



CITY OF BLACK DIAMOND
September 5, 2013 Council 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.

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

Proclamation - National Recovery Month

Mayor Olness

Proclamation - Emergency Preparedness Month

Mayor Olness

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|--|----------------|
| 1.) AB13-067 – Resolution Re-authorizing the City to Invest Funds in the LGIP | Ms. Miller |
| 2.) AB13-068 – Ordinance Amending Residential Cluster Development Code | Ms. Welsh |
| 3.) AB13-063A – Resolution Authorizing On-Call Task with Parametrix for Springs | Mr. Williamson |
| 4.) AB13-064A – Resolution Authorizing Agreement with RH2 for Springs Predesign | Mr. Williamson |

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 5.) **Claim Checks** – September 5, 2013, Check No. 39924 through No. 39997 (void check nos. 39923 and 39938) in the amount of \$316,150.47
- 6.) **Minutes**– Workstudy Notes August 15, 2013 and Regular Meeting Minutes of August 15, 2013 and Special Meeting Minutes of August 21, 2013

EXECUTIVE SESSION: To discuss with Legal Counsel potential litigation pursuant to RCW 42.30.110(1)(i)

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 13-889, Re-authorizing the City of Black Diamond to Investments in the State of Washington's Local Government Investment Pool (LGIP).	Agenda Date: September 5, 2013	
	AB13-067	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	X
	Natural Resources/Parks – Aaron Nix	
	Economic Devel. – Andy Williamson	
Cost Impact: 0	Police – Jamey Kiblinger	
Fund Source: Investment Interest Income	Court – Stephanie Metcalf	
Timeline:	Comm. Dev. – Stacey Welsh	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Resolution No. 13-889 and Transaction Authorization Form		
SUMMARY STATEMENT: <p>The State of Washington's Local Government Investment Pool (LGIP) is requiring that all cities update an Investment Resolution that authorized the Cities to deposit and withdraw monies in the Local Government Investment Pool (LGIP). This Resolution authorized the City of Black Diamond to deposit and withdraw monies in the Local Government Investment Pool.</p> <p>This is a housekeeping Resolution needed by the State. Most small cities, including the City of Black Diamond utilize the Local Government Investment Pool. This Investment Pool has adopted objectives that incorporate best practice based on the safety of the Investment, liquidity to ensure easy availability of deposit and with draws, and return on investment in conformance with federal, state and other legal requirements.</p> <p>The attached updated Authorization Form designates the individuals authorized to make or withdraw Investments for the City of Black Diamond for the Local Government Investment Pool.</p>		
COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed the Resolution at their August 29, 2013 meeting and recommended approval.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-889, re- authorizing the City of Black Diamond to Invest in the Local Government Investment Pool (LGIP).		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 5, 2013		

RESOLUTION NO. 13-889

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REAUTHORIZING INVESTMENT OF THE CITY OF BLACK DIAMOND'S MONIES IN THE LOCAL GOVERNMENT INVESTMENT POOL (LGIP)

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the deposit of money by an authorized governmental entity for purposes of investment by the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, the City of Black Diamond, the "governmental entity", to deposit funds available for investment in the LGIP; and

WHEREAS, any deposits made on behalf of the governmental entity shall be first duly authorized by the City of Black Diamond, the "governing body" of the governmental entity, in this resolution or a subsequent resolution, and a certified copy of said resolution shall be filed with the State Treasurer's Office; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the deposit of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional authorization form, to the individuals designated herein;

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

Section 1. The Mayor does hereby authorize the deposit and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and applicable policies and procedures for LGIP.

Section 2. The governing body has approved the Local Government Investment Pool Transaction Authorization Form as completed by the City of Black Diamond and incorporates said Authorization Form into this resolution by reference and does hereby attest to its accuracy.

Section 3. The governmental entity designates Rebecca Olness, Mayor, the "authorized individual" to authorize all amendments, changes, or alterations to the Authorization Form or any other documentation, including designating other individuals to make deposits and withdrawals on behalf of the governmental entity.

Section 4. This delegation ends upon termination of the authorized individual's relationship with the governmental entity or further action by the governing body terminating the delegation. It is the responsibility of the governing body to notify the

State Treasurer's Office immediately when any action has been taken to end this delegation.

Section 5. The Authorization Form as incorporated into this resolution or hereafter amended by delegated authority or any other documentation signed or otherwise approved by the authorized individual shall remain in effect should the authorized individual's delegate authority be terminated or otherwise end. No amendments, changes, or alterations shall be made to the Authorization Form or any other documentation until the entity passes a new resolution naming a new authorized individual.

Section 6. The governing body acknowledges that neither the State of Washington nor the State Treasurer guarantees any investment made by the governmental entity in the LGIP and it is possible to lose money by investing in the LGIP. Therefore, the governing body agrees to hold the State of Washington, the State Treasurer, and the LGIP harmless from any investment losses incurred as a result of investment with the LGIP.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY SEPTEMBER, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

OFFICE OF THE WASHINGTON STATE TREASURER
LOCAL GOVERNMENT INVESTMENT POOL and/or REVENUE DISTRIBUTION

TREASURY MANAGEMENT SYSTEM (TM\$)
WEB CLIENT LOGON AUTHORIZATION FORM

Name of Entity: CITY OF BLACK DIAMOND, WASHINGTON

Note: each Full access LGIP person must also be listed on the Transaction Authorization Form. Please fill out this form completely, including any existing information, as this form will replace the previous form.

