



CITY OF BLACK DIAMOND
October 5, 2017 Regular Business Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

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. 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.

CONSENT AGENDA:

- 1) **Claim Checks** – October 5, 2017 - No. 45373 through No. 45421 in the amount of \$64,052.87
- 2) **Minutes** – Council Meeting of September 21, 2017

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|--|----------------|
| 3) AB17-055 – Resolution Awarding Bid on City Buildings Roof Replacement Project to Multifacet Group | Mr. Boettcher |
| 4) AB17-056 – Resolution Approving Contract with DKS Associates for Transportation Element of the Comprehensive Plan Update | Mr. Boettcher |
| 5) AB17-057 – Resolution Granting Final Plat Approval for Ten Trails PP1A Division 1 Subdivision | Mr. Williamson |
| 6) AB17-058 – Resolution Approving Interlocal Agreement and Operating Procedures with South County Area Transportation Board (SCATBd) | Mayor Benson |

DEPARTMENT REPORTS:

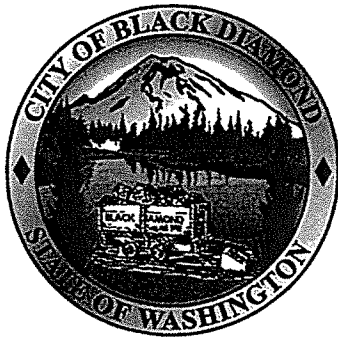
MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Deady
- Councilmember Morgan
- Councilmember Edelman
- Councilmember Weber
- Councilmember Pepper

ATTORNEY REPORT:

PUBLIC COMMENTS:
EXECUTIVE SESSION:
ADJOURNMENT:



CERTIFICATION

Date: October 5th, 2017 Council Meeting

Check No.'s/EFT Batch Name Check/EFT Date Amount

45373-45416	September – 3 rd September Batch for 10/05 Council	10/06/2017	\$ 54,129.54
45417-45421	October – 1 st October Batch for 10/05 Council	10/06/2017	\$ 9,923.33
		TOTAL	\$ 64,052.87

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER THE PENALTY OF PERJURY, THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED AND OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BLACK DIAMOND, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

May Miller
MAY MILLER, FINANCE DIRECTOR

CAROL BENSON, MAYOR

9-28-2017
DATE

DATE

COUNCILMEMBERS

DATE

Register

Fiscal: 2017

Deposit Period: 2017 - October, 2017 - September

Check Period: 2017 - October - 1st October Batch for 10/05 Council, 2017 - September - 3rd September Batch for 10/05 Council

Number	Name	Print Date	Amount
Check			
<u>45373</u>	Amanda Reeves	10/6/2017	\$1,004.73
<u>45374</u>	Axon Enterprise, Inc.	10/6/2017	\$255.92
<u>45375</u>	Beatriz Jordan	10/6/2017	\$190.66
<u>45376</u>	Black Diamond Auto Parts	10/6/2017	\$59.62
<u>45377</u>	Blumenthal Uniforms & Equipment	10/6/2017	\$13.82
<u>45378</u>	CDW Government, Inc	10/6/2017	\$146.61
<u>45379</u>	CenturyLink (AZ)	10/6/2017	\$30.84
<u>45380</u>	CenturyLink (WA)	10/6/2017	\$1,185.87
<u>45381</u>	Channing Bete Company, Inc.	10/6/2017	\$47.78
<u>45382</u>	CHS/Cenex	10/6/2017	\$1,878.62
<u>45383</u>	City of Enumclaw	10/6/2017	\$2,623.20
<u>45384</u>	City of Maple Valley	10/6/2017	\$1,725.00
<u>45385</u>	Comcast (34744)	10/6/2017	\$329.23
<u>45386</u>	Devon Gabreluk	10/6/2017	\$360.75
<u>45387</u>	Fairwood Group LLC	10/6/2017	\$150.00
<u>45388</u>	Geoffrey Boone	10/6/2017	\$360.75
<u>45389</u>	Gregory McManus	10/6/2017	\$80.00
<u>45390</u>	Home Depot Credit Service	10/6/2017	\$512.61
<u>45391</u>	Honey Bucket/Northwest Cascade Inc.	10/6/2017	\$176.00
<u>45392</u>	Johnsons Home & Garden	10/6/2017	\$180.20
<u>45393</u>	Jon E. Buss	10/6/2017	\$1,228.24
<u>45394</u>	Keating, Bucklin & McCormack, Inc., P.S.	10/6/2017	\$7,529.40
<u>45395</u>	King County Finance	10/6/2017	\$96.79
<u>45396</u>	King County Finance - I-Net	10/6/2017	\$375.00
<u>45397</u>	King County Finance - Water & Land Resources Div.	10/6/2017	\$1,477.33
<u>45398</u>	Legend Data Systems, Inc.	10/6/2017	\$51.04
<u>45399</u>	Luzville Goebel	10/6/2017	\$146.58
<u>45400</u>	Mt. View Fire & Rescue	10/6/2017	\$719.55
<u>45401</u>	Office Products Nationwide	10/6/2017	\$222.35
<u>45402</u>	Red the Uniform Tailor	10/6/2017	\$166.15
<u>45403</u>	Regional Animal Services of King County	10/6/2017	\$45.00
<u>45404</u>	Rehv Arms, LLC.	10/6/2017	\$3,107.59
<u>45405</u>	Safe Security	10/6/2017	\$52.48
<u>45406</u>	Shane O'Neill	10/6/2017	\$230.05
<u>45407</u>	South Correctional Entity	10/6/2017	\$5,042.15
<u>45408</u>	Steven W. Crawford	10/6/2017	\$250.00
<u>45409</u>	Summit Law Group	10/6/2017	\$2,397.00
<u>45410</u>	Tough Mudder, Inc.	10/6/2017	\$3,494.25
<u>45411</u>	Utilities Underground	10/6/2017	\$0.56

<u>45412</u>	Valley Communications	10/6/2017	\$13,134.38
<u>45413</u>	Verizon Wireless	10/6/2017	\$1,340.44
<u>45414</u>	Wa Assoc of Sheriffs & Police Chiefs	10/6/2017	\$75.00
<u>45415</u>	Washington State Patrol	10/6/2017	\$600.00
<u>45416</u>	Water Management Laboratories, Inc.	10/6/2017	\$1,036.00
<u>45417</u>	ADT Security Services (PA)	10/6/2017	\$49.99
<u>45418</u>	Kara Murphy Richards	10/6/2017	\$2,000.00
<u>45419</u>	Melanie Thomas Dane	10/6/2017	\$2,000.00
<u>45420</u>	Sorci Family LLC	10/6/2017	\$3,642.00
<u>45421</u>	Datec Incorporated	10/6/2017	\$2,231.34
		Total	\$64,052.87

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Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number		Title	

Black Diamond Auto Parts

45376	422758	8/15/2017	2017 - September - 3rd September Batch for 10/05 Council		
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint		\$59.62
Total 45376	Total 422758				\$59.62

Total Black Diamond Auto Parts

Blumenthal Uniforms & Equipment

45377	9011055	9/18/2017	2017 - September - 3rd September Batch for 10/05 Council		
		001-000-210-521-10-31-04	Uniforms		\$13.82
Total 45377	Total 9011055				\$13.82

Total Blumenthal Uniforms & Equipment

CDW Government, Inc

45378	KCG3302	9/7/2017	2017 - September - 3rd September Batch for 10/05 Council		
		Replacement Monitor	General Government Technology		\$146.61
		310-000-011-594-18-64-00			\$146.61
Total 45378	Total KCG3302				\$146.61

Total CDW Government, Inc

CenturyLink (AZ)

45379	1420148879	9/11/2017	2017 - September - 3rd September Batch for 10/05 Council		
		08/12-09/11 Services	Facilities-Communication		\$30.84
		001-000-254-518-20-42-00	Facilities-Old City Hall Main Line # 360-886-2560		\$30.84
Total 45379	Total 1420148879				\$30.84

Total CenturyLink (AZ)

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount

CenturyLink (WA)

45380

091117 CL

2017 - September - 3rd September Batch for 10/05 Council

09/11-10/11 Services

001-000-120-512-50-42-00	Telephone/DSL	\$48.66
001-000-214-521-20-42-00	PD/CT Security Line 253-631-1012 182B	\$81.82
001-000-214-521-20-42-00	Police-Fax 360-886-2901 325B	\$140.36
001-000-214-521-20-42-00	Police-T1 Line-KC Inet 206-T54-3585 584B	\$178.47
001-000-214-521-20-42-00	Police-Main Line 253-631-1012 182B	\$79.73
001-000-214-521-20-42-00	Police-Telephone/DSL/Air Cards	\$5.60
001-000-270-576-80-42-00	Police-Line 2 360-886-2862 596B	\$2.79
001-000-280-536-20-42-00	Telephone/DSL/Radios	\$30.70
101-000-000-542-90-42-01	PW Shop Allocation - 360-886-2523 656B	\$33.49
401-000-000-534-80-42-00	Telephone, DSL & Radios	\$311.81
401-000-000-534-80-42-00	PW Shop Allocation - 360-886-2523 656B	\$48.66
401-000-000-534-80-42-00	Telephone/DSL/Radios	\$53.25
401-000-000-534-80-42-00	Telephone/DSL/Radios	\$58.15
407-000-000-535-80-42-00	Water Reservoir 360-886-7235 830B	\$33.49
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$45.40
407-000-000-535-80-42-00	Diamond Glen Sewer 360-886-0537 580 B	\$33.49
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$45.40
407-000-000-535-80-42-00	Morganville Pump Station 360-886-2835 784B	\$33.49
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$45.40
407-000-000-535-80-42-00	Old Lawson Pump Station 360-886-8146 712B	\$33.49
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$45.40
407-000-000-535-80-42-00	PW Shop Allocation - 360-886-2523 656B	\$33.49
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$45.40
410-000-000-531-10-42-00	Ridge Sewer Pump Station 360-886-0474 006B	\$33.49
	Telephone/DSL/Radios	\$33.49
	PW Shop Allocation - 360-886-2523 656B	\$33.49

Total 091117 CL

Total 45380

Total CenturyLink (WA)

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
Channing Bete Company, Inc.				
45381	53360789	9/5/2017	2017 - September Batch for 10/05 Council	
	PD CPR Training 001-000-210-521-10-49-01		Training	\$47.78
Total 45381	Total 53360789			\$47.78
Total Channing Bete Company, Inc.				
CHS/Cenex				
45382	083117 CHS PD	8/31/2017	2017 - September Batch for 10/05 Council	
	PD Fuel 001-000-210-521-10-32-00		Fuel	\$1,878.62
Total 45382	Total 083117 CHS PD			\$1,878.62
Total CHS/Cenex				
City of Enumclaw				
45383	05116	9/13/2017	2017 - September Batch for 10/05 Council	
	Jail Services for August 001-000-211-523-60-49-00		Jail Costs	\$2,623.20
Total 45383	Total 05116			\$2,623.20
Total City of Enumclaw				
City of Maple Valley				
45384	INV03467	9/19/2017	2017 - September Batch for 10/05 Council	
	August Services ILA Building Inspector 001-000-240-558-51-41-03		CD-Bldg /Code Inspc. Svs	\$1,725.00
Total 45384	Total INV03467			\$1,725.00
Total City of Maple Valley				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Comcast (34744)					
45385	091017 0106172	09/17-10/16 Services 001-000-214-521-20-42-00	9/10/2017	2017 - September - 3rd September Batch for 10/05 Council	
		Police Cable TV Act 8498 34 014 0106172			\$3.28
	Total 091017 0106172				\$3.28
45385	091217 0122286	09/11-10/21 Services 001-000-120-512-50-42-00	9/12/2017	2017 - September - 3rd September Batch for 10/05 Council	
		Court Internet Act 8498 34 014 0122286			\$230.95
	Total 091217 0122286				\$230.95
45385	091617 0106156	09/25-10/24 Services 001-000-214-521-20-42-00	9/16/2017	2017 - September - 3rd September Batch for 10/05 Council	
		Police Internet Act 8498 34 014 0106156			\$95.00
	Total 091617 0106156				\$95.00
Total Comcast (34744)					\$329.23
Devon Gabreluk					\$329.23
45386	092117 DG	Tough Mudder Traffic Control 001-000-210-521-10-18-01	9/21/2017	2017 - September - 3rd September Batch for 10/05 Council	
	Total 092117 DG			Other Agency Overtime-Reimbursed	\$360.75
Total 45386					\$360.75
Total Devon Gabreluk					\$360.75

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	

Fairwood Group LLC

45387	PLN16-0072	9/26/2017	2017 - September - 3rd September Batch for 10/05 Council		
		SEPA Consultant Deposit Refund	Prof Serv- Pass Thru Reimbursement		\$150.00
		001-000-240-558-60-41-01			\$150.00
	Total 45387				\$150.00
	Total PLN16-0072				\$150.00
	Total 45387				\$150.00
	Total Fairwood Group LLC				\$150.00

Geoffrey Boone

45388	092117 GB	9/21/2017	2017 - September - 3rd September Batch for 10/05 Council		
		Tough Mudder Traffic Control	Other Agency Overtime-Reimbursed		\$360.75
		001-000-210-521-10-18-01			\$360.75
	Total 45388				\$360.75
	Total 092117 GB				\$360.75
	Total 45388				\$360.75
	Total Geoffrey Boone				\$360.75
	Gregory McManus				\$360.75

Gregory McManus

45389	PLN17-0009	9/26/2017	2017 - September - 3rd September Batch for 10/05 Council		
		SEPA Consultant Deposit Refund	Prof Serv- Pass Thru Reimbursement		\$80.00
		001-000-240-558-60-41-01			\$80.00
	Total 45389				\$80.00
	Total PLN17-0009				\$80.00
	Total 45389				\$80.00
	Total Gregory McManus				\$80.00

Home Depot Credit Service

45390	1011877	8/10/2017	2017 - September - 3rd September Batch for 10/05 Council		
		Operating Supplies			\$49.70
		001-000-270-576-80-31-03			\$49.70
	Total 1011877				\$49.70
	1012192	9/19/2017	2017 - September - 3rd September Batch for 10/05 Council		
		Police Bldg Repairs & Maintenance			\$110.97
		001-000-212-521-50-48-02			\$110.97
	Total 1012192				\$110.97

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
45390	6572410		7/26/2017	2017 - September Batch for 10/05 Council	
		001-000-270-576-80-31-10		Community Event Supplies	\$29.79
	Total 6572410				\$29.79
45390	6573440		9/14/2017	2017 - September Batch for 10/05 Council	
		001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance	\$159.52
	Total 6573440				\$159.52
45390	9011059		9/11/2017	2017 - September Batch for 10/05 Council	
		001-000-530-522-10-48-00		Repair & Mtc. of Bldg & Equip.	\$162.63
	Total 9011059				\$162.63
Total 45390					\$512.61
Total Home Depot Credit Service					\$512.61
Honey Bucket/Northwest Cascade Inc.					\$512.61
45391	0550317114		5/11/2017	2017 - September Batch for 10/05 Council	
		05/11-06/07 Services: First Time Receiving			
		001-000-270-576-80-31-00		Portable Restroom Facility	\$87.00
				Parks-Boat Launch Rental	
	Total 0550317114				\$87.00
45391	0550420336		8/31/2017	2017 - September Batch for 10/05 Council	
		08/31-09/27 Services			
		001-000-270-576-80-31-00		Portable Restroom Facility	\$89.00
				Parks-Boat Launch Rental	
	Total 0550420336				\$89.00
Total 45391					\$89.00
Total Honey Bucket/Northwest Cascade Inc.					\$176.00
Johnsons Home & Garden					\$176.00
45392	419174		9/2/2017	2017 - September Batch for 10/05 Council	
		001-000-530-522-10-48-00		Repair & Mtc. of Bldg & Equip.	\$12.64
	Total 419174				\$12.64

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
45392	419182		9/2/2017	2017 - September - 3rd September Batch for 10/05 Council		
		001-000-530-522-10-48-00		Repair & Mtc. of Bldg & Equip.		\$14.86
	Total 419182					\$14.86
	419183		9/2/2017	2017 - September - 3rd September Batch for 10/05 Council		
		001-000-530-522-10-48-00		Repair & Mtc. of Bldg & Equip.		(\$11.97)
	Total 419183					(\$11.97)
	419413		9/12/2017	2017 - September - 3rd September Batch for 10/05 Council		
		001-000-270-576-80-31-03		Operating Supplies		\$83.42
	Total 419413					\$83.42
	419621		9/19/2017	2017 - September - 3rd September Batch for 10/05 Council		
		001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance		\$14.73
	Total 419621					\$14.73
	419723		9/21/2017	2017 - September - 3rd September Batch for 10/05 Council		
		001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance		\$4.65
	Total 419723					\$4.65
45392	419788		9/25/2017	2017 - September - 3rd September Batch for 10/05 Council		
		001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance		\$61.87
	Total 419788					\$61.87
	Total 45392					\$180.20
	Total Johnsons Home & Garden					\$180.20
	Jon E. Buss					
	45393		9/21/2017	2017 - September - 3rd September Batch for 10/05 Council		
		Tough Mudder Traffic Control				
		001-000-210-521-10-18-01		Other Agency Overtime-Reimbursed		\$1,228.24
	Total 17-0022					\$1,228.24
	Total 45393					\$1,228.24
	Total Jon E. Buss					\$1,228.24

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	

Keating, Bucklin & McCormack, Inc., P.S.

45394	9571	9/5/2017	2017 - September - 3rd September Batch for 10/05 Council		
		August Services			
		001-000-150-515-30-41-27		Legal Sys-Lawsuit-City OPMA	\$7,529.40
Total 45394	Total 9571				\$7,529.40
Total Keating, Bucklin & McCormack, Inc., P.S.					\$7,529.40
King County Finance					\$7,529.40
45395	71394	8/31/2017	2017 - September - 3rd September Batch for 10/05 Council		
		SWD-722009422			
		001-000-270-576-80-31-03		Operating Supplies	\$62.06
Total 71394					\$62.06
45395	86841-86841	8/31/2017	2017 - September - 3rd September Batch for 10/05 Council		
		Project # 1026426			
		101-000-000-542-64-48-01		Traffic Signal Maintenance	\$34.73
Total 86841-86841					\$34.73
Total 45395					\$96.79
Total King County Finance					\$96.79
King County Finance - I-Net					
45396	11006145	8/31/2017	2017 - September - 3rd September Batch for 10/05 Council		
		August 2017 Contract			
		001-000-214-521-20-42-01		Police Comm KC I-Net	\$375.00
Total 11006145					\$375.00
Total 45396					\$375.00
Total King County Finance - I-Net					\$375.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	

Office Products Nationwide

45401 930095-0 9/15/2017 2017 - September Batch for 10/05 Council
MDRT 001-000-246-558-70-31-00 Office Supplies
Total 930095-0 \$79.28
\$79.28

45401 931482-0 9/25/2017 2017 - September Batch for 10/05 Council
CD/PW 001-000-240-558-51-49-02 Miscellaneous
Total 931482-0 \$143.07
\$143.07
Total Office Products Nationwide \$222.35
\$222.35

Red the Uniform Tailor

45402 000V2385 7/31/2017 2017 - September Batch for 10/05 Council
001-000-210-521-10-31-04 Uniforms
Total 000V2385 \$166.15
Total 45402 \$166.15
Total Red the Uniform Tailor \$166.15
\$166.15

Regional Animal Services of King County

45403 091517 RAS 9/15/2017 2017 - September Batch for 10/05 Council
633-000-000-589-90-00-01 King County Animal License
Total 091517 RAS \$30.00
\$30.00

45403 092217 RAS 9/22/2017 2017 - September Batch for 10/05 Council
633-000-000-589-90-00-01 King County Animal License
Total 092217 RAS \$15.00
Total 45403 \$15.00
Total Regional Animal Services of King County \$45.00
\$45.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount

Rehv Arms, LLC.

