as a base for its annual 4th of July fireworks display.

Cost Impact: None

Fund Source: NA

Timeline: July 3-5, 2012

Agenda Date: June 21, 2012 **AB12-046**

Department/Committee/Individual	
Mayor Rebecca Olness	
City Administrator –	
City Attorney –Chris Bacha	
City Clerk – Brenda L. Martinez	
Finance – May Miller	
Public Works – Seth Boettcher	
Economic Devel. – Andy Williamson	
Police – Jamey Kiblinger	
Court – Stephanie Metcalf	
Comm. Dev. – Steve Pilcher	X

Attachments: Resolution No. 12-815, Applications, Staff Comments

SUMMARY STATEMENT:

The Lake Sawyer Community Club (LSCC) has requested to use the Regional Park as a staging area for its annual 4th of July fireworks display. This will require use of a portion of the park over a period of three days. On Sunday July 3rd, floating rafts will be moved to the park area and basic fireworks launching pads would be constructed. On July 4th, 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 July 5th, the fireworks launching pads will be disassembled at the park and the rafts will be moved back to their storage area.

Last year, the City Council approved a similar request. There were no reported or observed adverse impacts associated with use of the regional park.

COMMITTEE REVIEW AND RECOMMENDATION: NA

RECOMMENDED ACTION: **MOTION to adopt Resolution 12-815, approving Special Event Permit 12-008 for the Lake Sawyer Community Club's 4th of July fireworks display.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
June 21, 2012		

RESOLUTION NO. 12-815

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 4th 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 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 (SEP12-0008); 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 Permit SEP12-0008 for the Lake Sawyer Community Club 4th of July activities.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JUNE 2012.

CITY OF BLACK DIAMOND:

_____
Rebecca Olness, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

24301 Roberts Drive P.O. Box 599 - BLACK DIAMOND, WA 98010
PHONE: (360) 886-2560 - FAX: (360) 886-2592

Permit #: SEP12-0008

SPECIAL EVENTS PERMIT

PRIMARY CONTACT & INFORMATION:

LAKE SAWYER COMMUNITY CLUB
STEVE FRANK
PO BOX 191
BLACK DIAMOND, WA 98010
(206) 795-2873

EVENT INFORMATION

Name of Event:	LSCC 4TH OF JULY EVENTS
Date of Event:	7/4/12
Time/Length of Event:	8AM-11PM
Location of Event:	LAKE SAWYER
Estimated Attendance:	100
Insurance Company:	CANFIELD

CONDITIONS OF PERMIT

- Please coordinate with staff (360.886.5700) for pick-up and return of the key to the gate for access along 312th Street. Duplication of the key is prohibited.
- Please limit the amount of vehicles in and out of the Regional Park. Vehicles should maintain adequate distance (50-100 feet) from the lake shore in the protection of water quality and/or getting stuck. Non-authorized vehicles shall not be allowed to access the Regional Park and should be kept out.
- Parking along both sides of 312th Street is prohibited.
- Utmost care must be used while loading and unloading explosives and/or chemicals. Spilling of these reagents along the lake shore, in the water or within the Park is prohibited. Since explosives are being used, Fire Department approval is needed. Please supply verification from the Fire Department that they are regulating their use on City property and for the safety of the people involved with the fireworks. Please supply the City with any permits required for these activities.
- All trash and debris from the activities at the Regional Park for this event must be picked up and sent to an appropriate facility for disposal.
- No smoking is allowed within City Parks.
- No overnight camping is allowed as adequate facilities (i.e. bathrooms, wash areas, etc.) will not be provided according to the application.

_____ _____

Signature Date

South end Lake Sawyer Regional Park multiday use request

The central event for the Lake Sawyer Community Club July 4th activities is the fireworks display. We have contracted with Mountain View Fireworks Display to put on the event. This will be the third year they have done so. As we did last year we are requesting the use of the regional park for the purposes of loading and unloading the two docks for the fireworks display.