TM\$ LGIP / Revenue Dist. Web access requested for the following

1. ☐ Add ☐ Delete ☒ Update ☐ No Change

LGIP: ☒ Full Access ☐ View only Rev Dist: ☐ View only

2. ☐ Add ☐ Delete ☒ Update ☐ No Change

LGIP: ☒ Full Access ☐ View only Rev Dist: ☐ View only

Name: Mayene Miller	Name: Brenda Martinez
Title: Finance Director	Title: Assistant City Administrator
E-mail address: mmiller@ci.blackdiamond.wa.us	E-mail address: bmartinez@ci.blackdiamond.wa.us
Phone: 360-886-5700	Phone: 360-886-5700
OST Appr Date: UserID:	OST Appr Date: UserID:

3. ☒ Add ☐ Delete ☐ Update ☐ No Change

LGIP: ☒ Full Access ☐ View only Rev Dist: ☐ View only

4. ☒ Add ☐ Delete ☐ Update ☐ No Change

LGIP: ☒ Full Access ☐ View only Rev Dist: ☐ View only

Name: Mark Hoppen	Name: Dave Gray
Title: City Administrator	Title: Deputy Finance Director
E-mail address: mhoppen@ci.blackdiamond.wa.us	E-mail address: dgray@ci.blackdiamond.wa.us
Phone: 360-886-5700	Phone: 360-886-5700
OST Appr Date: UserID:	OST Appr Date: UserID:

By signature below, I certify I am authorized to represent the institution/agency for the purposes of this transaction.

	Mayor	September 5, 2013
(Authorized Signature)	(Title)	(Date)
Rebecca Olness	rolness@ci.blackdianond.wa.us	(360)886-5700
(Print Authorized Name)	(E-mail address)	(Phone no.)

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer. Please mail this form to the address listed below:

OFFICE OF THE STATE TREASURER
LOCAL GOVERNMENT INVESTMENT POOL
LEGISLATIVE BUILDING
P. O. BOX 40200
OLYMPIA WA 98504-0200
Fax: 360/902-9044

Date Received: ____ / ____ / ____

Fund Number: _____

OK'd by: _____

(For OST use only) 02/22/13

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance No. 13-1010, relating to allowed densities within Residential Cluster Developments.	Agenda Date: September 5, 2013 AB13-068	
Cost Impact: \$0 Fund Source: n/a Timeline: n/a	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
	Economic Devel. – Andy Williamson	
	Police – Jamey Kiblinger	
Court – Stephanie Metcalf		
Comm. Dev. – Stacey Welsh	X	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Ordinance No. 13-1010		
SUMMARY STATEMENT: <p>In December 2012, the City Council approved amendments to the City’s Comprehensive Plan. Part of those amendments included a proposal to define intended residential densities in terms of dwelling units allowed per “net” acre instead of “gross” acreage. The intent of the Plan amendment was to exclude sensitive areas and their required buffers from density calculations. That policy amendment requires that an amendment be made to Chapter 18.86 (Residential Cluster Development) in order to ensure consistency between the Comprehensive Plan and implementing development regulations.</p> <p>The amendment to BDMC 18.86 proposes to achieve this by noting in 18.86.040.A that for the purposes of calculating density for a cluster development, that portion of a site containing sensitive areas and buffers pursuant to BDMC 19.10 (Sensitive Areas Ordinance) is expressly excluded. Cluster developments would still be allowed, but only those portions of a site otherwise considered to be “developable” can be included for the purpose of determining allowable densities. In instances where sites include sensitive areas and/or buffers, it will reduce their overall development potential. Another minor amendment is proposed to 18.86.030.C, as section 2 includes redundant and confusing language.</p> <p>The Planning Commission held a public hearing on this potential amendment at their meeting on April 9, 2013. No public testimony was provided. The proposed Residential Cluster Development (RCD) code amendment would make the development regulations consistent with the Comprehensive Plan. The Planning Commission voted to recommend to the City Council to change the RCD code in this manner.</p>		
COMMITTEE REVIEW AND RECOMMENDATION: Discussed at the March 13 th & August 7, 2013 Planning & Community Services Committee.		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 13-1010, relating to allowed densities within Residential Cluster Developments; amending BDMC 18.86; providing for severability; and establishing an effective date.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 5, 2013		

CITY OF BLACK DIAMOND WASHINGTON

ORDINANCE NO. 13-1010

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, RELATING TO ALLOWED DENSITIES WITHIN RESIDENTIAL CLUSTER DEVELOPMENTS; AMENDING BDMC CHAPTER 18.86; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City adopted a new Zoning Code in June 2009, which include provisions for allowing clustered residential development (BDMC 18.86); and

WHEREAS, in 2012, the City of Black Diamond Comprehensive Plan was amended to reflect that residential densities are to be calculated based upon “net” instead of “gross” acres; and