45404	1 RA	9/6/2017	2017 - September - 3rd September Batch for 10/05 Council		
		001-000-210-521-10-35-00	Firearms Program		\$2,434.43
	Total 1 RA				\$2,434.43
45404	4770	9/19/2017	2017 - September - 3rd September Batch for 10/05 Council		
		001-000-210-521-10-35-00	Firearms Program		\$673.16
	Total 4770				\$673.16
Total 45404					\$3,107.59
Total Rhv Arms, LLC.					\$3,107.59

Safe Security

45405	3783446	9/14/2017	2017 - September - 3rd September Batch for 10/05 Council		
		September Monitoring Services			\$52.48
		101-000-000-544-90-48-01	PW Clearing-shared Shop Cost		\$52.48
	Total 3783446				\$52.48
Total 45405					\$52.48
Total Safe Security					\$52.48

Shane O'Neill

45406	091217 SO	9/12/2017	2017 - September - 3rd September Batch for 10/05 Council		
		2017 WFOA Annual Conference			\$230.05
		001-000-140-514-23-43-00	Lodging, Meals & Mileage		\$230.05
		Mileage Reimbursement			\$230.05
	Total 091217 SO				\$230.05
Total 45406					\$230.05
Total Shane O'Neill					\$230.05

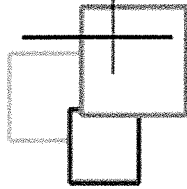
Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
South Correctional Entity						
45407	2686		9/8/2017	2017 - September - 3rd September Batch for 10/05 Council		
		August 2017 Inmate Days			Jail Costs	\$5,042.15
		001-000-211-523-60-49-00				\$5,042.15
	Total 2686					\$5,042.15
Total 45407						
Total South Correctional Entity						
Steven W. Crawford						
45408	091417 SWC		9/14/2017	2017 - September - 3rd September Batch for 10/05 Council		
		Case #7Z0474982				
		001-000-151-515-91-41-00			Court Legal-Public Defender	\$250.00
	Total 091417 SWC					\$250.00
Total 45408						\$250.00
Total Steven W. Crawford						\$250.00
Summit Law Group						
45409	87461		9/20/2017	2017 - September - 3rd September Batch for 10/05 Council		
		August Services				
		001-000-150-515-30-41-08			Legal Svcs-Union Contracts	\$2,397.00
	Total 87461					\$2,397.00
Total 45409						\$2,397.00
Total Summit Law Group						\$2,397.00
Tough Mudder, Inc.						
45410	SEP17-0004		9/21/2017	2017 - September - 3rd September Batch for 10/05 Council		
		Special Event Deposit Refund				
		001-000-240-345-89-99-23			Special Event/Park Use Deposit	\$3,494.25
	Total SEP17-0004					\$3,494.25
Total 45410						\$3,494.25
Total Tough Mudder, Inc.						\$3,494.25

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name	Amount

Utilities Underground					
45411	7060107b	9/7/2017	2017 - September - 3rd September Batch for 10/05 Council		
		Underpaid invoice by \$0.56			
		401-000-000-534-80-41-08		Locating Service	\$0.56
	Total 7060107b				
Total 45411	Total Utilities Underground				
Valley Communications					
45412	0021481	9/10/2017	2017 - September - 3rd September Batch for 10/05 Council		
		911 Calls Aug 2017			
		001-000-214-521-20-41-00		Valley Comm - Dispatch Service	\$13,134.38
	Total 0021481				
Total 45412	Total Valley Communications				
Verizon Wireless					
45413	9792502762	9/10/2017	2017 - September - 3rd September Batch for 10/05 Council		
		08/11-09/10 Services			
		001-000-120-512-50-42-00		Telephone/DSL	\$58.43
		Court			
		001-000-145-518-80-42-00		Communications	\$68.43
		IT			
		001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	\$671.55
		Police		Telephones	\$116.86
		001-000-246-558-70-42-01			
		MDRT (Funding)		Facilities-Communication	\$58.43
		001-000-254-518-20-42-00			
		City Clerk (Funding)		Telephone/DSL/Radios	\$14.67
		001-000-270-576-80-42-00			
		PW/Facilities		Telephone, DSL & Radios	\$7.33
		001-000-280-536-20-42-00			
		PW/Facilities		Telephone/DSL/Radios	\$80.68
		101-000-000-542-90-42-01			
		PW/Facilities		Telephone/DSL/Radios	\$88.02
		401-000-000-534-80-42-00			
		PW/Facilities			

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$88.02
		PW/Facilities		
		410-000-000-531-10-42-00	Telephone/DSL/Radios	\$88.02
		PW/Facilities		
Total 9792502762				
Total 45413				
Total Verizon Wireless				\$1,340.44
				\$1,340.44
				\$1,340.44
Wa Assoc of Sheriffs & Police Chiefs				
45414	DUES 2017-00675	9/1/2017	2017 - September - 3rd September Batch for 10/05 Council	
		001-000-210-521-10-49-02	Memberships	\$75.00
Total 45414	Total DUES 2017-00675			\$75.00
Total Wa Assoc of Sheriffs & Police Chiefs				\$75.00
Washington State Patrol				\$75.00
45415	00064695	9/15/2017	2017 - September - 3rd September Batch for 10/05 Council	
		001-000-214-521-20-42-02	WSP Access	\$600.00
Total 45415	Total 00064695			\$600.00
Total Washington State Patrol				\$600.00
Water Management Laboratories, Inc.				\$600.00
45416	161369	9/11/2017	2017 - September - 3rd September Batch for 10/05 Council	
		401-000-000-534-80-41-02	Water Testing and Sampling	\$415.00
Total 161369				\$415.00
45416	161574	9/16/2017	2017 - September - 3rd September Batch for 10/05 Council	
		401-000-000-534-80-41-02	Water Testing and Sampling	\$600.00
Total 161574				\$600.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
	45416		9/18/2017	2017 - September - 3rd September Batch for 10/05 Council	
	161633				
	Total 161633	401-000-000-534-80-41-02		Water Testing and Sampling	\$21.00
	Total 45416				\$21.00
Total Water Management Laboratories, Inc.					\$1,036.00
	Vendor Count	44		Grand Total	\$54,129.54



Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
ADT Security Services (PA)					
45417	636679600	9/13/2017	2017 - October - 1st October Batch for 10/05 Council		
		10/01-10/31 Services			
		001-000-270-576-80-49-02		Security	\$0.99
		001-000-280-536-20-49-02		Security	\$2.00
		101-000-000-542-90-49-03		Security	\$11.00
		401-000-000-534-80-49-07		Security	\$12.00
		407-000-000-535-80-49-05		Security	\$12.00
		410-000-000-531-10-49-04		Security	\$12.00
		Total 636679600			\$49.99
		Total 45417			\$49.99
Total ADT Security Services (PA)					
Datec Incorporated					
45421	33365	9/12/2017	2017 - October - 1st October Batch for 10/05 Council		
		310-000-011-594-21-64-03		Police Technology & Other	\$2,231.34
		Total 33365			\$2,231.34
		Total 45421			\$2,231.34
Total Datec Incorporated					
Kara Murphy Richards					
45418	093017 KMR	9/30/2017	2017 - October - 1st October Batch for 10/05 Council		
		October Services			
		001-000-151-515-30-41-04		Court Legal-Pros Attorney	\$2,000.00
		Total 093017 KMR			\$2,000.00
		Total 45418			\$2,000.00
Total Kara Murphy Richards					



CITY OF BLACK DIAMOND
September 21, 2017 Regular Business Meeting Agenda
Per Council Rules of Procedure
25510 Lawson St., Black Diamond, Washington

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

CHANGES TO AND APPROVAL OF AGENDA (Per Council Rule 3.4)

Note: Black Diamond Council Rule 2.2 requires that the preliminary agenda be approved by the Council President and Council Mayor Pro Tem prior to posting of the website. It is the City Clerk's role to prepare the draft agenda, send it for approval or amendment per the Council Rules, then post to the website. At the point of preparation of this document, an incorrect draft was posted to the city website. Although the mayor disputes the Council agenda process, the Council agenda process is legal according to the city's legal service providers.

For the preliminary agenda to be approved for public notice, it must follow the Council Rules including:

- Items of New Business are for first reading and Council committee assignment (Rule 9.1. This rule can be suspended by Council vote, Rule 7.3). Any Council member can add an item of New Business for first reading.
- For Unfinished Business, once an item is assigned to committee, a committee recommendation or vote of the Council is required to relieve it from committee (Rule 18.1.1 and Rule 18.1.3.c).

—The "Consent Agenda" contains minutes and claim checks and comes after "New Business" (Rule 3.12).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

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. 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.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

4) AB17-054A – Resolution Amending Public Defender Contract with O'Brien, Barton & Hopkins

*This item was assigned to the Council Government Operations Committee
Councilmember Morgan*

5) Minutes of May 5, 2016 Councilmember Morgan

6) Minutes of August 17, 2017 Councilmember Pepper

NEW BUSINESS:

CONSENT AGENDA:

- 1) Claim Checks** – September 21, 2017 - No. 45311 through No. 45372 and EFTs in the amount of \$275,443.13
- 2) Payroll** – August 31, 2017 – No. 19391 through No. 19407 and ACHs in the amount of \$301,131.74
- 3) Minutes** – Council Meeting of September 7, 2017

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Deady
- Councilmember Morgan
- Councilmember Edelman
- Councilmember Weber
- Councilmember Pepper

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

Americans with Disabilities Act – Reasonable Accommodations Provided Upon Request (360-886-5700)

BLACK DIAMOND CITY COUNCIL MINUTES

September 21, 2017

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular meeting to order at 7:04 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Morgan, Edelman, Weber, and Pepper

ABSENT: Councilmember Deady (excused)

Staff present: Kevin Esping, Facilities Coordinator; Officer Henrich; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk.

CHANGES TO AND APPROVAL OF AGENDA:

Councilmember Pepper **moved** to adopt the Council approved agenda per Council Rules of Procedure; **second** Councilmember Morgan.

Councilmember Pepper spoke to the changes on the approved agenda which were committee assignment was noted, May 5, 2016 Council minutes were added under unfinished business as item 5, and August 17, 2017 Council minutes were added under unfinished business as item 6. She also noted the consent agenda items were placed after new business in accordance with the Council Rules of Procedure 3.12.

Vote: Motion **passed** 3-1 (Edelman).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS: None

PUBLIC COMMENTS:

Leslie Cooley, Black Diamond spoke to Council.

Pam McCain, Planning Commission Chair spoke to Council.

Gary Davis, Black Diamond spoke to Council.

Judy Carrier, Auburn spoke to Council.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

4) AB17-054A – Resolution Amending Public Defender Contract with O'Brien, Barton & Hopkins

Mayor Benson addressed this item with Council.

Councilmember Morgan discussed this resolution being in the Gov Ops Committee. She also noted it having review by Attorney Glenn and she personally recommended passage of this measure.

Councilmember Edelman **moved** to adopt a resolution extending and amending the contract for public defense services with O'Brien, Barton & Hopkins, PLLP; **second** Councilmember Weber. Motion **passed** 4-0.

5) Minutes of May 5, 2016

Councilmember Morgan reported to Council on this item.

Councilmember Morgan **moved** to have attorney Glenn address the issue of corrected minutes that are not accompanied with a proper Council approved agenda for that particular meeting; **second** Councilmember Weber. Motion **passed** 3-1 (Edelman).

Attorney Glenn reported minutes are public records and they need to be maintained and corrected if there are errors. In this case, he noted that Councilmember Morgan requested certain changes and he is suggesting that it is important that the agendas are made clear. In terms of correcting minutes, it is the discretion of the Council to correct the matters and the other existing original ones should be maintained because they are a public record and should not be destroyed simply because they were corrected.

Councilmember Weber clarified that what Attorney Glenn said was that the amended agendas that were voted on at the Council meetings should be included as part of the minutes and posted.

Councilmember Morgan **moved** that in the minutes that the Council approved agenda appear in the minutes right before the record of the vote on approving the agenda; **second** Councilmember Pepper. (No vote taken)

There was Council discussion on what the motion by Councilmember Morgan meant. Councilmember Morgan clarified the intent of her motion.

Attorney Linehan suggested that to ease the administrative burden that a pdf version could be attached to the front of the minutes.

Councilmember Morgan **amended** her motion to attach the Council approved agenda from the meeting into the minutes at the beginning of the minutes; **second** Councilmember Pepper.

There was Council discussion.

Amended Motion Vote: Motion passed 4-0.

Councilmember Morgan **moved** she has a second question, when she was reviewing these minutes and her second question was that there are multiple minutes posted on our website and was wondering may she have Attorney Glenn address that issue; **second** Councilmember Pepper.

Councilmember Weber raised a point of order to take a vote.

Vote: Motion passed 3-1 (Edelman).

Attorney Glenn noted getting back to the public records act, these documents are important now and into the future so that anyone who wishes to do a search of what the Council does or does not do – you want to make certain that every document that is considered by the Council at an open meeting is available. In terms of agendas, and in terms of minutes, the same; if you change them as is being proposed then both sets should be kept on the public record and on the City's website. He realizes this means the clerk has to maintain that, but the goal here is to ensure that anyone who wants to see it, can see it – see what was changed. He also noted making certain the agendas are posted on the website and giving access is important and to remember the agendas are in fact decisions of the Council, and means they can be amended at Council meetings.

Councilmember Morgan **moved** that we accept the amended minutes for the May 5th meeting with the proviso that we just heard here about including the Council approved agenda for that meeting in the minutes; **second** Councilmember Weber. Motion passed 4-0.

6) Council Minutes of August 17, 2017

Councilmember Pepper **moved** to adopt the corrected minutes of the August 17, 2017 meeting as sent to the Council earlier this week; **second** Councilmember Weber. Motion passed 4-0.

NEW BUSINESS: None

CONSENT AGENDA:

Councilmember Morgan stated that she would like to address each consent item separately.

1) Claim Checks – September 7, 2017 - No. 45243 through No. 45310 (void 45083) in the amount of \$429,568.44

Councilmember Morgan spoke to the four claim checks she would like to pull which were 45356 (RH2), 45336 (Kenyon Disend), 45334 (HWA), 45312 (AHBL).

Councilmember Morgan **moved** to accept the rest of the claim checks; **second** Councilmember Weber. Motion **passed** 4-0.

Councilmember Morgan noted 45321, 45334, and 45356 are vouchers that have on them MDRT work as part of the work performed by the contractors who hold no valid contract for this work with the City Council of the City of Black Diamond. Under the contracting authority granted in state law the City may contract and be contracted with by and through its Council. She asked Attorney Glenn to please comment on this provision.

Attorney Glenn reported that if they are talking about general contracting authority, which he believes she is, that by statute it is granted to the Council in terms of approving contracts. Bottom line on it is, it's clear the Council has the authority to execute contracts, and that that is an issue that is before this Council, partially because of an ordinance which was adopted some years ago. Now in this case, as he understands it, the Council is exercising authority by approving or not approving payment on contracts that were not reviewed and not had the opportunity to approve. That is subject to your authority and obviously there is an issue that can be presented if payments are made that you did not authorize. There are certain provisions in the code and specific provisions in statute as to the duties of the elected officials who approved those or issued them, and that probably will come up eventually before this Council.

Attorney Linehan commented that it's usually customary if an attorney is going to give an extensive dissertation about the law that the Council waive attorney client privilege so the attorney may speak freely without violating the City's attorney client privilege – that's been his custom.

Attorney Glenn stated he could simply indicate it's not too difficult to look at the statutes and to look at the City's own code as what sanctions may be imposed if payments are made contrary to the authority – enough said.

Mayor Benson noted there have been three attorneys that have said the exact opposite of what Attorney Glenn said.

Councilmember Morgan stated in the light of those comments she asked Councilmember Weber if he would be able to accept contact information from Mr. Williamson for these companies so we can set up a mutually agreeable time for the finance committee (that is you and me) to meet with these company's representatives to discuss what can be done about the situation where we have been withholding payment of vouchers. Councilmember Weber stated he could look in to that.

- 2) **Payroll** – August 31, 2017 – No. 19391 through No. 19407 and ACHs in the amount of \$275,443.13

Councilmember Edelman **moved** to accept the payroll; **second** Councilmember Weber. Motion **passed** 4-0.

- 3) **Minutes** – Council Meeting of September 7, 2017

Councilmember Weber **moved** to accept the meeting minutes from the Council meeting on September 7, 2017; **second** Councilmember Morgan. Motion **passed** 4-0.

DEPARTMENT REPORTS: None

MAYOR'S REPORT:

Mayor Benson updated Councilmembers on the South County Area Transportation Board (SCATBd) meeting she attended on 9/12 in Tukwila where they reviewed the operating procedures for SCATBd. On 9/17 she attended a SCATBd meeting in SeaTac where the operating procedures were approved. She noted the next step is for them to come before Council; however, there is a short timeline to do this due to the King County Council's meeting schedule.

COUNCIL REPORTS:

Councilmember Morgan reported attending the King Conservation District meeting and discussed grants that have been awarded for farming and food in South King County. She noted the Conservation District's contribution and shared that Elk Run Farm was one recipient and discussed their program.

Councilmember Edelman reported attending the Fire Department Fundraiser breakfast for cancer; PIC and Pre-PIC meetings on 9/13; meeting to review vouchers; continue to serve lunch for the seniors along with Councilmember Deady and Mayor Benson. She noted that at the pre-PIC meeting in October the speaker will be Ann Macfarlane of Jurassic Parliament. She shared that the Harvest Moon Auction and Dinner at the Black Diamond Community Center will be held on October 7th and encouraged everyone to support his event. She also discussed Councilmember Reagan Dunn presenting the Community Center with a used replacement van to shuttle seniors to and from activities.

Councilmember Weber reported that he is looking at the budget stuff coming up next week and past vouchers. He commented on the issue around the serial contracting and not approving those invoices and noted that he had May Miller telling him last year at a meeting that serial contracts are a red flag to the state auditor. It's about trying to follow the rules, it's not about shutting anything down.

Councilmember Pepper shared some city priorities and outcomes from the legislative session that just ended and discussed those items. She also noted the Washington State's

Arts Commission awarded 403,997 to 116 arts organizations and the project support program seeks to expand arts participation in communities across Washington State by providing funding and services to non profit art organizations, arts group, community service groups, local art agencies, non profit organizations, and tribal governments so they may develop and deliver arts events that engage, enrich, unite, and strengthen local and statewide communities.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Johna Thomson, Black Diamond spoke to Council.

Patrick Nelson, Black Diamond spoke to Council.

Leslie Cooley, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Edelman **moved** to adjourn the meeting; **second** Councilmember Morgan. Motion **passed** 4-0.