On Tuesday, July 3rd, 2012 we would move the two floating rafts to the park at the south end of Lake Sawyer and moor them in the approximate location as marked on the attached map. Mountain View Fireworks Display would add plywood to the top surfaces of the floating rafts and the load the empty launching tubes (sewer pipes) to the floating rafts. They will remain empty overnight and nothing of value would be on the rafts.

On Wednesday July 4th, 2012 Mountain View Fireworks Display would load the tubes with the actual fireworks and wire the igniters. The floating rafts with fireworks would be attended by Charlie Wilson and his staff the entire day. At approximately 7:00pm the floating rafts would be towed to the center of the lake and anchored. After the fireworks display the rafts would be returned to the park.

On Thursday July 5th, 2012 the launching tubes and plywood would be removed from the rafts. The rafts would then be returned to their home base.

Review Process Status Report

Permit: SEP12-0008

1010 - Planning Review **Complete?** Y

05/30/2012 By: SWELSH Minutes: 20 Original Due Date: 06/05/2012 Action: CMP Y

FIREWORKS SET-UP TO OCCUR ON 7/3, FIREWORKS SHOW AND OTHER 4TH OF JULY EVENTS TO OCCUR ON 7/4 AND FIREWORKS RAFT REMOVAL ON 7/5. SINCE THIS IS A MULTI-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.

Total Time: 20

1030 - Building Review **Complete?** Y

05/29/2012 By: RMEYERS Minutes: 20 Original Due Date: 06/05/2012 Action: CMP Y

Total Time: 20

1050 - Public Works Review **Complete?** Y

05/24/2012 By: DDALSANTO Minutes: 10 Original Due Date: 06/05/2012 Action: CMP Y

NONE

Total Time: 10

1060 - Fire Review **Complete?** Y

05/31/2012 By: RYOUNG Minutes: 30 Original Due Date: 06/05/2012 Action: CMP Y

Application for fireworks display must be made and include all state / NFPA and IFC required information, before Fire will approve the display.

Inspection of fireworks display platform and loaded fire works is required. Contact F.M. at 253-569-4211 or at office 253-735-0284 to establish inspection date/time.

Total Time: 30

1070 - Police Review **Assigned: JKIBLINGER - 6/5/2012** **Complete?** N

Total Time: 0

1080 - Parks Review **Assigned: JKIBLINGER - 6/5/2012** **Complete?** Y

05/24/2012 By: ANIX Minutes: 45 Original Due Date: 06/05/2012 Action: CMP Y

Please coordinate with staff (360.886.5700) for pick-up and return of the key to the gate for access along 312th Street. Duplication of the key is prohibited.

Please limit the amount of vehicles in and out of the Regional Park and vehicles should maintain adequate distance (50-100 feet) from the lake shore in the protection of water quality and/or getting stuck. Please give a rough estimate on the number of vehicles needed for the activities within the Regional Park. Non-authorized vehicles shall not be allowed to access the Regional Park and should be kept out. Parking along both sides of 312th Street is prohibited.

Utmost care must be done while loading and unloading explosives and/or chemicals. Spilling of these reagents along the lake shore, in the water or within the Park is prohibited. Since explosives are being used, Fire Department approval is needed. Please supply verification from the Fire Department that they are regulating their use on City property and for the safety of the people involved with the fireworks. Please supply the City with any permits required for these activities.

All trash and debris from the activities at the Regional Park fro this event must be picked up and sent to an appropriate facility for disposal.

No smoking is allowed within City Parks.

No overnight camping is allowed as adequate facilities (i.e. bathrooms, wash areas, etc.) will not be provided according to the application.

Total Time: 45

1190 - Permit Tech Review **Assigned: ADONLAN - 6/5/2012** **Complete?** N

Total Time: 0

1200 - Administration Review **Assigned: BMARTINEZ - 6/5/2012** **Complete?** N

Total Time: 0

1210 - Economic Development Review **Assigned: BMARTINEZ - 6/5/2012** **Complete?** Y

06/01/2012 By: AWILLIAMSON Minutes: 15 Original Due Date: 06/05/2012 Action: CMP Y

Total Time: 15

Total Reviews: 9 **Total Time:** 140