WHEREAS, this change in policy requires the Black Diamond Municipal Code to be amended to ensure consistency between the Comprehensive Plan and implementing development regulations; and

WHEREAS, the Planning Commission conducted a duly advertised public hearing on April 9, 2013 regarding the proposed change, at which no public comment was provided; and

WHEREAS, the Planning Commission voted to recommend that the City Council adopt the proposed amendments;

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (RCW Chapter 43.21.C), pursuant to Washington Administrative Code Chapter 197-11, and a Determination of Non-Significance (“DNS”) was issued on March 22, 2013; and

WHEREAS, in accordance with RCW 36.70A.106 and WAC 365-196-620, a notice of intent to adopt the proposed amendments was sent to the State of Washington Department of Commerce and to other state agencies to allow for a 60-day review and comment period, which comment period ended prior to adoption of this ordinance; and

WHEREAS, the proposed amendments are consistent with, and serve to implement, the City’s adopted Comprehensive Plan; and

WHEREAS, the City Council finds that the amendments to BDMC Ch. 18.86 are in the best interest of the public health, safety and welfare;

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

Section 1. Amendment of BDMC Chapter 18.86 (Residential Cluster Development).
Chapter 18.86 of the Black Diamond Municipal Code is hereby amended (*amendments shown in legislative revisions marks*) to read as follows:

18.86.010. - Intent.

The intent of the residential cluster development (RCD) provisions is to accommodate the ~~overall~~ density of the underlying zoning district while allowing residential development to utilize less land area. The RCD standards are intended to allow for innovative design, and promote the city's vision of a "Rural by Design" development pattern.

18.86.020 - Applicability.

- A. All residential zoning districts are eligible to apply for approval of residential cluster development.
- B. Cluster development may be applied to both multi-family and attached/detached single-family residential developments of three or more dwelling units.

18.86.030 - Procedures and criteria.

- A. Review Procedures. RCD applications are processed as a Type 3 Hearing Examiner decision pursuant to the provisions set forth in Chapter 18.08. Proposals for clustering shall be subject to and consolidated with the provisions for preliminary plat approval, if individual lot ownership is proposed.
- B. Criteria for Approval. The hearing examiner may approve a RCD only if it is found that:
 - 1. The location, design, and uses are consistent with the goals and policies of the comprehensive plan, the city's development codes and other city plans and ordinances;
 - 2. The residential development integrates with its surroundings and is designed to harmonize with existing or proposed development in the neighborhood, including the project's response to BDMC 18.86.040(F);
 - 3. The traffic generated by the development can be accommodated safely and within adopted level of service for affected streets;

4. All development will be served by existing or planned facilities and services; and

5. The development makes provision for the preservation of the natural environment and/or identified open space or trails per the comprehensive plan.

C. Scope of Approval.

~~1. Through a RCD, modifications to the setbacks, height, lot area, building coverage and development coverage standards of the underlying zone district may be granted.~~

~~2. Approval of an RCD shall constitute a deviation of standards on the design of the site for only those designs and standards that are specifically included. Such revision of standards shall remain in effect until the residential development is constructed, or until its approval expires, at which time the underlying zoning standards automatically return to effect.~~

18.86.040 - Development standards.

A. The following standards are applicable to an RCD application:

1. Density. The maximum density of the underlying zone shall apply. Maximum density is determined by multiplying the allowable maximum density of the underlying zone district by the gross acreage of the site, less any area containing sensitive areas and buffers required pursuant to BDMC 19.10, prior to development.

2. Minimum Site ~~Size~~Area Required. Three times the minimum lot size as required in the underlying zone district.

3. Minimum Lot Size. The minimum lot size by underlying zone district is:

- a. R4 Zone: six thousand square feet.
- b. R6 Zone: four thousand square feet.
- c. MDR8 Zone: two thousand eight hundred square feet.

4. Height. The maximum building height of the underlying zone may be increased, provided the height of buildings is compatible with the scale of the surrounding neighborhood, does not adversely affect existing scenic views, and ensures a reasonable balance of light and shadow on adjacent properties. Increased setbacks and location of structures may be used to mitigate effects of increased height and to insure compatibility.

5. Other Lot Standards. Deviations may be granted to the underlying zone development standards including setbacks, lot area, building coverage, and development coverage, except as limited herein.

B. Perimeter Setbacks. At a minimum, structures shall comply with the setbacks of the underlying zone along all perimeter lot lines of the overall site.

C. Circulation.

1. All public or private streets within the development and adjacent rights-of-way shall be designed and constructed in accordance with city street standards. Private driveways may provide different design alternatives.

2. Provision shall be made for a functional pedestrian circulation system that assures the safe movement of pedestrians both on the site and between nearby properties and activities.

3. All streets and parking areas shall contribute to the overall aesthetic design of the project while minimizing traffic congestion and the amount of impervious surface area.

4. The provision for adequate parking, loading, access and circulation facilities within the RCD shall be those contained in the parking requirements as set forth in Chapter 18.80. The hearing examiner may modify these standards to best meet the needs and objectives of the project, provided project parking will not spill over into nearby neighborhoods.