Meeting ended at 7:58 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Award a construction contract to Multifacet Group for the City Buildings Roof Replacement project	Agenda Date: October 5, 2017	
	AB17-055	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
MDRT/Ec Dev – Andy Williamson		
Police – Chief Kiblinger		X
Public Works – Seth Boettcher		X
Court – Stephanie Metcalf		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 17-xxx; Small Works Contract; Multifacet Group Bid; Bid Tabulation; PD Roof CIP Page; PW Shop CIP Page		
SUMMARY STATEMENT: Councilmembers Deady and Edelman have placed this item on the agenda.		
<p>The City Building Roof at 25510 Lawson Street (housing the police department, court, emergency operations center, and City Council chambers) was scheduled for a repair in 2018. This repair has been in the CIP since 2015. With increasing leaks, City staff requested bids in order to replace the roof in 2017 before winter rains further damage the roof and material and equipment in the building. City staff also received bids for the Public Works shop roof, which is also in need of replacing.</p>		
<p>Every year, leaks at the City building have been costing the City thousands of dollars. A leak in January was inspected for repair and estimated to cost \$1,500. The leaks have caused damage to the interior ceiling as well. While this project has been delayed due to cost, staff believes the continued cost of repairs is not a cost effective benefit to the City.</p>		
<p>The PW Shop roof is leaking. Upgrades for the Shop were planned for this year but did not originally include a replacement of the roof. Public Works staff is recommending the roof replacement instead of a locker room.</p>		
<p>City staff utilized the City's Small Works Roster to solicit bids from roofing contractors on August 25, 2017. A total of four bids were received on September 7, 2017. Multifacet Group provided the lowest responsive bid at \$43,928.70. The four bids ranged from \$43,928.70 to \$84,599.40. The City's estimate for this project was \$52,665.57.</p>		

FISCAL NOTE (Finance Department):

The bid for the Police Department Roof portion of this project is \$27,421.50. This work is currently unbudgeted and would require a Council appropriation of funds and a budget amendment at the end of the year. This work would be funded by REET I.

The bid for the Public Works Shop portion of this project is \$16,507.20. Work at the shop is in this year's budget in the amount of \$59,000. The remainder will be used for security fencing.

The total amount bid is \$43,928.70. Staff is also requesting a contingency fund of \$4,500 for all work on this project for a total of \$48,428.70.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adoption a resolution authorizing the Mayor to execute a \$43,928.70 contract with Multifacet Group for the Police Department and Public Works Shop Roof Replacement project.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 5, 2017		

RESOLUTION NO. 17-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE CITY BUILDINGS
ROOF REPLACEMENT PROJECT TO MULTIFACET
GROUP**

WHEREAS, the Police Department/Council Chambers roof and the Public Works shop roof are both in need of replacement; and

WHEREAS, the City has funds available to replace the roofs of both buildings; and

WHEREAS, the City received 4 bids on September 7, 2017; and

WHEREAS, Multifacet Group was the lowest responsive 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. The Mayor is hereby authorized to award the bid for the construction of the Police Department and Public Works Roof Replacement project to Multifacet Group in the amount of \$43,928.70 and authorize the Mayor to execute a contract for the same.

Section 2. Appropriate \$27,421.50 for the Police Department portion of this project.

Section 3. Authorize a \$4,500 contingency fund to cover change orders and changes in quantities for the Police Department and Public Works Roof Replacement project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF OCTOBER, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

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

SMALL WORKS CONTRACT

1. **Contract and Parties.** This Public Works Contract-Small Works ("Contract") is between the CITY OF BLACK DIAMOND, King County, Washington ("City"), a Washington municipal corporation and _____ ("Contractor"), a _____ corporation organized under the laws of the State of Washington, whose address is _____. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

City of Black Diamond Roof Replacement.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF BLACK DIAMOND
PO Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: Kevin Esping
Phone: (360) 886-5700 ext. 5714
Fax: (360) 886-2592

CONTRACTOR:

Tax ID # _____
Contact: _____
Phone: (____) _____
Fax: (____) _____

5. **Notice to Proceed.** Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. The City expects to issue a notice of award on or about September 21, 2017. Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have

ten (10) days to issue a notice to proceed. October 27, 2017 shall be the deadline for completion of all work in accordance with the terms and conditions of the Contract. The contract will stay in full force and effect until all obligations of the contract are satisfied.

6. Obligations of Contractor. The following terms and conditions apply to this Contract:

A. *In general.*

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.

Contractor shall submit with the bid proposal a guarantee/warranty against faulty workmanship for a minimum of seven years.

- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.

- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) Contractor's proposal; (4) the solicitation for bids.

- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.

- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Thursdays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. Contractor shall not start work before 7:00 AM on Fridays. Contractor must be off the street and shall not work after 3:30 PM on Fridays.

- (6) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors. Ingress/egress shall not be obstructed into the police department/council chambers.

- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace

forthwith the work and/or materials so injured, damaged or destroyed, at his/her own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.

- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. Work Performance.

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.
For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is August 25, 2017. A copy of prevailing wage rates are also available for viewing at the office of the City, located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project.

- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. The project shall be completed by October 27, 2017. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. Non-Discrimination.

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

7. Compensation. Compensation shall be by Unit Price for each of the 3 categories of work as defined in the attached Bid Form/Scope of Work at the bid amounts.

Compensation for services requested by the City beyond the defined Scope of Work shall be by the unit prices according to the bid or by change order.

8. Payment

- A. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- B. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice.
- C. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- D. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

9. Performance Bond. If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract.

Initial: _____ (Contractor)

In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 10% of the contract amount, on top of required retainage in item 10 below, until 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue, Department of Employment Security, and Department of Labor and Industries, whichever is later.

10. Retainage. Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

11. Changes. After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the

Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.

12. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
13. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. *Responsibility Criteria.*

(1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

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

14. Insurance.

- A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees, subcontractors or agents (who are not otherwise covered by Contractor's insurance) against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its employees, subcontractors or agents.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.
- D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Builders Risk [when applicable] insurance covering interests of the City, Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire, flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of Contractor. Higher

deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

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

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

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

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

4. Employer's liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – policy limit \$1,000,000.

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

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

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

3. Contractor, at the City's request, shall provide to the City a complete copy of requested policy(ies) and not just certificates.

4. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of all amendatory endorsements, naming the City as additional named insured, including but not necessarily limited to the additional

insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

- G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains at a minimum the same insurance coverage and limits as stated herein for Contractor (with the exception of Builders Risk insurance). Upon request of the City, Contractor shall provide evidence of such insurance.
- H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

15. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The following provision shall control over any other indemnification provision in the Contract Documents. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials,

employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

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

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

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

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

20. Extent of Contract/Modification. This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF BLACK DIAMOND

By: _____

Print name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Print name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corp. officer signature (not contract signer)

Printed

Title

State of _____

County of _____

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

Subscribed and sworn to before me this _____ day of _____,
20_____

Notary Public (Signature)

Notary Public (Print)
My commission expires _____

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

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

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

_____ (1) Retained in a fund by the City.

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

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

Contractor Signature

Date

**CITY OF BLACK DIAMOND
PERFORMANCE BOND**

Surety Bond #: _____
DATE POSTED: _____
PROJECT COMPLETION DATE: _____

RE: Subdivision/Plat/Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
_____ (hereinafter called the "Principal"), and _____
a corporation organized under the laws of the State of _____, and authorized
to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and
firmly bound unto the City of Black Diamond, Washington, in the sum of _____
(\$_____), lawful money of the United States of America, for the payment of which
sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City,
or has been granted approval by the City, for _____,
within the City;

WHEREAS, the agreement or the approval granted by the City requires that certain
improvements be made in connection with construction of the project; and that such improvements
be constructed in full compliance with City standards, and the plans and specifications submitted
with the project, as required by the City; and

WHEREAS, the agreement or the approval granted by the City requires that the
improvements are to be made or constructed within a certain period of time, unless an extension is
granted in writing by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect
until released in writing by the City of Black Diamond, but only after the Principal has performed
and satisfied the following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete
description here)

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced City file. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within _____ which time period shall begin to run from the earlier of _____ unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of

notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.

- D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twenty-four (24) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this _____ day of _____, 201____.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its _____

By: _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Its: _____

Date: _____

The City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ Individual (Form P-1)
_____ Corporation (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the State of
Washington, residing
at: _____
My Commission expires: _____

(For Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

**CITY OF BLACK DIAMOND
MAINTENANCE BOND**

Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

RE: Project Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(hereinafter called the "Principal"), and _____, a corporation organized
under the laws of the State of _____, and authorized to transact surety business in
the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City
of Black Diamond, Washington, in the sum of _____
dollars (\$ _____), lawful money
of the United States of America, for the payment of which sum we and each of us bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.
THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements
on public property in connection with a project as described above within the City of Black
Diamond; and

WHEREAS, in accordance with BMC _____, as a condition of approval, or as a condition
of a contract with the City, the Principal is required to post a bond for the 24 months following
project completion in order to ensure that the project does not contain defects that require repair and
to cover the cost of repair during that 24-month period; and

WHEREAS, in order to provide security for the obligation of the Principal to repair and/or
replace said improvements against defects in workmanship, materials or installation for a period of
twenty-four (24) months after written and final acceptance of the same and approval by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to
the City. It is understood and agreed that this obligation shall continue in effect until released in
writing by the City, but only after the Principal has performed and satisfied the following
conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions
of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

- E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.
- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 2016.

SURETY COMPANY
(Signature must be notarized)

OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Mayor

Date: _____

City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ Individual (Form P-1)
_____ Corporation (Form P-2)
_____ Surety Company (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK (Use For Partnership or Corporation Only)

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

REQUEST FOR BIDS POLICE DEPARTMENT ROOF REPLACEMENT CITY OF BLACK DIAMOND

The City is requesting bids for the 1:1 replacement of the police department roof at 25510 Lawson Street, Black Diamond, WA. Work will also include the replacement of any rotted plywood, installation of new gutters, downspouts, valleys, and ice & water shield.

The City is also seeking bids for Additive work for a 1:1 replacement of the public works shop roof at 32820 3rd Avenue, Black Diamond, WA. Work will also include the replacement of any rotted plywood, installation of new gutters, downspouts, valleys, and ice & water shield, as needed. The City is requesting unit price bids for each category of work as defined in the attached bid proposal form/Scope of Work.

The requirements for the replacement of roofing materials are outlined in the Scope of Work below.

Small Works Roster bids must be turned into Kevin Esping, Facilities Coordinator, in the Community Development Building, located at 24301 Roberts Drive, Black Diamond, WA 98010, by 3:00 pm on Thursday, September 7, 2017. Hard copy bids must be signed. E-mailed bids will also be accepted. E-mailed bids must be submitted in pdf form and contain a signature. If the apparent low bidder submitted an electronic bid, the bidder must provide a signed paper copy prior to notice of award. E-mailed bids shall be sent to and received by Kevin Esping, Facilities Coordinator: kesping@blackdiamondwa.gov by 3:00 pm on the date stated above. The City will not accept late e-mail submittals or those delayed due to file sizes or incorrect e-mail addresses. An acknowledgment that the bid was received will be sent via e-mail. All contract documents, plans, specifications, and addenda will be published on the City's Small Works page on the City's website: http://ci.blackdiamond.wa.us/Depts/PubWorks/works_roster.html.

Invitations to bid will be sent to all contractors registered on the City's Small Works Roster located at <http://www.mrscrosters.org> under the category of "Facility Construction, Repair, and Maintenance" and sub-category of "Roofing Construction, Repair, and Maintenance" at the time of advertisement. Bids will also be accepted from contractors registered on the Small Works Roster at the time of bid closing.

Bid guarantees will not be required for this bid. There will not be a public opening of bids.

BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS

The City of Black Diamond is hereafter referred to as "the City."

1. The undersigned hereby certifies that he/she has examined the locations of the patching as outlined in the bid documents for the City of Black Diamond Citywide Emergency Pothole Repair and Road Maintenance Project and is familiar with the local conditions at

the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.

2. The bid will be evaluated by the sum of the total of the bids for the 3 categories of work for the Police Station Roof. The city reserves the right to award the bid based on the cumulative amount for the Police Station Roof and the Public Works Shop Roof Additive Bid.

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

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

Bid Item #2 and Bid Item # A2, "Replacement of Existing Roofing Materials," encompasses all time, material, and labor costs in order to complete the work, including materials not specified below or in the bid proposal. The requirements for the replacement of roofing materials are as follows:

Tear-off and Preparation

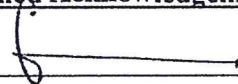
- Complete removal of existing one layer of existing roofing materials. Clean and de-nail decking.

Roof Application

- One-to-one replacement of roofing materials. Square footage calculations are the responsibility of the Contractor at both the police department and public works shop.
- Install starter metal and drip edge metals around the perimeter.
- Install 30 lb. roofing felt (or two layers of 15 lb. ASTM felt paper) as underlayment.
- Install Ice and Water Shield to eaves for added protection against water infiltration.
- Replace existing plumbing flashings with new lead pipe flashings. Paint to match roof.
- Replace all flashing around chimney (pan, step, and roof to wall).
- Re-flash skylights with 26 gauge baked enamel metal to ensure water seal.
- Install baked enamel valley metal. Apply smooth surface torchdown membrane in 2-dead valleys.
- Install RVO-38 roof vents or approved equal. The number of roof vents required will be determined by the building code.
- Replace existing vents with baked enamel metal roof and flapper vents. Reuse turbine vent.

- Install five DD safety anchors. Apply mastic sealant to all penetrations for added protection.
 - Nail down 1-layer of standard starter shingles.
 - Nail down UL, class A, fire-rated, fiberglass composition. Nailing pattern to include 6 nails per field shingle and 4 nails per high profile ridge shingle.
 - Shingles shall be CertainTeed Patriot Architectural Style Shingles, color _____, or approved equal.
 - Install composition ridge caps cut to fit on roof.
 - Clean roof, grounds, gutters, run sweeper magnet, and haul away all roofing debris.
 - All surrounding landscape will be cleaned after roof construction is complete.
3. It is agreed that this bid may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.
4. In accordance with this bid and the City Contract, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after issuance of a notice to proceed.
5. Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

Addendum

<u>No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgement</u>
1.	<u>8/28/2017</u>	<u></u>
2.	_____	_____

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

6. The undersigned hereby proposes to complete the attached scope of work and hourly rates at the following prices according to the City Contract, this Bid, and the Bid Solicitation:

BID PROPOSAL – POLICE DEPARTMENT ROOF					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	Mobilization (not to exceed 10% of bid subtotal)				
	\$ONE THOUSAND _____ Per LS		1,000.00		
	Unit Price in Words	LS	\$	1	\$ 1,000.00
2	Replacement of Existing Roofing Materials				
	\$TWENTY FOUR THOUSAND _____ Per LS		24,000.00		
	Unit Price in Words	LS	\$	1	\$ 24,000.00

3	4' x 8' Plywood Sheet \$ FIFTY Per EA Unit Price in Words	EA	\$ 50.00	5	\$ 250.00
SUBTOTAL					\$ 25,250.00
WSST (8.6%)					\$ 2,171.50
TOTAL BID AMOUNT – POLICE DEPARTMENT ROOF					\$ 27,421.50

ADDITIVE BID PROPOSAL – PUBLIC WORKS SHOP					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
A1	Mobilization (not to exceed 10% of bid subtotal) \$ ONE THOUSAND Per LS Unit Price in Words	LS	1,000.00 \$	1	\$ 1,000.00
A2	Replacement of Existing Roofing Materials \$ FOURTEEN THOUSAND Per LS Unit Price in Words	LS	14,000.00 \$	1	\$ 14,000.00
A3	4' x 8' Plywood Sheet \$ FIFTY Per EA Unit Price in Words	EA	\$ 50.00	4	\$ 200.00
SUBTOTAL					\$ 15,200.00
WSST (8.6%)					\$ 1,307.20
TOTAL BID AMOUNT – PUBLIC WORKS SHOP					\$ 16,507.20
TOTAL AMOUNT BID					\$ 43,928.70

MULTIFACET GROUP

Bidder

9/7/2017

Date

MULTIGL903LD

Contractor's License No.

603-001-248

Contractor's Washington UBI No.

By

Authorized Official

Address:

11508 NE 20TH STREET

BELLEVUE, WA 98004

NOTES: 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 bid must be executed by its duly authorized officials.

City of Black Diamond PO Box 599 Black Diamond, WA 98010		Bidder & Address		Multifacet Group 11508 NE 20th Street Bellevue, WA 98004	Chets Roofing & Const. 26301 79th Ave. S. Kent, WA 98032	Cascade Construction 27209 162nd St. E Buckley, WA 98321	
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount
Police Department Roof							
1	Mobilization	LS	1	\$1,000.00	\$1,000.00	\$0.00	\$0.00
2	Replacement of Existing Roofing Materials	LS	1	\$24,000.00	\$24,000.00	\$27,000.00	\$27,000.00
3	4' x 8' Plywood Sheet	EA	5	\$50.00	\$250.00	\$60.00	\$300.00
	SUBTOTAL PD ROOF			\$25,250.00	\$28,800.00		\$48,000.00
	WSST (8.6%)			\$2,171.50	\$2,476.80		\$4,128.00
	TOTAL PD ROOF			\$27,421.50	\$31,276.80		\$52,128.00
Additive - Public Works Shop							
A1	Mobilization	LS	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00
A2	Replacement of Existing Roofing Materials	LS	1	\$14,000.00	\$14,000.00	\$12,000.00	\$24,000.00
A3	4' x 8' Plywood Sheet	EA	4	\$50.00	\$200.00	\$60.00	\$240.00
	SUBTOTAL ADDITIVE - PW SHOP			\$15,200.00	\$12,740.00		\$24,800.00
	WSST (8.6%)			\$1,307.20	\$1,095.64		\$2,132.80
	TOTAL ADDITIVE - PW SHOP			\$16,507.20	\$13,835.64		\$26,932.80
	TOTAL CONTRACT AMOUNT BID			\$43,928.70	\$45,112.44		\$79,060.80

City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Project: Police Department & Public Works Shop Roof Replacement
Bid Opening: September 7, 2017

Item		Item Description	Bidder & Address		Spokane Roofing 130 E. Sprague Ave. Spokane, WA 99202		City Estimate	
Item			Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount
Police Department Roof								
1		Mobilization	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
2		Replacement of Existing Roofing Materials	LS	1	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00
3		4' x 8' Plywood Sheet	EA	5	\$100.00	\$500.00	\$55.00	\$275.00
		SUBTOTAL PD ROOF				\$55,500.00		\$33,275.00
		WSST (8.6%)				\$4,773.00		\$2,861.65
		TOTAL PD ROOF				\$60,273.00		\$36,136.65
Additive - Public Works Shop								
A1		Mobilization	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
A2		Replacement of Existing Roofing Materials	LS	1	\$20,000.00	\$20,000.00	\$14,000.00	\$14,000.00
A3		4' x 8' Plywood Sheet	EA	4	\$100.00	\$400.00	\$55.00	\$220.00
		SUBTOTAL ADDITIVE - PW SHOP				\$22,400.00		\$15,220.00
		WSST (8.6%)				\$1,926.40		\$1,308.92
		TOTAL ADDITIVE - PW SHOP				\$24,326.40		\$16,528.92
		TOTAL CONTRACT AMOUNT BID				\$84,599.40		\$52,665.57

Capital Plan 2015 - 2020

Project for the	Administration and Facilities	# A2
-----------------	--------------------------------------	-------------

PROJECT TITLE	Reroof Police Station
----------------------	------------------------------

DESCRIPTION The Police Station will be overdue for a new roof.