D. Screening. All utility facilities, loading areas, trash containers, and outdoor storage areas shall be screened from surrounding properties. Solid fences, walls, and blank walls of buildings shall be softened through the use of trees and/or other landscaping materials if their impact cannot be minimized through architectural design or orientation.

E. Open Space.

1. Open Space Designation. The remaining land not developed for a permitted use shall be maintained as common open space. If an RCD is being subdivided, open space areas shall be located on a separate tract or tracts and shall be developed for recreational uses or set aside to preserve environmentally sensitive areas. Open space shall not include land for streets, driveways, parking or other infrastructure improvements, unless such facilities are integral to providing public accessibility to an open space amenity.

2. Development. Facilities and other improvements that enhance recreational use may be located in an open space.

3. Open Space Plan. An open space plan is required to identify all improvements, including trails and other active and passive recreational facilities and areas, environmentally sensitive areas, significant trees pursuant to Chapter 19.30, other vegetation to be preserved, and designation of areas for general public access. A management plan outlining maintenance responsibility shall be included as part of the plan.

4. Guarantees. A legal instrument approved by the city and recorded with King County, which shall include a notice on the title referencing the legal instrument, shall be executed by the property owner. The legal instrument shall include the following types of guarantees:

- a. Retention of the open space per the open space plan prescribed in subsection (E)(3) of this section;
- b. Provision for perpetual maintenance of the open space and commonly owned facilities;
- c. Grant to or reservation for the use of property owners of all open space and commonly owned facilities within the development;
- d. Conveyance to a property owners' association or corporation;
- e. Execution of a conservation easement in favor of the city; and
- f. Conveyance by deed or easement for public use.

F. Site Design Elements Reflecting the Setting and Community Heritage. An RCD application shall indicate how the RCD proposal responds to the following community interests:

1. Maintaining, enhancing, or replacing existing native vegetation along arterial and collector streets;
 2. Integration of local cultural or historical features into site design;
- and
3. Integration of local architectural components as identified in the design guidelines adopted pursuant to Chapter 18.74.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 5TH DAY OF SEPTEMBER, 2013.

CITY OF BLACK DIAMOND

Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

Brenda Martinez, City Clerk

Approved as to form:

Chris D. Bacha,
Kenyon Disend PLLC
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 13-1010
Date of Publication:
Effective Date:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 13-885, authorizing an on-call task request with Parametrix for survey work at the Black Diamond Springs.	Agenda Date: September 5, 2013 AB13-063A	
Cost Impact: \$26,381.65 Fund Source: W.S.S.F.A Timeline:	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	
	City Attorney – Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
	P.W./Ec. Dev. – Andy Williamson	X
Police – Jamey Kiblinger		
Court – Stephanie Metcalf		
Comm. Dev. – Stacey Welsh		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Resolution No. 13-885; On-Call Task Request		
SUMMARY STATEMENT: Parametrix is the city's on-call survey consultant, who will be used to properly determine the reconstruction of the city's spring collection site to map existing conditions and to provide topography details to help in the cost determination and the rebuilding of the springs. This work will be funded by the WSSFA partners		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-885, authorizing an on-call task request with Parametrix for survey work at the Black Diamond Springs.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 15, 2013	Pulled from Agenda	
September 5, 2013		

RESOLUTION NO. 13-885

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING AN ON-CALL TASK REQUEST WITH
PARAMETRIX FOR SURVEY WORK AT THE BLACK
DIAMOND SPRINGS**

WHEREAS, Parametrix was hired as the City's On-Call Survey Consultant per Resolution No. 12-782; and

WHEREAS, work under the on-call contract must be executed through an on-call task request; and

WHEREAS, survey work is needed at the springs in order to map existing conditions and topography; and

WHEREAS, this survey work will be funded through the Water Supply and Facilities Funding Agreement (WSFFA);

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 an On-Call Task Request with Parametrix for survey work at the Black Diamond Springs in the amount of \$26,381.65.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF SEPTEMBER, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

Exhibit B

City of Black Diamond On-Call Task Request

Date:	Revised 5/6/13	City Staff Contact:	Seth Boettcher
Project Name:	Black Diamond Springs/Turbine Survey	Phone:	360-886-2560
Parametrix Project No.:	247-3043-013, Phase 03	Fax:	360-886-2592
Request Made To:	Dave Ironmonger		
Parametrix Phone:	253-604-6600		
Parametrix Fax:	253-604-6799		

Scope of Task Request

Goal

To prepare a topographic base map showing existing features, conditions, and improvements within the City of Black Diamond Springs parcels and along a proposed alignment for Hydropower and Potable Water Collection System.

Approach

Parametrix surveyors will establish horizontal and vertical control using GPS observations and constraining to Washington State Reference Network (WSRN). Horizontal datum will be NAD 83/2010 Washington State Plan Coordinate System, North Zone. Vertical datum will be gathered in NAVD 88 and converted to NGVD 29 to be compatible with City of Black Diamond vertical datum.

Mapping will be performed over the following areas:

1. A survey control traverse will be run along an existing dirt road beginning at the access gate on Enumclaw-Franklin Road and continuing to the parking and turnaround area northeast of Spring 2. Once the control is established, mapping will include the parking area, turnaround, and Turbine/Pump Station site.
2. Surveyors will map the alignment of the existing waterline and appurtenances, including valves, concrete walls, and structures that control the flow of potable water into the City's conveyance system at each of the four springs. Mapping will also include the limits of an access road between the springs, as well as the topography surrounding each spring, providing limited information as to the overflow alignment, top-of-slope, fence lines, trails, culvert crossings, and other improvements. Large significant trees that are near the waterline corridor will be located. Mapping will also include the existing potable water supply pipe and the power penstock from the collection box at Spring 2 to the Turbine/Pump Station on the south bank of the Green River.
3. The topography along the existing potable water supply line and power penstock from the top of bank to the turbine will include significant trees, so that the most stable alignment from the top of the ridge to the turbine/pump house can be designed.
4. North Bank Pump Station and Surrounding Ground – Visible improvements and existing ground conditions will be mapped. The mapping of interior improvements within the building is not included in this scope, unless otherwise directed by the City. The two existing water mains will be located from the bridge to the North Bank Pump Station. The center line of the existing road will be located from the bridge to the North Bank Pump Station.
5. Surveyors will map the alignment of an existing creek beginning at the northeasterly limits near Palmer Spring and continuing southwesterly to a point where it joins the overflow from Spring 1. Mapping will be limited to the center line of the creek with information as to the width at time of survey. Ordinary High-Water Marks are not included in this scope.

Exhibit B

6. The potential overflow catchment area, which is approximately 100 feet wide and 300 feet in length and lies between Palmer Spring and Spring 3, will be mapped and included in the surface.
7. Foot Bridge – Surveyors will map anchor lines, landings, center-of-walkway, waterlines, and all other visible appurtenances associated with the foot bridge.
8. Cross-section of the Green River – Using the above-referenced foot bridge, surveyors will provide soundings from the bridge in order to define the bed of the river.
9. Turbine/Pump Station – Mapping will include the limits of the structure, as well as the concrete headwall and sandstone vertical cut-bank toe that extends northeasterly along the southerly edge of the river. The turbine tailrace discharge pipe will also be located.
10. Surveyors will field-tie section subdivision corners as identified on Boundary Line Adjustment AFN 20051123900038, records of King County. The locations of these corners will support the resolution of the City boundary near the proposed improvements.

Assumptions

- The boundary survey as referenced in this scope is based upon the aforementioned Boundary Line Adjustment.
- A title report will not be ordered nor does this scope include the setting of property corners.
- City to provide access to all gates.
- A Reserve Fund for Additional Surveying as requested by the City is provided in the budget.

Delivery

- AutoCAD Civil 3D base map.

Schedule

Field work will commence upon an agreed schedule with the City.

Exhibit B

Budget Estimate: \$26,381.65

					David A. Ironmonger	Scott D. Spees	Robert J. Spliers	Dennis L. Harmon	Shannon Ihlen	Marriah K. Harse
					Survey Supervisor	Surveyor III	Surveyor II	Surveyor II	Sr Project Control Specialist	Project Accountant
Burdened Rates:					\$143.00	\$99.00	\$72.00	\$85.00	\$63.00	\$63.00
Phase	Task	Description	Labor Dollars	Labor Hours						
03		Springs/Turbine Survey								
	01	Project Management/Expenses	\$950.00	10	4				4	2
	02	Survey	\$14,364.00	168		84	84			
	03	Base Map	\$3,864.00	40	8			32		
	04	Additional Survey - Reserve Fund	(see below)	0						
Labor Totals:			\$19,178.00	218	12	84	84	32	4	2

DIRECT EXPENSES:

Description	Amount
B & W 11 x 17	\$7.80
Plotter Bond	\$41.60
Mileage	\$254.25
WA Survey Equipment	\$567.00
Wa Survey Vehicle	\$333.00
Reserve Fund	\$6,000.00
Expense Total:	\$7,203.65
Project Total:	\$26,381.65

	Written Name		Title
	Signature		Date

*Costs are billed on a time and materials basis, Parametrix, Inc. shall notify the City should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.

ACITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 13-886, authorizing a professional services agreement with RH2, Inc. for the Black Diamond Springs Preliminary Alternatives Analysis	Agenda Date: September 5, 2013	
	AB13-064A	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Mark Hoppen	
	City Attorney – Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
	PW/Ec. Dev. – Andy Williamson	X
Cost Impact: \$34,578	Police – Jamey Kiblinger	
Fund Source: WSFFA	Court – Stephanie Metcalf	
Timeline: summer/fall 2013	Comm. Dev. – Stacey Welsh	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Resolution No.13-886; Professional Services Agreement		
SUMMARY STATEMENT: The City relies on natural springs on the south side of the Green River for a portion of its water supply. Some of the existing facilities for the capturing and transmission of the water are old, including an early 1900s suspension bridge over the river. The long-term purpose of the Spring Reconstruction project is to repair, replace and reconstruct the City's spring water source to provide for full use of the City's water right in an efficient and reliable way. The scope on this Professional Services Agreement is for a Preliminary Alternatives Analysis to determine a cost-effective and reasonable solution to meeting the long-term purpose of the overall project. This is a preliminary step to Task 3 (Preliminary Design for the Springs improvements) of the Water Supply and Facilities Funding Agreement (WSFFA) to set up a clear focus going into Task 3. This analysis will weigh the reliability, risks and costs for reconstruction of the Springs infrastructure in comparison to drilling a well on the north side of the Green River and changing the point of withdrawal of the water right		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-886, authorizing the Mayor to execute a Professional Services Agreement with RH2 Engineering, Inc. for the Black Diamond Springs Preliminary Alternatives Analysis.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 15, 2013	Pulled from Agenda	
September 5, 2013		