CAPITAL PROJECT COSTS

Construction Costs

Contingency

TOTAL COSTS

REQUESTED FUNDING

REET 1

TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
25,000				25,000		
25,000	-	-	-	25,000	-	-
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
25,000	-	-	-	25,000	-	-
25,000	-	-	-	25,000	-	-



Sewer Department

S1

Upgrade Facilities Staff Facility

DESCRIPTION

Provide locker room, boot / rain / safety gear room, shower and cleanup facility. Install security fencing around the facility with automated gates.

BACKGROUND

Staff has one small bathroom that is too small to change clothes, needs more room for gear storage, need a place to wash down when they get too muddy or contaminated from various materials in the course of their work. This project is being charged primarily to sewer as the need to shower and clean up is usually related to sewer work. The other major need is for fencing around the Public Works Facility for safety and security reasons.

CAPITAL PROJECT COSTS	Total \$ 2017 - 2022	2017	2018	2019	2020	2021	2022
In house design & permitting	1,000	1,000					
Remodel costs	14,000	14,000					
Fencing costs	39,000	39,000					
Management / Administration	5,000	5,000					
TOTAL COSTS	59,000	59,000					
REQUESTED FUNDING							
Water Department	10,000	10,000					
Street Department	10,000	10,000					
Stormwater Department	10,000	10,000					
Sewer Funds.	29,000	29,000					
TOTAL SOURCES	59,000	59,000					



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: October 5, 2017	AB17-056
Resolution authorizing the Mayor to sign a Professional Services Agreement with DKS Associates for the transportation element in the Comprehensive Plan update	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy Williamson	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$40,156 lump sum total includes two optional tasks (1)\$3,760 for Public Open House and (2) \$6817 to attend 2 Public Hearings	Police – Chief Kiblinger	
Fund Source: - Comp Plan Update-2016 Budget	Public Works – Seth Boettcher	X
Timeline: April-June 2016	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 17-xxx; Professional Services Agreement; Exhibit A & B, E-mail from DKS; DKS Scope & Contract Conditions; Suggested Amendments from Jane Koler; Agenda Bill from 2016		
SUMMARY STATEMENT: See the previous Council action bills for more back ground information.		
<p>In 2016 a similar DKS contract was brought before the council 9 times to complete the transportation element of the comprehensive plan with no approvals. In 2017 a BHC contract including the transportation element was brought before the council 2 times with no approval. This needed work to complete the comprehensive plan is still outstanding. Recently the council came up with a revised scope and solicited DKS directly requesting additional work. See attached e-mail from Pat Pepper. DKS did not include any of the suggested additional technical work requested by the council majority but did include monthly submittals of the draft transportation element and a report memo.</p>		
<p>Tasks from the original scope that need to be completed include the following:</p> <ul style="list-style-type: none"> • Complete the planning level costs for recommended transportation improvements • Respond to the City’s review comments and coordination meeting 		
<p>New tasks include:</p> <ul style="list-style-type: none"> • Submittals of monthly copies of draft transportation element and a report memo • Traffic simulation modeling • Presentation to staff, Planning Commission, and City Council at joint work session • Presentation of traffic analysis and simulation findings at a Public Open House • Attend City Council/Planning Commission Hearings 		
FISCAL NOTE (Finance Department): The funds for the DKS Agreement for \$34,655 were in the		

2016 Comp Plan Budget and the funds have been rolled over to 2017 and are available to for this project.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Motion to adopt a resolution authorizing the Mayor to sign a Professional Services Agreement with DKS Associates to complete the transportation element of the comprehensive plan.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 5, 2017		

RESOLUTION NO. 17-

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 DKS ASSOCIATES TO COMPLETE THE DRAFT TRANSPORTATION ELEMENT PORTION OF THE COMPREHENSIVE PLAN UPDATE; IN THE AMOUNT OF \$29,579 WITH TWO OPTIONAL TASKS THAT, IF AUTHORIZED BY THE CITY, WOULD INCREASE THE CONTRACT AMOUNT TO \$40,156.

WHEREAS, City of Black Diamond is in need of consulting services to complete the update of its Comprehensive Plan mandated by the State of Washington; and

WHEREAS, in 2014, the City entered into a Professional Services Agreement (Agreement) with BergerAbam, a planning consulting firm, to provide such services under an agreed upon scope of work and budget; and

WHEREAS, BergerAbam began work under the Agreement and subcontracted with DKS Associates for the transportation element of the Comprehensive Plan update;

WHEREAS, the City terminated the Agreement with BergerAbam prematurely, and before DKS completed all of the transportation planning work defined in the scope and budget of the Agreement; and

WHEREAS, the City still needs the remaining transportation planning work to be completed by DKS Associates; and

WHEREAS, the City has also identified additional tasks that are needed in order for the City to be successful in updating its Comprehensive Plan; and

WHEREAS, DKS Associates has provided a scope of work and budget which includes the incomplete tasks from the BergerAbam Agreement together with the newly identified tasks, as needed to complete the transportation element, as described in Exhibit A, attached to the DKS Professional Services Agreement; and

WHEREAS, the proposed contract is in the amount of \$29,579.00 for DKS to complete the work required for the City's Comprehensive Plan update; and

WHEREAS, the proposed contract also includes two "optional" elements (Exhibit A to the Professional Services Agreement attached), which the City could authorize if needed, and which would increase the contract amount to not more than \$40,156.00; and

WHEREAS, the City has identified and budgeted for completion of the Comprehensive Plan update and these amounts in the 2016 budget;

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

Section 1. The Mayor is authorized to execute the attached Professional Services Agreement with DKS Associates for transportation planning services to complete its Comprehensive Plan update, in the amount of \$29,579, with two optional tasks that may be authorized by the City and which may increase the contract amount to not more than \$40,156.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ____ DAY OF ____, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 201____, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the “CITY”)
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-886-2592

and DKS Associates, Inc. a corporation organized under the laws of the State of Washington, doing business at:

DKS Associates, Inc. (hereinafter the “CONSULTANT”)
720 SW Washington St, Suite 500
Portland, Oregon, 97205

Contact: Richard Hutchinson Phone: 206-436-0282
e-mail: rjh@dksassociates.com

for professional services in connection with the following Project:

Black Diamond Comprehensive Plan Update Transportation Element

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. 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 the Agreement.

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit “B.” If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

Revised 8/18/16

3. **Terms.** This Agreement shall commence on the issuance of a notice to proceed and the

4. **Compensation.**

<input type="checkbox"/>	LUMP SUM. Compensation for Non Contingent Scope shall be :	\$29,579.
	Optional Task 6 - - - - -	\$3760
	Optional Task 7 - - - - -	\$6817
	Full Scope Total - - - - -	\$40,156

5. **Payment.**

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

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. 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. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

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

6. **Discrimination and Compliance with Laws**

A. 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.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the

Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for

completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. 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 provided by Consultant 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.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

13. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

14. Assigning or Subcontracting. 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 in the sole discretion of the City.

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

Carol Benson
Mayor
24301 Roberts Drive

NAME OF CONSULTANT

Attn: _____

Revised 8/18/16

Black Diamond, WA 98010

Phone: 360-886-5700

Fax: _____

Phone: _____

Fax: _____

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement or the parties' performance hereunder, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, exclusive jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

Revised 8/18/16

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,
WASHINGTON

CONSULTANT

By: _____
Carol Benson
Mayor

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____
Brenda Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

Exhibit A

SCOPE OF WORK

Task 1 – Planning Level Cost Estimates

DKS will provide planning level cost estimates for the recommended transportation improvements listed in Table 7-7 and Table 7-9 in the Draft Comprehensive Plan Transportation Technical Appendix (dated August 31, 2015). DKS will use a project cost estimate template based on unit costs approved by other Washington State agencies for long range planning. The project cost estimates will be incorporated into the draft Technical Appendix. It is assumed that the City will review and provide one set of consolidated comments on the draft cost estimate within one week of submittal. DKS will provide final cost estimates addressing City comments based on the one set of consolidated comments.

Deliverables:

- Draft Cost Estimates (Electronic submittal via e-mail in Excel format)
- Final Cost Estimates reflecting City comment (Electronic submittal via e-mail in Excel format)

Task 2 – Respond to City Comments

DKS will respond to one set of consolidated comments provided by the City on the Draft Comprehensive Plan Chapter 7 and Transportation Technical Appendix (dated August 31, 2015). The response may include text revisions to the documents but will not include additional analysis, calculations, or map/graphic modifications. Based on input from the City, the level of effort required is assumed to include up to 20 hours of staff time.

Deliverables:

- Revised Comprehensive Plan Chapter 7 and Transportation Technical Appendix in compliance with **RCW 36.70A.070(6)** (Electronic submittal via e-mail in Word and pdf format)

Task 3 – Traffic Simulation Modeling

DKS will provide planning level traffic simulation runs (showing an approximation of vehicle queuing and resulting congestion) to support explanation and presentation of the traffic operations analysis conducted for the comprehensive plan update. The 2015 existing and 2035 future average weekday PM peak hour Synchro models created to analyze study intersection operations will be used (no new networks or improvement options are included in this scope of services). The 2035 future model includes the recommended future improvement projects (shown in Table 7-7 in Draft Comprehensive Plan Transportation Technical Appendix, dated August 31, 2015). The simulations will be limited to the influence area of each study intersection. The simulations will not represent traffic operations in areas of the city not evaluated in the Comprehensive Plan.

SimTraffic will be used to run the models to animate traffic conditions. DKS will calibrate the 2015 existing SimTraffic model to observed field conditions conducted by DKS staff. SimTraffic simulation run output will be provided for various available performance measures at study intersections including average vehicle delay and average speed. Up to ten simulation runs will be conducted for each SimTraffic

model and the results will be averaged to reduce the variability of the results. DKS will prepare up to four preliminary traffic simulation video clips at key study area locations showing the existing and future network performance for City staff to review (City staff shall provide input on the key locations to capture in the video clips). Once a consolidated set of City comments are received, appropriate revisions will be made to the video clips (e.g., different zoom levels or video duration), if necessary, and up to four final traffic simulation video clips will be prepared showing the existing and future network performance.

Deliverables:

- Draft and final traffic simulation video clips (up to four) showing existing and future performance
- One draft and final of the SimTraffic summary run output for both the existing and future models

Task 4 – City Staff Coordination

DKS will attend one meeting with City staff prior to any public presentations to discuss Task 3 findings, project outstanding issues, presentation agendas and materials. The meeting will take place in a location selected by the City within the City of Black Diamond. DKS will also provide a memo report about its progress to the Growth Management Committee of the City Council each month, and draft sections of the Transportation element to the Growth Management Committee.

Deliverables:

- Meeting Notes via e-mail in Word format
- Monthly progress reports and draft sections of the Transportation element in Word format

Task 5 - Joint City Council/Planning Commission Work Session

DKS will prepare for, attend, deliver a presentation, and answer questions at one joint City Council Growth Management Committee/Planning Commission work session to present the traffic analysis and simulation findings for the comprehensive plan update. The city will conduct one round of review on the draft presentation prepared by DKS prior to the work session. DKS will address a consolidated set of city comments in the final presentation materials. City staff is responsible for scheduling, noticing, arranging and paying for the venues, and making any necessary meeting handouts/materials available to commission, council, and attendees.

Deliverables:

- Draft and final presentation materials for the joint City Council/Planning Commission work session
- Prepare for and attend one joint City Council/Planning Commission work session

OPTIONAL SCOPE OF WORK

Optional Task 6 – Public Open House

On an on-call basis, DKS will prepare for and attend a public open house meeting in Black Diamond and present the traffic analysis and simulation findings for the comprehensive plan update. DKS will support City staff and answer questions at the open house.

Deliverables:

- Draft and final presentation board for transportation findings

Optional Task 7 – City Council/Planning Commission Hearings

On an on-call basis, DKS will prepare for and attend up to two hearings for Planning Commission and/or City Council. DKS will not present at the hearings but be available to support city staff and answer questions.

Deliverables:

- Prepare for and attend up to two City Council or Planning Commission hearings

Exhibit B

Table 1: Scope Tasks and Budget

Scope Task	Budget
Task 1A – Draft Planning Level Cost Estimates	\$3,193
Task 1B – Final Planning Level Cost Estimates	\$1,331
Task 2 – Respond to City Comments, Finalize Transportation Element	\$3,500
Task 3A – Draft Traffic Simulation Modeling	\$10,946
Task 3B – Final Traffic Simulation Modeling	\$3,650
Task 4 – City Staff Coordination Meeting	\$2,804
Task 5 – Joint City Council/Planning Commission Work Session	\$4,155
Non-Contingent Total	\$29,579
Optional Task 6 – Public Open House	\$3,760
Optional Task 7 – City Council/Planning Commission Hearings	\$6,817
Optional Tasks	\$10,577
FULL SCOPE OF WORK (NON-CONTINGENCY+ Optional)	\$40,156

Brenda Martinez

From: Pat Pepper
Sent: Monday, August 7, 2017 12:48 PM
To: rjh@dksassociates.com; Seth Boettcher
Cc: Carol Benson; Brian Weber; Brenda Martinez
Subject: DKS Associates Council Approved Amended Draft Contract Elements
Attachments: Memo re Amendments for DKS Agreement.pdf

To Richard Hutchinson and DKS Associates,

Hello Mr. Hutchinson. I spoke to Chris Maciejewski about DKS's potential future work for the City of Black Diamond. I am on the City Council and have reviewed and worked on finding a contract scope of work that will be amenable to the City Council to complete the transportation chapter of our Comprehensive Plan.

At our Council meeting on August 3, 2017, the Council voted that we would like to include a number of items in the scope of work. We also voted that this information be shared with you for development into a contract.

Below is the motion we voted on. Attached is the scope of work to add (we also waived the attorney-client privilege on the attached document).

Motion passed:

"I move that the proposed contract for a traffic consultant to work on the Comprehensive Plan

- Be directly with the city and not through any subcontractor, and
- be amended to include the items in Exhibit A to my motion, which I have copies of,
- and such an amended contract proposal be sent as soon as possible by the city to DKS asking them to respond to the city with an estimate of the time and cost to do the work."

I look forward to seeing a contract proposal and estimate to move this item further along. I am happy to discuss further so that a proposal that is amenable to the City as well as your firm can be drafted.

Thank you
Pat Pepper
Chair, Growth Management Committee

cc: Richard Hutchinson, Principal rjh@dksassociates.com
Seth Boettcher, Public Works Director City of Black Diamond
Brenda Martinez, City Clerk City of Black Diamond
Carol Benson, Mayor City of Black Diamond
Brian Weber, Black Diamond City Council

ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

TO : City of Black Diamond Mayor and Councilmembers

FROM: Jane Koler

DATE: July 26, 2017

SUBJECT: Amendments to DKS Associates' Professional Services Agreement

I have drafted this Memorandum at the request of Councilmember Pepper to address amendments to the DKS Associates' Professional Services Agreement ("Agreement").

The Scope of work for the DKS Associates' Agreement should be amended as follows:

Terms and Conditions: Amend Paragraph 1 and add:

C. DKS shall provide a report about its progress to the Growth Management Committee of the City Council each month, and draft sections of the Transportation element to the Growth Management Committee.

Scope Task: Add a new task #6: (and renumber Optional Tasks "6 and 7", to Optional Tasks "7 and 8"):

Task 6: To the extent that DKS has not addressed the following elements of the Transportation section of the City of Black Diamond's Comprehensive Plan, DKS will provide the following elements:

A transportation element that implements, and is consistent with, the land use element.

(a) The transportation element shall include the following subelements:

- (i) Land use assumptions used in estimating travel;
- (ii) Estimated traffic impacts to state-owned transportation facilities resulting from land use assumptions to assist the department of transportation in monitoring the performance of state facilities, to plan improvements for the facilities, and to assess the impact of land-use decisions on state-owned transportation facilities;
- (iii) Facilities and services needs, including:
 - (A) An inventory of air, water, and ground transportation facilities and services, including transit alignments and general aviation airport facilities, to define existing capital facilities and travel levels as a basis for future planning.

This inventory must include state-owned transportation facilities within the city or county's jurisdictional boundaries;

- (B) Level of service standards for all locally owned arterials and transit routes to serve as a gauge to judge performance of the system. These standards should be regionally coordinated;
 - (C) For state-owned transportation facilities, level of service standards for highways, as prescribed in chapters 47.06 and 47.80 RCW, to gauge the performance of the system. The purposes of reflecting level of service standards for state highways in the local comprehensive plan are to monitor the performance of the system, to evaluate improvement strategies, and to facilitate coordination between the county's or city's six-year street, road, or transit program and the office of financial management's ten-year investment program. The concurrency requirements of (b) of this subsection do not apply to transportation facilities and services of statewide significance;
 - (D) Specific actions and requirements for bringing into compliance locally owned transportation facilities or services that are below an established level of service standard;
 - (E) Forecasts of traffic for at least ten years based on the adopted land use plan to provide information on the location, timing, and capacity needs of future growth;
 - (F) Identification of state and local system needs to meet current and future demands. Identified needs on state-owned transportation facilities must be consistent with the statewide multimodal transportation plan required under chapter 47.06 RCW;
- (iv) Finance, including:
- (A) An analysis of funding capability to judge needs against probable funding resources;
 - (B) A multiyear financing plan based on the needs identified in the comprehensive plan, the appropriate parts of which shall serve as the basis for the six-year street, road, or transit program required by RCW 35.77.010 for cities, RCW 36.81.121 for counties, and RCW 35.58.2795 for public transportation systems. The multiyear financing plan should be coordinated with the ten-year investment program developed by the office of financial management as required by RCW 47.05.030;

- (C) If probable funding falls short of meeting identified needs, a discussion of how additional funding will be raised, or how land use assumptions will be reassessed to ensure that level of service standards will be met;
 - (v) Intergovernmental coordination efforts, including an assessment of the impacts of the transportation plan and land use assumptions on the transportation systems of adjacent jurisdictions;
 - (vi) Demand-management strategies;
 - (vii) Pedestrian and bicycle component to include collaborative efforts to identify and designate planned improvements for pedestrian and bicycle facilities and corridors that address and encourage enhanced community access and promote healthy lifestyles.
- (b) After adoption of the comprehensive plan by jurisdictions required to plan or who choose to plan under RCW 36.70A.040, local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development. These strategies may include increased public transportation service, ride-sharing programs, demand management, and other transportation systems management strategies. For the purposes of this subsection (6), "concurrent with the development" means that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years. If the collection of impact fees is delayed under RCW 82.02.050(3), the six-year period required by this subsection (6)(b) must begin after full payment of all impact fees is due to the county or city.
- (c) The transportation element described in this subsection (6), the six-year plans required by RCW 35.77.010 for cities, RCW 36.81.121 for counties, and RCW 35.58.2795 for public transportation systems, and the ten-year investment program required by RCW 47.05.030 for the state, must be consistent.

All dates in the contract must be corrected; the dates expressed at beginning of the Professional Services Agreement specify the effective date of the Agreement and must be modified; the dates at the bottom of each page must be corrected; Paragraph 3 of the Agreement must be modified to express the termination date of the contract.