RESOLUTION NO. 13-886

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH RH2
ENGINEERING, INC. FOR THE BLACK DIAMOND
SPRINGS PRELIMINARY ALTERNATIVES ANALYSIS**

WHEREAS, the City relies on natural springs for the City's water supply; and

WHEREAS, an upgrade to the springs is a project on the Water Supply Facilities Funding Agreement (WSFFA); and

WHEREAS, the City anticipates utilizing the expanded capacity of the Springs' water source to meet the near term water system source capacity needs for the near term growth needs of the City; and

WHEREAS, the WSFFA was authorized through Resolution 311 and amended through Resolution 334; and

WHEREAS, Task 3 of the WSFFA specifies predesign work of the Springs Reconstruction Project; and

WHEREAS, this is a preliminary analysis that is necessary to provide direction prior to implementing Task 3 of the WSFFA; and

WHEREAS, this project is listed in the City's approved Capital Improvement Plan 2013-2018 as W1 and W5; and

WHEREAS, RH2 Engineering, Inc. was selected as the City's on-call engineer for engineering services on the City's water utility; and

WHEREAS, City staff has been in communication with the WSFFA partners regarding this work;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement with RH2 Engineering, Inc. for the Black Diamond Springs Preliminary Alternatives Analysis.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
SEPTEMBER, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated _____, 20__ and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: _____ Phone: 360-886-2560 Fax : 360-886-2592

and

RH2 ENGINEERING, INC. ("Consultant")

Physical Address: 22722 29th Drive SE, Suite 210

Bothell, WA 98021

Mailing Address: Same as above

Contact: Dan Ervin, P.E. Phone: 425-951-5400 Fax: 425-951-5401

Tax Id No.: 91-1108443

for professional services in connection with the following project:

Black Diamond Springs Preliminary Alternatives Analysis (the "Project").

TERMS AND CONDITIONS

1. Services by Consultant

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

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

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

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

2. Schedule of Work

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

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

2.3 Consultant is authorized to proceed with services upon _____.

3. Compensation

LUMP SUM. Compensation for the services provided in the Scope of Work shall be a Lump Sum of \$_____.

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$34,578 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

TIME AND MATERIALS. Compensation for the services provided in the Scope of Work shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

OTHER. _____

4. Payment

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

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

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

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

5. Discrimination and Compliance with Laws

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

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

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

6. Suspension and Termination of Agreement

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

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

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services

Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

8. Ownership of Work Product

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

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

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

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

10. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

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

13. Notice

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

City: City Administrator
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-886-2592

With a copy to: **Chris Bacha**
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027
Fax: 425-392-7071

Consultant: Dan Ervin, P.E.
RH2 Engineering, Inc.
22722 29th Drive, Suite 210
Bothell, WA 98021
Fax: 425-951-5401

14. Disputes

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

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

17. Extent of Agreement/Modification

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

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

CITY OF BLACK DIAMOND

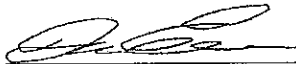
By: _____
Rebecca Olness
Its: Mayor

Date: _____

Attest:

By: _____
Brenda L. Martinez
City Clerk

CONSULTANT

By:  _____
Printed Name: Daniel R. Ervin, P.E.
Its: Vice President

Date: August 5, 2013

Exhibit A
Scope of Work – Phase One
City of Black Diamond
Black Diamond Springs
Preliminary Alternatives Analysis
August 2013

Background

The City of Black Diamond (City) relies on natural springs on the south side of the Green River for a portion of its municipal water supply. The spring source includes capture and impoundment facilities, transmission mains from the springs to a hydraulically-powered pump, a pressurized pipe crossing the Green River on an early 1900s cable suspension bridge, an electrically powered pump station, and several miles of transmission main to deliver the water into the City distribution system.

Some of the existing facilities are old, most notably the hydraulically-powered pump and the river crossing. These facilities are near the end of their useful service life. Some facilities are difficult to maintain. Some facilities are susceptible to damage or failure from slope instability. The structural integrity of the bridge and the risks of flood damage to the bridge will need to be evaluated.

A number of studies evaluating site conditions and improvement alternatives have been completed recently and will be used to the extent possible. Flow measurement equipment was installed in March 2013, and flow monitoring will continue through the spring, summer, and fall of 2013 to estimate individual spring flow rates. This flow data will be evaluated and used for developing design criteria for the proposed spring improvement alternative.