719 Second Avenue
Suite 1250
Seattle, WA 98104
206.382.9800
www.dksassociates.com

DRAFT MEMORANDUM

DATE: September 18, 2017

TO: Seth Boettcher, Public Works Director
City of Black Diamond

FROM: Richard Hutchinson, PE, PTOE

SUBJECT: Black Diamond Comprehensive Plan Update Transportation Element Scope of Services

This memorandum presents the transportation engineering services requested to complete and support the 2016 Black Diamond Comprehensive Plan Update Chapter 7 Transportation Element. Based on an e-mail received from Pat Pepper, City of Black Diamond Growth Management Committee Chair, on August 7, 2017, the City seeks additional assistance with its comprehensive plan update. Additional scope items for which the City seeks assistance include project cost estimates, response to city comments, traffic simulation work, project coordination meeting attendance, facilitation of a joint planning commission/city council work session and monthly progress reports, including draft sections of the transportation element, to the Growth Management Committee of the City Council. In addition, DKS Associates will finalize the previously prepared update to the transportation element of the Comprehensive Plan as required by the Growth Management Act in compliance with a motion passed by the City Council on August 3, 2017. Other contingent tasks include attendance at a public open house and planning commission and city council hearings. The following summarizes the scope of work tasks.

SCOPE OF WORK

Task 1 – Planning Level Cost Estimates

DKS will provide planning level cost estimates for the recommended transportation improvements listed in Table 7-7 and Table 7-9 in the Draft Comprehensive Plan Transportation Technical Appendix (dated August 31, 2015). DKS will use a project cost estimate template based on unit costs approved by other Washington State agencies for long range planning. The project cost estimates will be incorporated into the draft Technical Appendix. It is assumed that the City will review and provide one set of consolidated comments on the draft cost estimate within one week of submittal. DKS will provide final cost estimates addressing City comments based on the one set of consolidated comments.

Deliverables:

- Draft Cost Estimates (Electronic submittal via e-mail in Excel format)
- Final Cost Estimates reflecting City comment (Electronic submittal via e-mail in Excel format)

Task 2 – Respond to City Comments

Exhibit "A" Consultant Professional Services Agreement

Black Diamond Comprehensive Plan Update Transportation Element Scope of Services

September 18, 2017

DKS will respond to one set of consolidated comments provided by the City on the Draft Comprehensive Plan Chapter 7 and Transportation Technical Appendix (dated August 31, 2015). The response may include text revisions to the documents but will not include additional analysis, calculations, or map/graphic modifications. Based on input from the City, the level of effort required is assumed to include up to 20 hours of staff time.

Deliverables:

- Revised Comprehensive Plan Chapter 7 and Transportation Technical Appendix in compliance with **RCW 36.70A.070(6)** (Electronic submittal via e-mail in Word and pdf format)

Task 3 – Traffic Simulation Modeling

DKS will provide planning level traffic simulation runs (showing an approximation of vehicle queuing and resulting congestion) to support explanation and presentation of the traffic operations analysis conducted for the comprehensive plan update. The 2015 existing and 2035 future average weekday PM peak hour Synchro models created to analyze study intersection operations will be used (no new networks or improvement options are included in this scope of services). The 2035 future model includes the recommended future improvement projects (shown in Table 7-7 in Draft Comprehensive Plan Transportation Technical Appendix, dated August 31, 2015). The simulations will be limited to the influence area of each study intersection. The simulations will not represent traffic operations in areas of the city not evaluated in the Comprehensive Plan.

SimTraffic will be used to run the models to animate traffic conditions. DKS will calibrate the 2015 existing SimTraffic model to observed field conditions conducted by DKS staff. SimTraffic simulation run output will be provided for various available performance measures at study intersections including average vehicle delay and average speed. Up to ten simulation runs will be conducted for each SimTraffic model and the results will be averaged to reduce the variability of the results. DKS will prepare up to four preliminary traffic simulation video clips at key study area locations showing the existing and future network performance for City staff to review (City staff shall provide input on the key locations to capture in the video clips). Once a consolidated set of City comments are received, appropriate revisions will be made to the video clips (e.g., different zoom levels or video duration), if necessary, and up to four final traffic simulation video clips will be prepared showing the existing and future network performance.

Deliverables:

- Draft and final traffic simulation video clips (up to four) showing existing and future performance
- One draft and final of the SimTraffic summary run output for both the existing and future models

Task 4 – City Staff Coordination

DKS will attend one meeting with City staff prior to any public presentations to discuss Task 3 findings, project outstanding issues, presentation agendas and materials. The meeting will take place in a location selected by the City within the City of Black Diamond. DKS will also provide a memo report about its progress to the Growth Management Committee of the City Council each month, and draft sections of the Transportation element to the Growth Management Committee.

Exhibit "A" Consultant Professional Services Agreement

Black Diamond Comprehensive Plan Update Transportation Element Scope of Services

September 18, 2017

Deliverables:

- Meeting Notes via e-mail in Word format
- Monthly progress reports and draft sections of the Transportation element in Word format

Task 5 - Joint City Council/Planning Commission Work Session

DKS will prepare for, attend, deliver a presentation, and answer questions at one joint City Council Growth Management Committee/Planning Commission work session to present the traffic analysis and simulation findings for the comprehensive plan update. The city will conduct one round of review on the draft presentation prepared by DKS prior to the work session. DKS will address a consolidated set of city comments in the final presentation materials. City staff is responsible for scheduling, noticing, arranging and paying for the venues, and making any necessary meeting handouts/materials available to commission, council, and attendees.

Deliverables:

- Draft and final presentation materials for the joint City Council/Planning Commission work session
- Prepare for and attend one joint City Council/Planning Commission work session

OPTIONAL SCOPE OF WORK

Optional Task 6 – Public Open House

On an on-call basis, DKS will prepare for and attend a public open house meeting in Black Diamond and present the traffic analysis and simulation findings for the comprehensive plan update. DKS will support City staff and answer questions at the open house.

Deliverables:

- Draft and final presentation board for transportation findings

Optional Task 7 – City Council/Planning Commission Hearings

On an on-call basis, DKS will prepare for and attend up to two hearings for Planning Commission and/or City Council. DKS will not present at the hearings but be available to support city staff and answer questions.

Deliverables:

- Prepare for and attend up to two City Council or Planning Commission hearings

BUDGET AND AUTHORIZATION

In consideration of the performance of these services, DKS Associates will be compensated the lump sum by task amount of \$29,579 as shown in Table 1.

DKS will invoice by percent complete based on the completion of deliverables of each task as broken out below. DKS will invoice 100% level payment upon submittal of deliverables for Task 5 as listed above. Project completion

Exhibit "A" Consultant Professional Services Agreement

Black Diamond Comprehensive Plan Update Transportation Element Scope of Services

September 18, 2017

constitutes the conveyance of all deliverables as listed for Tasks 1 through 6 from DKS to the City as listed above. Payments are due on a net 30 day basis. A service charge of 1¼ percent per month compounded will be assessed on billings not paid when due. If payment of our invoices is not made within 30 days of the due date, DKS reserves the right to cease work on this project until such time as payment is received. In the event of any litigation between the parties to this agreement arising from this agreement, the prevailing party shall be reimbursed for its reasonable attorney's fees and costs.

Estimated completion date for this work effort is January 31, 2018.

Should the services not be authorized in thirty (30) days; or should changes occur in the scope or level of effort; or should the completion date extend beyond the estimated completion date stated above due to circumstances beyond DKS's control; we reserve the right to revise the scope, budget and schedule to reflect then current conditions. Such revisions will be effected through amendments to this agreement.

If this scope and level of effort is acceptable, please provide a Consultant Services Agreement for signature. We will then send two partially signed copies back for signature by a duly authorized official from the City of Black Diamond. A fully signed agreement will constitute formal authorization to proceed with the work program according to the terms outlined in this exhibit.

This lump sum by task amount is based upon the scope of services and level of effort presented above. For optional tasks authorized by the City, DKS Associates will be compensated the lump sum for each optional task as shown in Table 1.

Table 1: Scope Tasks and Budget

Scope Task	Budget
Task 1A – Draft Planning Level Cost Estimates	\$3,193
Task 1B – Final Planning Level Cost Estimates	\$1,331
Task 2 – Respond to City Comments, Finalize Transportation Element	\$3,500
Task 3A – Draft Traffic Simulation Modeling	\$10,946
Task 3B – Final Traffic Simulation Modeling	\$3,650
Task 4 – City Staff Coordination Meeting	\$2,804
Task 5 – Joint City Council/Planning Commission Work Session	\$4,155
Non-Contingent Total	\$29,579
Optional Task 6 – Public Open House	\$3,760
Optional Task 7 – City Council/Planning Commission Hearings	\$6,817
Optional Tasks	\$10,577
FULL SCOPE OF WORK (NON-CONTINGENCY+ Optional)	\$40,156

ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

TO : City of Black Diamond Mayor and Councilmembers

FROM: Jane Koler

DATE: July 26, 2017

SUBJECT: Amendments to DKS Associates' Professional Services Agreement

I have drafted this Memorandum at the request of Councilmember Pepper to address amendments to the DKS Associates' Professional Services Agreement ("Agreement").

The Scope of work for the DKS Associates' Agreement should be amended as follows:

Terms and Conditions: Amend Paragraph 1 and add:

C. DKS shall provide a report about its progress to the Growth Management Committee of the City Council each month, and draft sections of the Transportation element to the Growth Management Committee.

Scope Task: Add a new task #6: (and renumber Optional Tasks "6 and 7", to Optional Tasks "7 and 8"):

Task 6: To the extent that DKS has not addressed the following elements of the Transportation section of the City of Black Diamond's Comprehensive Plan, DKS will provide the following elements:

A transportation element that implements, and is consistent with, the land use element.

(a) The transportation element shall include the following subelements:

- (i) Land use assumptions used in estimating travel;
- (ii) Estimated traffic impacts to state-owned transportation facilities resulting from land use assumptions to assist the department of transportation in monitoring the performance of state facilities, to plan improvements for the facilities, and to assess the impact of land-use decisions on state-owned transportation facilities;
- (iii) Facilities and services needs, including:
 - (A) An inventory of air, water, and ground transportation facilities and services, including transit alignments and general aviation airport facilities, to define existing capital facilities and travel levels as a basis for future planning.

This inventory must include state-owned transportation facilities within the city or county's jurisdictional boundaries;

- (B) Level of service standards for all locally owned arterials and transit routes to serve as a gauge to judge performance of the system. These standards should be regionally coordinated;
 - (C) For state-owned transportation facilities, level of service standards for highways, as prescribed in chapters 47.06 and 47.80 RCW, to gauge the performance of the system. The purposes of reflecting level of service standards for state highways in the local comprehensive plan are to monitor the performance of the system, to evaluate improvement strategies, and to facilitate coordination between the county's or city's six-year street, road, or transit program and the office of financial management's ten-year investment program. The concurrency requirements of (b) of this subsection do not apply to transportation facilities and services of statewide significance;
 - (D) Specific actions and requirements for bringing into compliance locally owned transportation facilities or services that are below an established level of service standard;
 - (E) Forecasts of traffic for at least ten years based on the adopted land use plan to provide information on the location, timing, and capacity needs of future growth;
 - (F) Identification of state and local system needs to meet current and future demands. Identified needs on state-owned transportation facilities must be consistent with the statewide multimodal transportation plan required under chapter 47.06 RCW;
- (iv) Finance, including:
- (A) An analysis of funding capability to judge needs against probable funding resources;
 - (B) A multiyear financing plan based on the needs identified in the comprehensive plan, the appropriate parts of which shall serve as the basis for the six-year street, road, or transit program required by RCW 35.77.010 for cities, RCW 36.81.121 for counties, and RCW 35.58.2795 for public transportation systems. The multiyear financing plan should be coordinated with the ten-year investment program developed by the office of financial management as required by RCW 47.05.030;

- (C) If probable funding falls short of meeting identified needs, a discussion of how additional funding will be raised, or how land use assumptions will be reassessed to ensure that level of service standards will be met;
 - (v) Intergovernmental coordination efforts, including an assessment of the impacts of the transportation plan and land use assumptions on the transportation systems of adjacent jurisdictions;
 - (vi) Demand-management strategies;
 - (vii) Pedestrian and bicycle component to include collaborative efforts to identify and designate planned improvements for pedestrian and bicycle facilities and corridors that address and encourage enhanced community access and promote healthy lifestyles.
- (b) After adoption of the comprehensive plan by jurisdictions required to plan or who choose to plan under RCW 36.70A.040, local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development. These strategies may include increased public transportation service, ride-sharing programs, demand management, and other transportation systems management strategies. For the purposes of this subsection (6), "concurrent with the development" means that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years. If the collection of impact fees is delayed under RCW 82.02.050(3), the six-year period required by this subsection (6)(b) must begin after full payment of all impact fees is due to the county or city.
- (c) The transportation element described in this subsection (6), the six-year plans required by RCW 35.77.010 for cities, RCW 36.81.121 for counties, and RCW 35.58.2795 for public transportation systems, and the ten-year investment program required by RCW 47.05.030 for the state, must be consistent.

All dates in the contract must be corrected; the dates expressed at beginning of the Professional Services Agreement specify the effective date of the Agreement and must be modified; the dates at the bottom of each page must be corrected; Paragraph 3 of the Agreement must be modified to express the termination date of the contract.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: July 21, 2016	AB16-042A
Resolution authorizing the Mayor to sign a Professional Services Agreement with DKS Associates for the transportation element in the Comprehensive Plan update	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$34,655 fixed rate total includes two optional tasks (1)\$3,615 for Public Open House and (2) \$6,555 to attend Public Hearings		
Fund Source: - Comp Plan Update-2016 Budget	Public Works – Seth Boettcher	
Timeline: April-June 2016	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Draft Resolution; Professional Services Agreement		
<p>SUMMARY STATEMENT:</p> <p>The City entered into a Professional Services Agreement with BergerAbam in 2014 and agreed to a scope of work and budget to update the Comprehensive Plan as required under the Growth Management Act (GMA). BergerAbam hired DKS Associates as their subconsultant for the transportation element of the Comprehensive Plan. The City terminated the Agreement with BergerAbam in October 2015 before DKS Associates had completed all the tasks in the original scope of work. However, at the time the BergerAbam contract was terminated, DKS had already completed over 90% of the tasks in the scope of work for the transportation element. The City has not been billed for the remaining work in the scope that was not done.</p> <p>The City needs DKS to complete the tasks in the original BergerAbam Agreement scope of work in order for the draft transportation element to be whole. In addition, staff has identified additional tasks that are needed to ensure the final draft transportation element is comprehensive for the public, planning commissioners, and council members.</p> <p>Tasks from the original scope that need to be completed include the following:</p> <ul style="list-style-type: none"> • Complete the planning level costs for recommended transportation improvements • Respond to the City's review comments and coordination meeting <p>New tasks include:</p> <ul style="list-style-type: none"> • Traffic simulation modeling • Presentation to staff, Planning Commission, and City Council at joint work session • Presentation of traffic analysis and simulation findings at a Public Open House 		

- Attend City Council/Planning Commission Hearings

The timely approval of this Agreement is important because the Comprehensive Plan update is behind the GMA schedule for adoption. This is causing the City to be ineligible for grant funds.

FISCAL NOTE (Finance Department): The funds for the DKS Agreement for \$34,655 are already included in the 2016 Comp Plan Budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Motion to adopt Resolution No. 16-? (*Clerk to assign number at time of adoption*)**, authorizing the Mayor to sign a Personal Services Agreement with DKS Associates.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 7, 2016	Motion to postpone to July 21 meeting. Passed 3-2 (Edelman, Deady)	
July 21, 2016		

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: October 5, 2017	AB17-057
Resolution authorizing the Mayor to execute the City's written final plat approval for The Villages MPD, Ten Trails Phase 1A – Division 1 Final Plat	Mayor – Carol Benson	
	City Administrator –	
	City Attorney – David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	X
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note): None	Court – Stephanie Metcalf	
Fund Source: n/a		
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Resolution; Staff Report; Plat Map; Performance and Maintenance Bonds (exhibit within Staff Report).		
SUMMARY STATEMENT: Councilmembers Deady and Edelman have placed this item on the agenda.		
<p>The Villages (also referred to as "Ten Trails") Phase 1A – Division 1 is an 83-lot plat that was granted Preliminary Approval under City File Number PLN11-0001. The plat is located within The Villages Master Planned Development Phase 1A and is zoned Master Planned Development (MPD). The owners, Oakpointe / CCD Black Diamond LLC, have completed the preliminary plat requirements and now are requesting final plat approval. Staff has worked with the applicants to ensure preliminary requirements have been met. Staff's written findings and recommendation for approval are documented in a Staff Report for City Council's review. If the Council determines that the final plat conforms to all terms of the preliminary plat approval set forth by the Hearing Examiner and that adequate bonds have been posted, then by resolution, it shall accept staff's written findings and authorize the Mayor to execute the final plat approval by entering the City's written approval on the face of the plat.</p>		
FISCAL NOTE (Finance Department): No fiscal impact		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Motion to accept as the first reading and adopt a resolution approving the final plat for Ten Trails Phase 1A Division 1 (PLN17-0049); setting forth supportive findings and fixing a time when the final plat shall become effective.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
October 5, 2017	First reading	

RESOLUTION NO. 17-____

**A RESOLUTION OF THE CITY OF BLACK
DIAMOND, WASHINGTON, GRANTING FINAL PLAT
APPROVAL FOR TEN TRAILS (F/K/A “THE
VILLAGES”) PP1A DIVISION 1 SUBDIVISION**

WHEREAS, on September 20, 2010, the City Council adopted Ordinance No. 10-946 approving a Master Planned Development (“MPD”) permit for applicant CCD Black Diamond Partners LLC’s (“Oakpointe”), f/k/a Yarrow Bay, for development of a master planned community known as “The Villages”; and

WHEREAS, on December 12, 2011, the City Council adopted Ordinance No. 11-970 approving The Villages Development Agreement (“DA”) with Oakpointe setting forth extensively negotiated requirements and agreed conditions governing commercial and residential development activity within The Villages MPD; and

WHEREAS, on December 10, 2012, the City’s Hearing Examiner conditionally granted Preliminary Plat Approval for the subdivision known The Villages Phase 1A (“PP1A”), and Oakpointe has since changed the name of The Villages to “Ten Trails”; and

WHEREAS, Oakpointe has applied for final plat approval (File No. PLN17-0049) for the Ten Trails PP1A Division 1 Subdivision (“PP1A Division 1”); and

WHEREAS, under the DA, Oakpointe’s application for final plat approval of Ten Trails PP1A Division 1 is vested to the Black Diamond Municipal Code in effect as of the date of the DA, which is attached as Exhibit E to the DA (“Vested Code”); and

WHEREAS, City staff and members of the Master Development Review Team (“MDRT”) have reviewed the proposed final plat for PP1A Division 1 for compliance with all provisions of state law and the Vested Code, as well as all conditions imposed by the applicable MPD permit, the DA, the Hearing Examiner’s Preliminary Plat Approval and decision in the related SEPA appeal, and the MPD Framework Design Standards and Guidelines (collectively, “Conditions of Approval”), and have prepared and provided to the City Council a Staff Report summarizing their findings in detail; and

WHEREAS, City staff and members of the MDRT, based on their review of the final plat application, recommend approval of the PP1A Division 1 final plat, subject to Oakpointe’s submission of adequate security to ensure the completion of the remaining work; and

WHEREAS, Oakpointe is willing and able to secure a bond guaranteeing completion of all infrastructure improvements required by the Conditions of Approval; and

WHEREAS, section 17.20.060.B. of the Vested Code requires the City Council to review the Staff Report and proposed final plat to assure its conformance to all Conditions of Approval and that adequate bonds, if applicable, have been posted, and further requires the City Council, by resolution, to make written findings to that effect and to authorize the Mayor to execute the City Council's approval in writing on the face of the final plat; and

WHEREAS, RCW 58.17.140 and Vested Code section 17.20.060 require that the City Council approve, disapprove, or return the final plat for modification within a limited time period, unless the applicant consents to a longer time; and

WHEREAS, RCW 58.17.195 prohibits the approval of any subdivision unless the City makes a formal written finding of fact that the proposed subdivision is in conformity with applicable zoning ordinances and other land use controls;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings and Approval of Final Plat. The City Council finds, based on its review of the Staff Report and proposed plat, that all Conditions of Approval have been satisfied, or where they have not yet been satisfied, that adequate security has been or will be posted by Oakpointe to ensure the full and prompt completion of all required improvements that have not been completed. Further, the City Council finds that the proposed subdivision is in conformity with applicable zoning ordinances and land use controls of the City. Accordingly, the final plat for Ten Trails PP1A Division 1 is hereby approved on condition that Oakpointe provides a bond, in a form and amount acceptable to the City, guaranteeing completion of all infrastructure improvements required by the Conditions of Approval that have not yet been completed.

Section 2. Authorization. Upon Oakpointe's provision of the bond described in Section 1, the Mayor is authorized to sign the final plat signifying the City Council's approval.

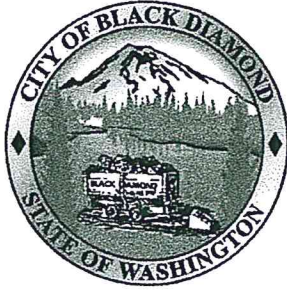
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ____TH DAY OF OCTOBER, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

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

Phone: (360) 886-5700
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

September 28, 2017

STAFF REPORT – PLN17-0049 Ten Trails Phase 1A – Division 1 Final Plat

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Administrative Note: References to "Ten Trails" within this final plat application can be used interchangeably with "The Villages." The applicant has re-branded The Villages Master Planned Development as "Ten Trails," however the approved Master Planned Development Permit for The Villages (City File Number PLN09-0017) has not been amended to officially refer to the Master Planned Development as "Ten Trails."

Section I: Application Information

Staff Report Date: September 28, 2017

Name of Subdivision: Ten Trails Phase 1A – Division 1 (One)

Number of Lots: 83 total lots:

- 65 lots for residential development (Lots 1-65)
- 14 lots for commercial development (Lots 66-79)
- 2 lots for future development (Lots 80/81)
- 2 lots to be dedicated to the Enumclaw School District upon final plat approval (Lots 82/83)

Location: Unaddressed King County Parcel Numbers 152106-9099 and 152106-9100

Zoning: Master Planned Development (MPD)

Comprehensive Plan Designation: Mixed-Use with Master Planned Development Overlay

Land Owner / Applicant: CCD Black Diamond Partners LLC, d/b/a Oakpointe, c/o: Colin Lund

Preliminary Plat Approval: The Villages Phase 1A Preliminary Plat was approved by the City's Hearing Examiner on 12/10/2012 under City File Number PLN11-0001, subject to ninety-one (91) conditions of approval. Compliance with the preliminary plat conditions of approval is detailed in Section IV – Project Analysis of this Staff Report.

Final Plat Application: The City initially received an application for final plat approval on July 26, 2017. That application was withdrawn by the applicant because it was incomplete. The applicant provided additional information to the City on August 14, 2017. Following discussions with City Staff, the applicant then submitted a complete final plat application on August 30, 2017. The applicant submitted revised/corrected information at the request of the City on September 8, 2017.

Section II: Summary of Request

This application is for the final platting of Division 1 of Preliminary Plat 1A, which was approved on December 12, 2012. Division 1 contains the following:

- A total of 83 total lots and 25 tracts
 - Tract uses include landscape, utility, access, parks, future development, sensitive area, private road, future right-of-way dedication, natural landscape, and open space. For individual tract uses, refer to the Tract Areas table on Sheet 3 of the final plat.
 - Tracts R and U are designed as future development and comprise the areas of Preliminary Plat 1A that are not included in this Division 1 final plat application. The total area of Tracts R and U is 2,799,767 square feet (64.27 acres).
- Of the 83 lots, 65 are residential (Lots 1-65)
 - Residential lot sizes range from 3,600 square feet (0.08 acres) to 5,944 square feet (0.14 acres). The average residential lot size is 4,418 square feet (0.10 acres).

- Of the 83 lots, 14 are commercial (Lots 66-79)
 - The total lot size of all commercial lots within Division 1 is 653,571 square feet (15.00 acres). Commercial lot sizes range from 14,920 square feet (0.34 acres) to 102,272 square feet (2.35 acres). The average commercial lot size is 46,684 square feet (1.07 acres).
- Of the 83 lots, 2 are for future development (Lots 80/81)
 - The total lot size for future development is 244,284 square feet (5.61 acres). Lot 80 is 108,287 square feet (2.49 acres) and Lot 81 is 135,997 square feet (3.12 acres).
- Of the 83 lots, 2 are to be dedicated to the Enumclaw School District upon final plat approval (Lots 82/83)
 - The total lot size to be dedicated to the District is 546,208 square feet (12.54 acres). Lot 82 is 435,630 square feet (10.00 acres) and Lot 83 is 110,578 square feet (2.54 acres).

Section III: Process

The applicant is required to receive preliminary plat approval prior to submittal and approval of a final plat. The Villages Phase 1A Preliminary Plat was approved by the City's Hearing Examiner on December 10, 2012 subject to ninety-one (91) conditions. After withdrawing its initial application for final plat approval, the applicant then filed a complete final plat application on August 30, 2017 for review by the City. The applicant submitted revised/corrected information at the request of the City on September 8, 2017. The final plat was reviewed by City Staff and MDRT consultants for compliance with applicable preliminary plat approval conditions (see Section IV – Project Analysis below). This Staff Report provides written findings related to the Division 1 final plat application and a recommendation to the City Council for final plat approval.

It is the City Council's responsibility to make a final determination on the final plat based on the conditions of preliminary plat approval and applicable laws and regulations. This Staff Report serves to provide Staff's review of the final plat application and findings regarding compliance with applicable conditions of associated permits, including the preliminary plat application. If the final plat application complies with all applicable conditions and regulations, the City Council is required to enter written findings to that effect and authorize the Mayor to execute the City's written approval on the face of the plat (BDMC 17.20.060.B and RCW 58.17.170). Final Plat approval is a Type 6 – City Council Decision (Black Diamond Municipal Code 18.08.030). The Code defines Type 6 decisions as quasi-judicial or other decision that are made by the City Council following a recommendation by staff (BDMC 18.08.090).

Section IV: Project Analysis

- RCW 58.17.170(1), regarding written approval of Final Plat Applications:

“When the legislative body of the city, town, or county, or such other agency as authorized by RCW 58.17.100, finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that said subdivision meets the requirements of this chapter, other applicable state laws, and any local ordinances adopted under this chapter which were in effect at the time of preliminary plat approval, it shall suitably inscribe and execute its written approval on the face of the plat. The original of said final plat shall be filed for record with the county auditor. One reproducible copy shall be furnished to the city, town, or county engineer. One paper copy shall be filed with the county assessor. Paper copies shall be provided to such other agencies as may be required by ordinance.”

- BDMC Chapter 17, regarding the City’s Subdivision Ordinance:

The applicant submitted a preliminary plat application in compliance with the provisions of Black Diamond Municipal Code Chapter 17.12 under City File Number PLN11-0001. The application was approved by the Hearing Examiner on December 10th, 2012 with ninety-one (91) conditions of approval. This final plat application complies with the applicable conditions of approval established by the preliminary plat (refer to the Compliance with Associated Conditions of Approval – The Villages Phase 1A Preliminary Plat Conditions of Approval (PLN11-0001) below).

The applicant has submitted final plat drawings in compliance with the provisions of Black Diamond Municipal Code Section 17.20 under this City File Number, PLN17-0049. The submitted final plat drawings include all required contents and standards (as established by BDMC 17.20.020), required surveys and monumentation (as established by BDMC 17.20.030), required certificates (as established by BDMC 17.20.040), and required improvements/bonds (as established by BDMC 17.20.050). Bonds are provided as Exhibit S of this Staff Report.

In summary, the final plat meets all standards established by the City’s Subdivision Ordinance. Written approval from the designated Public Works Director, Surveyor, and Fire Chief are provided as Exhibit V of this Staff Report.

- BDMC 17.20.060, regarding the City’s process for final plat review and decision:

“Final plats shall be approved, disapproved or returned to the applicant for modification or correction within sixty days from the date of filing thereof unless the applicant consents to and extension of such time period.”

This section of the vested Black Diamond Municipal Code further provides for Staff Review and findings (BDMC 17.20.060.A.), followed by a City Council decision on the final plat (BDMC 17.20.060.B). Specifically:

“The city council shall review the findings of the public works director or designee and review the proposed final plat to assure that there is conformance with all terms of the preliminary plat approval and, where applicable, MPD approval, the MPD development agreement, and MPD design standards. If the council determines that the final plat conforms with these requirements, and adequate bonds, if applicable, have been posted, then, by resolution, it shall enter written findings to that effect, and shall authorize the mayor to execute the city’s written approval on the face of the plat.”

Pursuant to BDMC 17.08.010, the public works director is defined as the “person, firm, or corporation appointed or authorized (including contractual authorization) by the mayor of the city to carry out the duties of the public works director as prescribed by the chapter.”

- Compliance with Associated Conditions of Approval

- SEPA Environmental Review Mitigation Measures (PLN11-0002)

The following SEPA Mitigation Measures, as implemented by Mitigated Determination of Non-Significance (MDNS) of the environmental review associated with the Phase 1A Preliminary

Plat environmental review (completed under City File Number PLN11-0002), are not applicable to this final plat application:

SEPA Mitigation Measures #3, 4, and 8.

The following SEPA Mitigation Measures (written verbatim) have been completed or bonded for to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

SEPA Mitigation Measure #1: This mitigation measure provided three options to address pedestrian traffic and safety over the Rock Creek bridge. The applicant chose Option A, which states "The Applicant shall construct a safe pedestrian connection across Rock Creek for pedestrian linkage to Morgansville prior to the issuance of the certificate of occupancy of the 200th dwelling unit for The Villages MPD. In lieu of construction, the City shall have a financial commitment in place to complete the improvements within six years of PP1A approval."

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #1 on Sheet 2 of the final plat states this requirement must be completed before the issuance of the certificate of occupancy of the 200th dwelling unit for The Villages MPD.*

SEPA Mitigation Measure #2: Prior to final plat approval of the first division, the Applicant shall acquire all required approvals from King County for the connection and/or discharge of all PP1A wastewater into King County's wastewater collection and treatment system.

Staff Comment: *This condition meets the requirements for final plat approval. The applicant has submitted verification of King County's approval for the discharge of wastewater into the County wastewater collection and treatment system (Exhibit A).*

SEPA Mitigation Measure #5: Off-site improvements required for PP1A within the Lake Sawyer Drainage Basin shall be constructed as the first "implementing project" as referenced in the September 19, 2011 memo from Alan Fure in Ex. O of the Villages DA. "Baseline Monitoring," as referenced in that Fure memo, shall be completed within the timeframes required by Ex. O.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The baseline monitoring has been completed and approved by the City (Exhibit B).*

SEPA Mitigation Measure #6: The sampling frequencies set by Ex. O of the Villages DA for setting baseline phosphorous levels for Rock Creek shall be increased to the extent necessary to address the sampling error identified by Robert Zisette in the first two full paragraphs of pg.3 of Ex. 27. An expanded baseline monitoring program in this regard shall be prepared by an MDRT team after consultation with the SEPA Appellants and the Applicant. At a minimum, the revised baseline monitoring shall include a significant increase in

the amount of sampling to provide for an acceptable error of 0.05 and the use of hydrograph separation, smearing and other techniques to estimate separate loadings for base flows.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The revised baseline monitoring has been completed and approved by the City (Exhibit C).*

SEPA Mitigation Measure #7: SEPA Checklist A.10 shall be revised to provide that an HPA permit “may” be required for pedestrian improvements across Rock Creek Bridge. The checklist shall be sent to WDFW along with an invitation to comment within ten days. The SEPA Responsible Official is authorized to impose additional MDNS mitigation measures as reasonably necessary to address any impacts identified by WDFW. Except for WDFW comment and response, this condition shall not be construed as re-opening the SEPA review process.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. WDFW has reviewed the revised SEPA Checklist and indicated that an HPA will be required for the construction of pedestrian improvements across Rock Creek Bridge (Exhibit D).*

SEPA Mitigation Measure #9: Prior to any clearing or grading of Parcels 34B, 27C, 1L or the area between 1L and 27C, the Applicant shall prepare and have approved an analysis by a qualified expert assessing whether any wildlife corridor connections between wetlands S, T, D4 and E1 have any significant environmental benefit and identify any measures to connect those wetlands that are reasonably feasible. The Applicant’s analysis shall be subject to peer review by the City’s MDRT team. The SEPA Responsible Official shall be responsible for approving the connectivity analysis and is authorized to impose reasonable mitigation measures to the extent necessary to prevent probable significant adverse environmental impacts.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The applicant submitted an analysis of wildlife corridors as required by this condition and determined that additional mitigation measures were not warranted. The analysis was approved by the City (Exhibit E).*

o The Villages Phase 1A Preliminary Plat Conditions of Approval (PLN11-0001)

The following Phase 1A Preliminary Plat conditions of approval, as required by the Hearing Examiner’s approval of the preliminary plat application, are not applicable to this final plat application:

Preliminary Plat conditions of approval #3, 6, 7 – 16, 22, 23, 25, 31, 32, 36, 38, 39, 42, 48, 50, 58, 60, 65, 66, 72, 77, 78, and 86.

The following Phase 1A Preliminary Plat conditions of approval (written verbatim) have been completed or bonded to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

Preliminary Plat Preamble Condition: The applicant must commit to constructing Rock Creek Bridge pedestrian improvements as outlined in SEPA Mitigation Measure #1.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #1 on Sheet 2 of the final plat states this requirement must be completed before the issuance of the certificate of occupancy of the 200th dwelling unit for The Villages MPD.*

Preliminary Plat Condition #1: The Master Developer shall execute the drainage easement for the off-site stormwater pond shown on Sheets RS7-9 prior to final plat approval of any division within PP1A.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The drainage easement for the off-site stormwater pond has been executed under King County Recording Number 20170727000973.*

Preliminary Plat Condition #2: Pursuant to BDMC 19.10.220.D, wetland buffer boundaries adjacent to land within this plat shall be permanently delineated by split-rail fencing and identification signs, as approved by the City. Fencing shall be installed prior to final plat approval of any plat division adjacent to wetland buffers.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Wetland boundaries within Division 1 have been delineated by split-rail fencing with identification signs and approved by the City (Exhibit F).*

Preliminary Plat Condition #4: Wetlands and all required wetland buffers shall be defined as separate tracts in the final plat (BDMC 19.10.150.B). These tracts shall be as shown on the proposed preliminary plat drawings, except as may be modified pursuant to BDMC 19.10.230 prior to final plat approval.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. There is one wetland and wetland buffer within Division 1; comprised of Wetland S and its associated 60-foot buffer. Wetland S and its associated buffer have been placed within Tract Q for conservation.*

Preliminary Plat Condition #5: Prior to final plat approval of any division within PP1A, the proponent shall re-channelize the south leg of the intersection of SE 288th St. and 216th Ave. SE to provide a refuge/merge area for westbound left-turning vehicles.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This project has been completed and approved by the City (Exhibit G).*

Preliminary Plat Condition #17: Prior to issuance of certificates of occupancy for the 726th ERU (equivalent residential unit), the proponent shall construct a single-lane roundabout at the realigned intersection of Lake

Sawyer Rd. SE and SE Auburn-Black Diamond Rd. (Roberts Dr.).

Staff Comment: The applicant has met the requirements of this condition for final plat approval. This project has commenced construction. The applicant has provided the City with a completion bond form for the remaining construction to be completed for this project (Exhibit H).

Preliminary Plat Condition #18: Prior to issuance of certificates of occupancy for the 327th ERU (equivalent residential unit), the proponent shall install a traffic signal at the intersection of SE Auburn-Black Diamond Rd. (Roberts Dr.) and Village Pl. SE (aka Main St.).

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #3 on Sheet 2 of the final plat states this requirement must be completed before the issuance of the certificate of occupancy of the 327th ERU for The Villages MPD.

Preliminary Plat Condition #19: Prior to the issuance of certificates of occupancy for the 1,128th ERU (equivalent residential unit), the proponent shall construct a single-lane roundabout at the intersection of SE Auburn-Black Diamond Rd. (Roberts Dr.) and Villages Parkway SE (aka Community Connector “A”).

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #4 on Sheet 2 of the final plat states this requirement must be completed before the issuance of the certificate of occupancy of the 1,128th ERU for The Villages MPD.

Preliminary Plat Condition #20: The proponent shall model and monitor traffic at the midpoint of occupancy of Phase 1A (596th equivalent residential unit) and determine what additional requirements may be necessary to comply with the transportation concurrency requirements of the Comprehensive Plan.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #5 on Sheet 2 of the final plat states this requirement must be completed before the issuance of the certificate of occupancy of the 514th ERU for The Villages MPD. Pursuant to approved plat alteration PLN16-0059, the midpoint of occupancy for Phase 1A was reduced from 596 ERUs to 514 ERUs.

Preliminary Plat Condition #21: In addition to the applicable owners association, the Master Developer shall also be responsible for maintenance of Tract 901 (Village Pl SE).

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Section 9.2 of the CCRs for the Ten Trails Commercial Owners Association meets the requirements of this condition (Exhibit I).

Preliminary Plat Condition #24: All alleys shall be posted “No-Parking” with signage according to the International Fire Code; provisions for enforcement of these no parking zones shall be defined and accepted by the

Designated Official prior to final plat approval of any plat division in which alleys are provided.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #6 on Sheet 2 of the final plat states this requirement.*

Preliminary Plat Condition #26: All ways-of-travel shall maintain a minimum 20-foot unobstructed driving surface per the IFC. Bike lanes may be a component of this 20-foot width. The fire hydrant and water supply system shall meet IFC Requirements, and shall be installed prior to the beginning of combustible construction materials being placed on site. Construction materials refers to the lumber (framing) packages and not to a job shack.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The City's Fire Chief has reviewed the final plat for compliance with the IFC and signed the face of the plat.*

Preliminary Plat Condition #27: All dedications shall be shown on the final plat.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. All required dedications are shown on Sheet 1 of the final plat.*

Preliminary Plat Condition #28: The Applicant shall make provision for a satellite fire station in accordance with the requirements of Section 13.4 of the Villages DA.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #7 on Sheet 2 of the final plat states this requirement must be completed by the issuance of a certificate of occupancy for the 250th dwelling unit.*

Preliminary Plat Condition #29: Prior to final plat approval of any plat division, the Applicant shall submit Covenants, Conditions and Restrictions (CCRs) for such division for review and approval by the Designated Official as defined in The Villages MPD Development Agreement. The Designated Official's review and approval shall be limited to the CCRs compliance with the Conditions of Approval of The Villages MPD Permit (Black Diamond Ord. No. 10-946) and the provisions of The Villages MPD Development Agreement dated December 12, 2011 (Black Diamond Ord. No. 11-970). Provided, if CCRs have already been submitted and approved by the Designated Official that bind a certain plat division, this condition shall be deemed satisfied for purposes of such division.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The CCRs have been reviewed for compliance with this condition and approved by the City Attorney (Exhibit I).*

Preliminary Plat Condition #30: The Applicant shall comply with the Roberts Dr. sidewalk and pedestrian connection in accordance with the requirements of Section 11.6 of the Villages DA. In addition, the Applicant has voluntarily agreed that, subject to the requirements of Section

11.6 of the Villages DA, it shall submit a permit application for the sidewalk and pedestrian connection prior to issuance of the Certificate of Occupancy for The Villages Phase 1A Preliminary Plat's 1st Dwelling Unit and such connection shall be substantially complete prior to issuance of the Certificate of Occupancy for The Villages Phase 1A Preliminary Plat's 200th Dwelling Unit."