Purpose

The purpose of the Springs Reconstruction Project is to repair, replace and reconstruct the City's spring water source to provide for full use of the City's water right in a long-term, efficient, and reliable way that meets all of the Washington State Department of Health (DOH) requirements. The purpose of this scope, titled Preliminary Alternatives Analysis, is to determine a cost-effective and reasonable solution to meeting the main purpose of the overall project. More specifically, the Preliminary Alternatives Analysis will compare the cost, operations, and risks of the 1) Springs Reconstruction and 2) North Bank well. This project is to develop planning-level costs based on conceptual improvements required to improve reliability, better utilize the existing water rights, improve efficiency, reduce operating costs, and improve source quality protection. This project analysis is compatible with the goals and objectives of the Water Supply and Facilities Funding Agreement (WSFFA). This a preliminary step to Task 3 of the WSFFA (titled "Spring Water source Collection and Transmission System Improvements Preliminary Design") to provide information and an analysis of water source alternatives for upfront decision making going into the Task 3 design effort.

Engineering Outline

The engineering phase is summarized as follows:

1. Data Gathering
 - a. Pace Study (complete)
 - b. Nestle Geotech study (received)

City of Black Diamond
 Black Diamond Springs Preliminary Alternative Analysis

Exhibit A
 Scope of Work

- c. Flow monitoring by RH2 Engineering, Inc., (RH2) (in process)
2. Preliminary Alternatives Analysis (current scope pending)
3. Preliminary Design and Environmental (30-percent), (WSFFA Task 3)
4. Final Design and Bid Documents, (WSFFA Task 6)

Framework of Source Alternative Development

The concept and scope of each water source alternative to be explored will include the following items:

SPRINGS

1. **Spring development**, protection, and collection systems required to capture and constrain the spring sources (including decisions regarding which sources to capture) to minimize the possibility of contamination (either natural or sabotage) and reduce the likelihood of the springs being reclassified by DOH as Ground Water Under the Influence of Surface Water.
2. **Conveyance systems** required to deliver captured spring water to the north side of the river considering slope stability, pipeline access, construction and maintenance costs, flooding hazards, and possible joint-use for power generation.
3. **New or upgraded facilities** which make effective use of the different maximum instantaneous (Qi) and maximum annual (Qa) water right allocations. The City's primary municipal water supply, Black Diamond Springs 1, 2, and 3, is located on a slope above the south side of the Green River. The City holds Surface Water Certificate S1-00506C, which authorizes the diversion of 8 cubic feet per second (cfs) and 551 acre-feet per year (AFY) for municipal use. The City also holds Surface Water Certificate 3580, which authorizes the diversion of 2.93 cfs from Black Diamond Springs for hydropower. This evaluation will help in determining a practical useable instantaneous water right that is needed for the City water system, taking into account using the water source for summer peaking, not exceeding the hydraulic capacity of the existing 12-inch transmission main that is already installed and other factors related to the work. This assumption may be revised based on flow monitoring data to be acquired in 2013. The facility improvements need to consider the following goals.
 - Provide pumping capacity for the full use of the water right for year-round supply for the City.
 - Once the full use of the water right has been reached, further growth in the City will be supplied by Tacoma Water.
 - As the City continues to grow, spring water may be transitioned to a three (3) month summer supply, while fully utilizing the City's spring water annual water right.
 - Consider pumping water during lower power price periods and using the storage tanks for the daily peaks.
 - Consider the full use of the existing pumps until they reach capacity limits, unless it can be shown that pump replacement with this project is cost effective.
4. **New power generation facilities** construction that makes effective use of the City's water right for power with a long-range plan and compatibility for full use of the excess spring water for power generation under a new water right.

City of Black Diamond
 Black Diamond Springs Preliminary Alternative Analysis

Exhibit A
 Scope of Work

5. Pumping and treatment (chlorination) of potable spring water to the transmission main with optimum use of the existing facilities. The chlorination facility will need to be replaced with a system with enough capacity for full water right use during a three (3) month period.

NORTH BANK WELL

1. New well feasibility north of the Green River drawing water from the coal mines below.
2. Analyze the timing, feasibility, and risks of changing the point of withdrawal of the City's water right.
3. New piping to the pump house.
4. The goals of items 3, 4, and 5 of SPRINGS still apply.
5. Costs of bridge removal, if applicable.
6. A new well head protection plan.

Alternative Evaluation/Analysis

Task 1 – Capital, Risk, and Life-cycle Cost Evaluation

Objective: Identify the capital and operational cost impacts (including life-cycle costs) of two(2) water resource alternatives, including: 1) replacing existing equipment and processes at the springs with new and similar systems and processes to make full use of the City's water right; and 2) move and develop a new point of withdrawal on the north side of the Green River and constructing new treatment and pumping facilities and processes to make full use of the City's water right.

The above options will be compared and include a risk analysis of the City water supply alternatives assigning probabilities of loss or failure of major components from major events to the cost of replacement of those components. The risk analysis will also include the risk of losing a portion of the City's water right and assigning a value to the lost portion of the water right.