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #1 on Sheet 2 of the final plat states this requirement must be completed before the issuance of the certificate of occupancy of the 200th dwelling unit for The Villages MPD.

Preliminary Plat Condition #33: Prior to final plat approval, the Master Developer shall either comply with Villages MPD COA #69 and obtain the Directors' approval, or dedicate more open space as may be necessary to minimum standards.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. An Open Space Table has been provided on Sheet 3 of the final plat.

Preliminary Plat Condition #34: The Master Developer shall comply with Exhibit Q ("Maple Valley Transportation Mitigation Agreement") of Villages DA.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #8 on Sheet 2 of the final plat states this requirement.

Preliminary Plat Condition #35: The Master Developer shall comply with Exhibit R ("Covington Transportation Mitigation Agreement") of Villages DA.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #9 on Sheet 2 of the final plat states this requirement.

Preliminary Plat Condition #37: Tracts 908 and 954-956 shall be maintained by the Master Developer (M.D.)/Applicable Owners Association (A.O.A.).

Staff Comment: Tracts 954-956 are not included in this final plat. Tract 908 is an alley that has been relabeled Tract E. The applicant has met the requirements of this condition for final plat approval. The Tract Areas Table on Sheet 3 of the final plat identifies ownership and maintenance responsibilities for tracts within the final plat. Section 9.3 of the residential CCRs assigns maintenance obligations for alleys to the Residential Owners Association and, for a period of three years after final plat recording, to the Master Developer (Exhibit I).

Preliminary Plat Condition #40: All water mains shall be located in public rights of way or within utility easements that provide a minimum of 15' of unobstructed width for access and maintenance. This condition will be applied during Utility Permit review and approval.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. All water mains comply with this requirement (Exhibit J).

Preliminary Plat Condition #43: If the Coordinated Water Service Area Boundary dispute has not been resolved prior to Final Plat approval of any final plat that includes building lots within the disputed area, then the water system that is designed for service to areas within the disputed boundary for this area shall be designed to be compatible with both the Covington Water District Standards and the City of Black Diamond Standards. The City will be the permitting agency for water system improvements in the disputed area, even if the area is served by the Covington Water District. This condition will be enforced during Utility Permit review.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The boundary dispute with Covington Water District has been resolved (Exhibit K).*

Preliminary Plat Condition #44: Prior to Final Plat approval of any final plat that includes building lots within the disputed area, a metes and bounds description of the line that is graphically shown on Sheet CV2 and labeled "Coordinated Water Service Area Boundary" in the application will be provided by the Applicant and this description will be used as the actual location of the boundary.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The boundary dispute with Covington Water District has been resolved (Exhibit K).*

Preliminary Plat Condition #45: If, as part of a final plat within the PP1A, some properties straddle the Coordinated Water Service Area Boundary, and if the disputed area is served by the Covington Water District, service to the properties straddling the line will be from the City's water system.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The boundary dispute with Covington Water District has been resolved (Exhibit K).*

Preliminary Plat Condition #46: Sanitary sewer shall be discharged to the existing City collection system, unless King County approves direct discharge into the regional King County collection system.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The applicant has submitted verification of King County's approval for the discharge of wastewater into the County wastewater collection and treatment system (Exhibit A).*

Preliminary Plat Condition #47: Prior to issuing the first building permit for any structure that might discharge sanitary sewer into the utility system, the temporary sanitary sewer lift station shall be complete, operational and accepted by the City. This condition will be applied during building permit review and approval.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The lift station is complete and operational (Exhibit L).*

Preliminary Plat Condition #49: Prior to issuing the first building permit for any structure that might discharge sanitary sewer into the utility system, the off-site pipelines connecting the temporary lift station to the point of discharge shall be completed and accepted by the City. This condition will be applied during building permit review and approval.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This project is completed and is operational (Exhibit M)*

Preliminary Plat Condition #51: On the face of each plan set for building and Utility permits in PP1A, the DRC (in conjunction with their notification of approval to the City) shall include the following sewage flow information as applicable; the total building square footage included in that application, the number of fixture units, the Average Dry Weather Flow (ADWF), and the Peak Wet Weather Flow (PWWF) associated with the improvements in that application. The information shall be in tabular form.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #11 on Sheet 2 of the final plat states this requirement.*

Preliminary Plat Condition #52: Stormwater from the rooftops in the area labeled "adaptive management" shall be configured, through valves and piping, with the option of discharging into either the Zone 1A infiltration facilities or into the Zone 1C stormwater facility located south of PP1A and designed and managed to meet the target recharge flow rates and volumes to Horseshoe Lake. The Applicant shall be responsible for monitoring and maintaining the water balance within the adaptive management zone until all stormwater facilities within the zone are complete and accepted by the City. The default position will set for Zone 1A. This condition will be enforced during Utility Permits.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This condition will be enforced at the time of utility permit applications for applicable lots.*

Preliminary Plat Condition #53: The stormwater facility located to the south of the PP1A and shown on plat sheets RS7 through RS9 dated 8/23/2012 shall be designed and built at this time to accommodate all future phases of The Villages MPD that may potentially drain to it. This condition will be applied during Utility Permit review and approval.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This condition has been satisfied (Exhibit N).*

Preliminary Plat Condition #54: Prior to permitting for any future Villages MPD phase that may discharge to the stormwater facility shown on PP1A sheets RS7 through RS9 dated 8/23/2012, the Applicant shall demonstrate, through on-site real-time monitoring, that the infiltration system

located to the south of the Phase 1A Plat is operating as-designed and has sufficient capacity for those future phases. This condition will be applied during preliminary plat, final plat and/or Utility Permit review for Villages MPD phases subsequent to Phase 1A.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. This condition has been satisfied (Exhibit N).

Preliminary Plat Condition #55: Prior to approval of the first clearing or grading permit, the Applicant shall provide written confirmation, from the Department of Ecology, that an NPDES permit is not required for any division of PP1A, including utility installation and building construction. Alternatively, the Applicant shall obtain any required NPDES permit. This condition will be applied during grading and/or clearing permit review and approval.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. The applicant obtained coverage under the Construction Stormwater General NPDES Permit from the Department of Ecology (Permit Number WAR127121).

Preliminary Plat Condition #56: Improvements to Roberts Drive, as necessary to provide suitable access to the Project, shall be completed and accepted by the City as detailed in Exhibit 37 regional infrastructure plan. This condition will be applied during subsequent permit review and approval.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. This project has commenced construction. The applicant has provided the City with a completion bond form for the remaining construction to be completed for this project (Exhibit O).

Preliminary Plat Condition #57: The on-street parking locations shown in the application shall be considered the minimum acceptable number of parking spaces. To the extent that additional stormwater facilities are required (namely rain gardens), these facilities shall be located outside the right-of-way and shall not displace or eliminate any on-street parking spaces. This condition will be applied during Utility Permit review and approval for rain garden and/or street construction.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. No on-street parking was eliminated as a result of stormwater facilities within the right-of-way.

Preliminary Plat Condition #59: Street trees may be placed in groves, but shall be counted on a block-by-block basis. In other words, the number of trees required within a single block shall be placed within that same block, although they may be placed in groves instead of uniformly spaced along the roadway. This condition will be applied during Utility Permit review and approval for street construction.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Street trees within Division 1 were approved under City File Number PUB16-0053.

Preliminary Plat Condition #61: All implementing projects and permits for PP1A shall comply with the terms and conditions set forth in the Traffic Impact Study prepared by Transpo Group dated February 2011, updated on May 15, 2012, and approved by the City on August 30, 2012.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #12 on Sheet 2 of the final plat states this requirement. Additionally, compliance with this requirement is further detailed below under Compliance with The Villages Development Agreement.

Preliminary Plat Condition #61: All implementing projects and permits for PP1A shall comply with the terms and conditions set forth in the Traffic Impact Study prepared by Transpo Group dated February 2011, updated on May 15, 2012, and approved by the City on August 30, 2012.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #12 on Sheet 2 of the final plat states this requirement. Additionally, compliance with this requirement is further detailed below under Compliance with The Villages Development Agreement.

Preliminary Plat Condition #62: All implementing projects and permits for PP1A shall comply with the terms and conditions set forth in the Detailed Implementation Schedule of Phase 1A Regional Infrastructure Improvements dated August 25, 2012 and approved by the City on August 27, 2012.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Compliance with this requirement is further detailed below under Compliance with The Villages Development Agreement.

Preliminary Plat Condition #63: The Master Developer shall implement the following strategies to further reduce PP1A's construction traffic: (1) Adjust PP1A's site grading to achieve an approximate earthwork balance notwithstanding limited import of the following: (i) topsoil of approximately 7,000 CY; and (ii) import approximately 7,000 CY of material for rain garden materials (estimated at 52 rain gardens of average size 11.5' W x 75' L x 4.5'D); (2) Screen PP1A strippings onsite to obtain topsoil for re-use onsite; (3) Rocks obtained through the screening of topsoil on PP1A should be used as fill or crushed for use as base material onsite; (4) Sticks obtained through the screening of topsoil on PP1A should be "chipped" and used for soft surface trails or erosion protection onsite; and (5) Limit deliveries via trucks larger than Single Unit (SU) trucks to before 3:30 p.m. Monday – Friday..

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Compliance with this requirement was enforced during site construction work associated with Preliminary Plat 1A.

Preliminary Plat Condition #64: All implementing projects and permits for PP1A shall be reasonably consistent, as determined by City staff, with the terms and conditions set forth in the Overall Grading Plan dated June 25, 2012 and the Triad memorandum dated September 28, 2012 re: The Villages PP1A Construction Trips.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Compliance with this requirement was enforced during site construction work associated with Preliminary Plat 1A. Future compliance will be enforced during implementing project/permit applications within Phase 1A.*

Preliminary Plat Condition #67: The following mechanisms shall be utilized in PP1A where feasible so as to integrate Low Impact Development techniques into The Villages MPD build-out: (1) reduced roadway widths, (2) infiltration wells, (3) rain gardens, (4) bioswales, (5) media filter strips, (6) reduced driveway lengths, (7) pervious asphalt and concrete in alleys, (8) pervious pavers, and (9) install pet waste stations in common areas.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Compliance with this requirement was enforced during utility permit review for Division 1. Future compliance will be enforced during implementing project/permit applications within Phase 1A.*

Preliminary Plat Condition #68: Trails within a Division of PP1A shall be constructed or bonded prior to issuance of a certificate of occupancy, final site plan approval or final plat approval (whichever occurs first) for that Division within PP1A.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. There are no trails corridors identified within this final plat application.*

Preliminary Plat Condition #69: All Neighborhood Parks, trails and Community Parks in PP1A will be owned and maintained by the applicable Owners' Association (OA) or Master Developer pursuant to the provisions of Subsection 5.5.7 of The Villages MPD Development Agreement, except for any owned by a school district.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The Tract Areas Table on Sheet 3 of the final plat identifies ownership and maintenance responsibilities for tracts within the final plat. Sections 9.2 and 8.5.7 of the CCRs for the Ten Trails Residential Owners Association meets the requirements of this condition. (Exhibit I)*

Preliminary Plat Condition #70: Required open spaces identified with the PP1A sheets will be conserved or conveyed to the City on a division-by-division basis during the final plat process.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. All open space tracts within Division 1 have been conserved as required by this condition. Pursuant to a minor alteration to Preliminary Plat Phase 1A, Tract 997 was eliminated as a result of the re-classification of Wetland E1 (as required by preliminary plat condition of approval #87) resulting in a reduced buffer width. The minor alteration was approved on September 5, 2017 (Exhibit P).*

Preliminary Plat Condition #71: The westerly boundary of Tract 953 shall be modified prior to final plat submittal and approval for Division 1L (school site) to include all portions of the 60-foot buffer of Wetland S as indicated on PP1A Sheet PP7. Such boundary modification shall be exempt from the plat alteration process set forth in BDMC §17.20.090(B) because it is required by a preliminary plat condition of approval.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Tract Q of the final plat (preliminary plat Tract 953) contains Wetland S and its associated 60-foot buffer.*

Preliminary Plat Condition #73: Prior to final plat submittal of any Division within PP1A, the park types in Open Space Tract Table on PP1A CV5 shall be amended as follows: (i) Tract 910 is too small to be a Neighborhood Park; (ii) Tract 918 is too small to be a Neighborhood Park; and (iii) Tract 941 is too large to be a Pocket Park per the park type definitions in Section 14 of The Villages MPD Development Agreement. Correct park types shall be substituted as approved and determined necessary by City staff.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The Open Space Tract Table was updated on the preliminary plat sheets, as required by this condition.*

Preliminary Plat Condition #74: Prior to final plat submittal of any Division within PP1A, the Master Developer shall correct PP1A Sheet CV3 as follows: (i) Roberts Drive is incorrectly labeled as Richards Drive; and (ii) the Lot Summary table incorrectly gives unit values for Division 1A Lots 1A-10A, Division 1F Lots 1F-3F, Division 1L and Division 1M; these lots are intended for mixed use commercial development and a school site.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The required corrections have been made on the final plat drawings.*

Preliminary Plat Condition #74: To the extent that PP1A requires construction of off-site improvements to roads that currently drain to Lake Sawyer, the Applicant will be required to treat the runoff from the improvements and the right-of-way in the immediate vicinity of the improvements to the then current, applicable phosphorous treatment standard. This condition will be applied during the review and approval of any Utility Permits for design and/or construction of any such off-site road improvements.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This condition will be enforced at the time of permit application for the intersection improvements to SR 169 / Black Diamond-Ravensdale Road and SR 169 / Auburn-Black Diamond Road (Roberts Road), which are the only off-site road improvements associated with PP1A draining to Lake Sawyer.*

Preliminary Plat Condition #76: Concurrent with submittal of Utility Permits for any Division of PP1A, the Applicant shall submit a report with the exact number of significant trees to be removed in such Division and identify mitigation per BDMC 19.30.070 (e.g., planting of replacement trees or payment to the City tree mitigation fund). Trees proposed for replanting shall be native trees per The Villages MPD COA 122.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Tree removal within Division 1 was approved under City File Number BLD13-0025.*

Preliminary Plat Condition #79: The Applicant shall conduct wet season inspection and/or monitoring sufficient to confirm to the City's satisfaction that there no root intrusion, blockage, breakage or other deficiency that would render the City's existing sewer system downstream of the proposed point of connection insufficient to convey the sanitary sewer flows anticipated from PP1A. If inspection/monitoring identifies any condition indicating there is not sufficient capacity to convey such flows, the Applicant shall provide any improvements the City deems necessary to remedy the deficiency prior to issuance of the first certificate of occupancy for the first division of the Phase 1A plat..

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The City has verified that the existing sewer system downstream of the connection point is sufficient to convey the flows associated with PP1A (Exhibit Q).*

Preliminary Plat Condition #80: The Applicant may seek approval of PP1A final plat by division, as depicted at CV3. However, no division shall be approved unless the Applicant demonstrates to the satisfaction of staff that there is no reasonable possibility that piecemeal approval will adversely impact the continuity of required infrastructure and other mitigation. Every approved division should be able to stand on its own in terms of connections to infrastructure networks. Staff is authorized to impose mitigation, such as requiring the posting of security devices, to the extent necessary to ensure that the continuity of required improvements is not permanently impaired if remaining un-built divisions are never completed. Final plat approval by division also may not impair any other mitigation requirements, specifically including any required school mitigation.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The City has permitted the applicant to approve final plats within PP1A by Divisions, as indicated by this final plat application for Division 1.*

Preliminary Plat Condition #81: If requested by the Enumclaw School Board, the Applicant shall meet with the Board on a yearly basis to discuss construction activities and activities conducted to mitigate school impacts.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The Enumclaw School Board has not requested yearly meetings as of this final plat application.*

Preliminary Plat Condition #82: Unless waived by the Enumclaw School Board, the Applicant shall prepare a written quarterly report addressed to the Board identifying progress in construction of the Villages MPD as well as any school mitigation required for the MPD. The report shall specifically identify if the 180 day contingency period of the CSMA has been triggered, if this information has not already been provided to the Enumclaw School District by the Applicant.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The applicant has provided quarterly reports to the Enumclaw School Board every year from 2013 through 2016, including through the second quarter of 2017.*

Preliminary Plat Condition #83: The comparable city used in the fiscal impact analysis, Ex. 40, shall be revised to use a city other than the City of Black Diamond for purposes of estimating police service costs. The Applicant may opt to continue to be subjected to its funding obligation under the current fiscal impact analysis should its funding obligation be more than the funding obligation resulting from the revisions required by this condition. The revisions shall be approved by City staff prior to the issuance of any certificates of occupancy for PP1A.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The revised fiscal analysis has been approved by the City (Exhibit R).*

Preliminary Plat Condition #84: Off-site improvements required for PP1A within the Lake Sawyer Drainage basin shall be construed as the “first implementing project” as referenced in the September 19, 2011 memo from Alan Fure in Ex. O to the Villages Development Agreement. “Baseline monitoring”, as referenced in that Fure memo, shall be completed within the timeframes required by Ex. O.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The baseline monitoring has been completed and approved by the City (Exhibit B).*

Preliminary Plat Condition #85: Prior to final plat approval of the first division, the Applicant shall acquire all required approvals from King County for the connection and/or discharge of all of PP1A wastewater into King County’s wastewater collection and treatment system.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The applicant has submitted verification of King County’s approval for the discharge of wastewater into the County wastewater collection and treatment system (Exhibit A).*

Preliminary Plat Condition #87: As discussed in Finding of Fact No. III(M)(3), the City's MDRT team shall re-evaluate the Class II designation for Wetland E1 on the basis of whether Wetland E1 was properly segregated under the guidelines of the City's adopted and applicable wetland classification manual. The re-evaluation shall be completed prior to conducting any activities within Wetland E1 or its buffers that would be prohibited in a Class I wetland and no later than issuance of the first certificate of occupancy for a PP1A dwelling unit.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The re-evaluation of Wetland E1 has been conducted and approved by the City (Exhibit P).*

Preliminary Plat Condition #88: Prior to any clearing or grading within a final plat division, the tree plan required by Chapter 19.30 BDMC shall delineate the root protection zones for all significant trees retained, relocated or planted for the division under the plan.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. All tree plans submitted in association with PP1A, including within Division 1, have identified root protection zones for significant trees to be retained.*

Preliminary Plat Condition #89: Prior to any clearing or grading of Parcels 34B, 27C, 1L or the area between 1L and 27C, the Applicant shall prepare and have approved an analysis by a qualified expert assessing whether any wildlife corridor connections between wetlands S, T, D4 and E1 have any significant environmental benefit and identify any measures to connect those wetlands that are reasonably feasible. The Applicant's analysis shall be subject to peer review by the City's MDRT team. The SEPA Responsible Official shall be responsible for approving the connectivity analysis and is authorized to impose reasonable mitigation measures to the extent necessary to prevent probable significant adverse environmental impacts.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The applicant submitted an analysis of wildlife corridors as required by this condition and determined that additional mitigation measures were not warranted. The analysis was peer reviewed and approved by the City (Exhibit E).*

Preliminary Plat Condition #90: In the disputed water service area between the City and CWD, see Ex. 66, the Applicant shall be responsible for selecting the appropriate water service provider. If the Applicant chooses to designate a water provider prior to resolution of the water service dispute, the design of the water system will include a plan for connecting to the other service provider should the City and CWD subsequently agree that the Applicant has selected the incorrect water service provider or a court or other tribunal of competent jurisdiction rules that the service provider selected by the Applicant is not entitled to provide service to the disputed

area. The alternate connection plan shall ensure that an alternate connection can be achieved with minimal disruption of completed plat improvements, no disruption in water service and no impacts to environmentally sensitive areas. The alternate connection plan shall be subject to the approval of the alternate water service provider, provided that approval is not unreasonably withheld. The alternate connection plan shall be deemed approved if no response is provided the alternate provider within ten working days of receipt. No final plat approval shall be provided for areas that need water service within the disputed water service area until either the Applicant has secured an approved connection plan or the water service area dispute for the area in question has been resolved.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. The boundary dispute with Covington Water District has been resolved (Exhibit K).