Additionally, RH2 will analyze the incremental cost of reconstructing the springs system to produce high enough flows to fully use the City's full water right during June through September as compared to normal system demand flow curves with the City of Tacoma's current pricing structure

Approach:

- 1.1 Review available studies and current flow data and conduct field reconnaissance of the springs, access roads, and collection/conveyance pipe alignment. Take measurements on exposed existing infrastructure.
- 1.2 Perform geotechnical investigation of on-site test pits. RH2 will help identify possible test pit locations. The City will dig test pits and RH2 will inspect test pits and provide a summary of the findings.
- 1.3 Identify the planning-level capital facility costs necessary for each alternative, including design, permitting, construction, and soft costs.
- 1.4 Review the City's spring operational cost analysis compared to the cost of purchasing water from the City of Tacoma at a flat usage and at a four (4)-month seasonal supply. This analysis will take into account the risk/vulnerability in the comparison of the options.

City of Black Diamond
Black Diamond Springs Preliminary Alternative Analysis

Exhibit A
Scope of Work

- 1.5 Identify the likely operational costs and impacts of relocating the point of withdrawal from the south side of the river (spring source) to the north side (groundwater source). Identify the potential collateral impacts of the change, including the potential reduction in water right Qi to match the Qa rate.
- 1.6 Determine the sizing, material, and planning-level cost for collection pipeline to gather the needed domestic water supply to a single point and for a domestic water transmission main from a single point of collection to the pump station.
- 1.7 Determine the existing conditions, structural load bearing capacity, and improvements, if any, that would be required to protect and extend the life of the existing bridge structure and support additional loads.
- 1.8 Compare the capital costs developed in subtask 1.3 with the various operating costs developed in subtasks and develop summaries of the life-cycle costs (capital and operating) at 10-year, 20-year, and 50-year thresholds for each of the supply alternatives.
- 1.9 Summarize and recommend an alternative in memo format based on the cost analysis (note: RH2 is aware of the legacy nature of the independent supply source and recognizes the intangible value of the existing supply source; however, this Scope of Work will not attempt to value that legacy component).
- 1.10 Deliver twelve (12) copies of the memo to City staff for review and comment. Meet with staff and make presentations as requested to other city departments and stakeholders.

Assumptions: *Capital and life cycle costs will be based upon past RH2 construction bids and experience and City of Tacoma supply fees and costs. This task will have limited hours, provide a brief overview, and conceptual cost analysis. RH2 is entitled to rely on the accuracy and completeness of any data, information or materials provided by the City or by third parties in relation to this work.*

Provided by the City:

- City of Tacoma wholesale rates.
- Construction records/reports of existing transmission main and other facilities at the spring site.
- City staff knowledge of construction or maintenance of existing transmission main and other facilities.
- Provide access to spring property for site visits. City will provide RH2 with two (2) sets of keys.
- Documentation of spring discharge measurements taken in the past.
- City-held geologic/hydrogeologic, site condition, facility reports, or any other documents related to the springs, the spring sites, or the spring facilities.
- Provide access to property not owned by the City, if necessary.
- Back-hoe and digging of the test pits
- Existing City rates and existing yearly demand patterns and amounts

RH2 Deliverables:

- Summary memo, electronic copy of analysis and memo, and copies of presentation materials.

EXHIBIT B

City of Black Diamond

Phase 1

Black Diamond Springs Preliminary Alternatives Analysis
Estimate of Time and Expense

Description Classification		Total Hours	Total Labor	Total Expense	Total Cost
Task 1 Capital, Risk, and Life-cycle Cost Evaluation					
1.1	Review available studies and conduct field reconnaissance	16	\$ 2,708	\$ 178	\$ 2,886
1.2	Perform geotechnical investigation	31	\$ 5,254	\$ 131	\$ 5,385
1.3	Identify planning-level capital facility costs	22	\$ 4,046	\$ 101	\$ 4,147
1.4	Review City's operating costs analysis and compare to cost of purchasing water from City of Tacoma	20	\$ 3,638	\$ 91	\$ 3,729
1.5	Identify operational impacts and costs of relocating point of withdrawal	14	\$ 2,580	\$ 65	\$ 2,645
1.6	Determine probable alignment for collection piping	26	\$ 4,520	\$ 113	\$ 4,633
1.7	Existing bridge evaluation	14	\$ 2,348	\$ 104	\$ 2,452
1.8	Compare capital costs	20	\$ 3,638	\$ 91	\$ 3,729
1.9	Summarize and recommend an alternative	24	\$ 3,982	\$ 145	\$ 4,127
1.10	Deliver copies to City staff and make presentation	4	\$ 770	\$ 76	\$ 846
Subtotal		191	\$ 33,484	\$ 1,094	\$ 34,578

EXHIBIT C
RH2 Engineering, Inc.
SCHEDULE OF RATES AND CHARGES

2013 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$204.00	Technician	IV	\$130.00
Professional	VIII	\$204.00	Technician	III	\$122.00
Professional	VII	\$196.00	Technician	II	\$90.00
			Technician	I	\$85.00
Professional	VI	\$181.00			
Professional	V	\$172.00	Administrative	V	\$121.00
Professional	IV	\$162.00	Administrative	IV	\$100.00
			Administrative	III	\$86.00
Professional	III	\$152.00	Administrative	II	\$70.00
Professional	II	\$140.00	Administrative	I	\$58.00
Professional	I	\$128.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-milage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.