Preliminary Plat Condition #91: Prior to final plat approval of Division 1A, the Applicant shall acquire approval from City staff for a park use and design of Tract 917 that assures that children and other Tract 917 users will not be endangered by the proximity of adjoining roads.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. The Village Green Park plans meeting this requirement were approved under City File Number PUB17-0034.

o The Villages Master Planned Development Conditions of Approval (PLN09-0017)

The following MPD Permit conditions of approval, as required by the Hearing Examiner's approval of the MPD Permit application, are not applicable to this final plat application:

MPD Permit conditions of approval #1 – 8 and 10 – 164. These conditions are implemented by the approved Development Agreement for The Villages.

The following MPD Permit condition of approval (written verbatim) has been completed to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

MPD Permit Condition #9: Homeowners Association(s) conditions, covenants and restrictions (CCRs) and/or the proposed Architectural Review Committee shall be required to allow the use of green technologies (such as solar panels) in all buildings. In addition, the CCRs shall include provisions, to be enforced by the HOA, prohibiting washing of cars in driveways or other paved surfaces, except for commercial car washes, and limiting the use of phosphorous fertilizers in common areas, so as to limit phosphorous loading in stormwater.

Staff Comment: The applicant has met the requirements of this condition for final plat approval. The Residential CCRs have been reviewed for compliance with this condition and approved by the City Attorney. Sections 6.26, 9.8, and 7.4.2 of the Residential CCRs meet the requirements of this condition (Exhibit I).

- Compliance with The Villages Development Agreement (PLN10-0020/PLN11-0013)

The Ten Trails Division 1 final plat application complies with all applicable Sections of the approved Development Agreement for The Villages, as established through the review process of the preliminary plat application. In regards to Section 11 – Project Phasing, the following construction thresholds relating to this final plat approval have been completed or bonded for to the satisfaction of the City’s Master Development Review Team, Community Development Department, and Public Works Department:

- The Villages MPD Community Connector (Ten Trails Parkway)
Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A.
Staff Comment: *This project has been submitted to the City and approved. The applicant has provided the City with a completion bond form for the construction of this project (Exhibit S).*
- The Ring Road (Willow Avenue SE)
Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A, but also must be completed and accepted by the City of Black Diamond’s Master Development Review Team/Public Works prior to the issuance of the first certificate of occupancy in Division 1 of Preliminary Plat 1A.
Staff Comment: *This project has commenced construction. The applicant has provided the City with a completion bond form for the remaining construction to be completed for this project (Exhibit S).*
- Frontage Improvements on SE Auburn-Black Diamond Road (Roberts Drive)
Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A.
Staff Comment: *This project has commenced construction. The applicant has provided the City with a completion bond form for the remaining construction to be completed for this project (Exhibit O).*
- Intersection Improvements at SE Auburn-Black Diamond Road (Roberts Drive) and Ring Road (Willow Avenue SE)
Construction Threshold: This project will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A.
Staff Comment: *This project has commenced construction. The applicant has provided the City with a completion bond form for the remaining construction to be completed for this project (Exhibit S).*
- The Villages MPD Small Interim Wastewater Pumping Station
Construction Threshold: This project will be complete and operational prior to issuance of the first building permit for any structure that might discharge sanitary sewer into the utility system.
Staff Comment: *This project is completed and is operational (Exhibit L).*

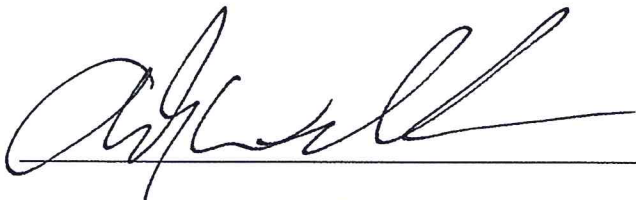
- The Villages MPD Interim Sewer Force Main
Construction Threshold: This project will be complete and operational prior to the issuance of the first building permit for any structure that might discharge sanitary sewer into the utility system.
Staff Comment: *This project is completed and is operational (Exhibit M).*
- The Interim Stormwater Pond and Infiltration Facility
Construction Threshold: This project will be constructed in phases as determined necessary by the MDRT / Public Works through final engineering review of each division within Preliminary Plat 1A.
Staff Comment: *This project is completed and is operational (Exhibit N).*
- The Village Green (Park at Roundabout)
Construction Threshold: This project will be commenced or bonded prior to recording Division 1 of Preliminary Plat 1A and will be completed no later than when Certificates of Occupancy or final inspection has been issued for 60% of the dwelling units located within ¼ mile of this park.
Staff Comment: *This project has been approved and construction has commenced for the Village Green. Pursuant to this condition, no Certificates of Occupancy will be issued for more than 60% of dwelling units within ¼ mile of the Village Green until construction is completed and approved by the City.*
- Civic Park in The Villages MPD
Construction Threshold: This project will be commenced or bonded prior to recording Division 1 of Preliminary Plat 1A and will be completed no later than when Certificates of Occupancy or final inspection has been issued for 60% of the dwelling units located within ¼ mile of this park.
Staff Comment: *This project has been approved and construction has commenced for the Civic Park. Pursuant to this condition, no Certificates of Occupancy will be issued for more than 60% of dwelling units within ¼ mile of the Civic Park until construction is completed and approved by the City.*
- SR169 / Roberts Drive (Interim Improvement)
Construction Threshold: Completed engineering, design, and construction drawings and related application materials necessary for permit issuance for this interim improvement will be submitted to WSDOT prior to the City of Black Diamond's issuance of the first residential or commercial building permit associated with Division 1 of Preliminary Plat 1A.
Staff Comment: *The applicant has submitted the required application materials to WSDOT for review (Exhibit T).*

- SR169 / SE Black Diamond-Ravensdale Road (Interim Improvement)
Construction Threshold: Completed engineering, design, and construction drawings and related application materials necessary for permit issuance for this interim improvement will be submitted to WSDOT prior to the City of Black Diamond's issuance of the first residential or commercial building permit associated with Division 1 of Preliminary Plat 1A.
Staff Comment: *The applicant has submitted the required application materials to WSDOT for review (Exhibit T).*
- SE 288th Street / 216th Avenue SE Rechannelization
Construction Threshold: The rechannelization shall occur no later than recording of Division 1 of Preliminary Plat 1A.
Staff Comment: *This project has been completed and approved by the City (Exhibit G).*
- Water Main Extension (from Black Diamond Library to The Villages MPD)
Construction Threshold: Construction will occur prior to recording of Division 1 of Preliminary Plat 1A. The dual water main must be completed, tested, and in-service prior to the first occupancy permit being issued for a dwelling unit or commercial use within Preliminary Plat 1A.
Staff Comment: *This project is completed and is operational (Exhibit U).*

Section V: Staff Recommendation

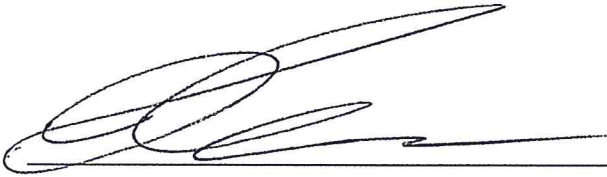
Based on the information and materials provided in the Staff Report, the City's Community Development Department, Public Works Department, and Master Development Review Team have determined that the Ten Trails Division 1 Final Plat application meets all applicable requirements for final plat approval.

The City Staff recommends that the City Council adopt the findings in this report and **APPROVE** the Ten Trails Division 1 Final Plat, City File Number PLN17-0049.



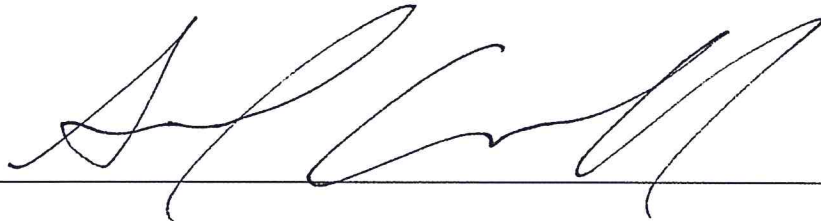
Date: 9/28/17

Andy Williamson – MDRT Designated Official / Community Development Director



Date: 9.28.17

Dan Ervin, PE – MDRT Reviewing Engineer



Date: 9/28/17

Alex Campbell, AICP – MDRT Reviewing Planner

Section VI: Exhibits

The following Exhibits are hereby incorporated by reference to the findings of this Staff Report:

- Exhibit A – King County Wastewater Discharge Approval, prepared by King County Wastewater Treatment Division – dated 09/28/2017
- Exhibit B – City of Black Diamond Stormwater and Baseline Monitoring Final Document Review, prepared by RH2 – dated 11/23/2015
- Exhibit C – Approval of Stormwater and Baseline Monitoring, prepared by MDRT – dated 11/23/2015
- Exhibit D – Washington Department of Fish & Wildlife (WDFW) Review of Revised SEPA Checklist, prepared by WDFW – dated 12/20/2012
- Exhibit E – Analysis of Wildlife Corridors, prepared by City of Black Diamond – dated 09/18/2013
- Exhibit F – Approval of Split-Rail Fencing per PP1A Condition of Approval #2, prepared by MDRT – dated 09/11/2017
- Exhibit G – Approval of PLN16-0068/PLN17-0020 Rechannelization of 288th and 216th, prepared by MDRT – dated 09/11/2017
- Exhibit H – Construction of Lake Sawyer Roundabout and Completion Bond Form, prepared by MDRT and Oakpointe – dated 05/10/2017
- Exhibit I – CC&R Review Memo, prepared by Kenyon Disend – dated 09/27/2017
- Exhibit J – Water Supply Upgrades Meeting Condition of Approval for Final Plat, prepared by RH2 – dated 09/05/2017
- Exhibit K – Covington Water District Boundary Dispute Settlement, prepared by Covington Water District – dated 12/28/2015
- Exhibit L – Sewer Lift Station Meeting Condition of Approval for Final Plat, prepared by RH2 – dated 09/05/2017
- Exhibit M – Sewer Force Main Meeting Condition of Approval for Final Plat, prepared by RH2 – dated 09/05/2017
- Exhibit N – Stormwater Facility Meeting Condition of Approval for Final Plat, prepared by RH2 – dated 09/05/2017
- Exhibit O – Improvements to Roberts Drive and Lake Sawyer Roundabout and Completion Bond Form, prepared by MDRT and Oakpointe – dated 05/10/2017
- Exhibit P – Reclassification of Wetland E1 and Elimination of Tract 997 from PP1A, prepared by MDRT – dated 09/05/2017
- Exhibit Q – Existing Sewer Flow Capacity Verification, prepared by Triad Associates – dated 01/09/2014
- Exhibit R – Approved Revision of Fiscal Analysis, prepared by MDRT – dated 09/06/2013
- Exhibit S – Completion and Maintenance Bond Forms for Ten Trails Phase 1A – Division 1 Final Plat, prepared by Oakpointe and reviewed by RH2 – dated 08/03/2017
- Exhibit T – WSDOT Applications for SR169 Improvements, prepared by Oakpointe and TranspoGroup – dated 09/08/2017
- Exhibit U – Off-Site Water Main Extension Approval, prepared by RH2 – dated 09/05/2017
- Exhibit V – Final Plat Approval Letters, prepared by RH2, Parametrix, and Mountain View/Black Diamond Fire and Rescue – dated 09/27/2017

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT A

TITLE: King County Wastewater Discharge Approval

PREPARED BY: King County Wastewater Treatment Division

DATE: 09/28/2017



King County

Wastewater Treatment Division
Department of Natural Resources and Parks
King Street Center
201 South Jackson Street, 5th Floor
Seattle, WA 98104-3855

September 28, 2017

A15625
04.17-10

Andy Williamson
MDRT & Economic Development Director
City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Subject: Discharge to the Black Diamond Trunk at the Villages Sanitary Sewer Regional Connection

Dear Mr. ~~Williamson~~

ANDY,

This letter is to confirm that the conditions for sewage discharge to the Black Diamond Trunk at the Villages Sanitary Sewer Regional Connection at King County Manhole (MH) BLKDIA.114 have been satisfied.

The conditions met include the following:

1. Dedication to King County of an easement adjacent to the discharge location for future use in flow equalization.
2. Pump control strategies in place at the Villages Lift Station to limit flows to the Black Diamond Trunk regional sewer at 208 gallons per minute (gpm) until such time that the County approves peak flow increases.
3. Installation of a flow meter near the discharge point to the King County System to verify peak flow rates.

King County will remove the locked plug in City of Black Diamond connection to MH BLKDIA.114. Discharge of sewage to the Black Diamond Trunk can proceed.

Mark Lampard, P.E.
Local Public Agency Coordinator

CC: Verna Bromley, Deputy Prosecuting Attorney, Civil, King County Prosecuting Attorney Office (PAO)
Sharman Herrin, Government Relations Administrator, Wastewater Treatment Division (WTD), Department of Natural Resources and Parks (DNRP)
Steve Tolzman, Water Quality Planner/Project Manager IV, PIM3, WTD, DNRP
Steve Foss, Construction Management III, Engineering, WTD, DNRP

CREATING RESOURCES FROM WASTEWATER

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT B

TITLE: City of Black Diamond Stormwater and Baseline
Monitoring Final Document Review

PREPARED BY: RH2 Engineering

DATE: 11/23/15



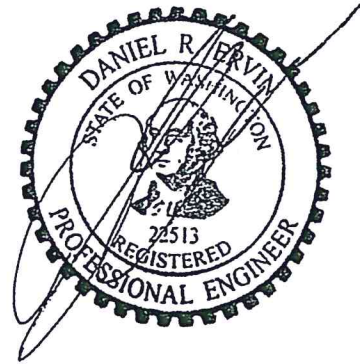
Memorandum

To: Andrew Williamson
CC: Dan Ervin

From: Dan Ervin, P.E.

Subject: City of Black Diamond
Stormwater and Baseline Monitoring
Final Document Review

Date: November 23rd, 2015



This Memo is in response to our review of the document titled "The Villages and Lawson Hills Master Planned Developments, 2011 – 2014 Stormwater and Baseline Monitoring". This document was received by our office on August 31st and is marked "Final".

We reviewed this document in accordance with the requirements in the Development Agreement (Appendix O), the Hearing Examiner Conditions of Approval and previous review comments made by our office; the most recent of which were dated May 1st, 2015.

This document now meets the requirements for acceptance and complies with Appendix O and the Hearing Examiner Conditions and includes sufficient information, and in an appropriate format, in order to review, approve and administer the stormwater treatment system designs for future utility permits. This most significantly includes Total Phosphorus discharge targets for the pending plats of 2B (Lawson Hills) and 2C (Villages) of 2.12 kilograms/year and 1.86 kilograms per year respectively.

In general, the Final report addresses the City's previous review comments and the comments from the community at large and includes reasonably conservative approaches toward establishing appropriate stream rating curves and calculating the total phosphorus discharged from each site, according to their individual hydrologic and biologic conditions.

The dynamic conditions of the Rock Creek basin include short term variability (presence or absence of beaver dams and their effect on flow and nutrient loading, small changes to wetland and lake function that change phosphorous sequestration and release) and long term variability (continued maturation of forested areas and regional/global climate change). As stated in the report, an understanding of these variables on stream flow and on phosphorous loading will need to be built in to the annual monitoring and analysis in order to provide reasonable comparisons to the baseline results. We expect that those monitoring requirements will be a part of the individual Utility Permit approvals.

Memo
November 23 2015
Page 2

The report and its conclusions are presented in a format that facilitates future utility permit and facility review and system operation and maintenance. RH2 Engineering recommends acceptance of and approval of this final report.

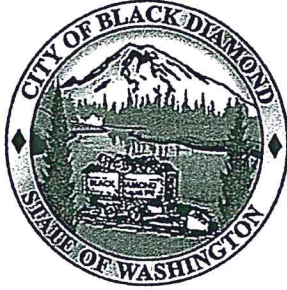
THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT C

TITLE: Approval of Stormwater and Baseline Monitoring

PREPARED BY: MDRT

DATE: 11/23/15



CITY OF BLACK DIAMOND

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

Phone: (360) 886-5700
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

November 23, 2015

Mr. Colin Lund, Chief Entitlement Officer
YarrowBay Holdings
10220 NE Points Drive Suite 310
Kirkland, Washington 98033

Colin:

With this letter we are approving the Phosphorus Baseline Monitoring plan that was submitted on 8/15/2015. I have attached the review memo from RH2 Engineering which recommends approval of the plan and the adoption of the noted phosphorus discharge limits for your use in designing the project stormwater treatment systems.

We find that this document meets the requirements of the Development Agreement (Appendix O), the Hearing Examiner Conditions of Approval, City Standards and Ecology requirements.

If you have questions or comments please contact me.

Andrew Williamson



MDRT/Economic Development Director
Phone: 360-886-5700
Fax: 360-886-2592
Email: awilliamson@ci.blackdiamond.wa.us

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT D

TITLE: Washington Department of Fish & Wildlife (WDFW)
Review of Revised SEPA Checklist

PREPARED BY: WDFW

DATE: 12/20/12



State of Washington
DEPARTMENT OF FISH AND WILDLIFE
Mailing Address: 1775 12th Ave. NW Suite 201, Issaquah, WA 98027

December 20, 2012

City of Black Diamond
Department of Community Development
ATTENTION: Steve Pilcher, Director
PO Box 599
Black Diamond, Washington 98010

Dear Mr. Pilcher:

SUBJECT: Mitigated Determination of Nonsignificance, The Villages Master Planned Development Preliminary Plat 1A, Rock Creek, Tributary to Lake Sawyer, King County, WRIA 09.0085

The Washington Department of Fish and Wildlife (WDFW) notes that the above-referenced proposed development has acknowledged the need to modify or replace the bridge which crosses Rock Creek on Auburn-Black Diamond Road (aka Roberts Drive) or add a pedestrian bridge nearby.

A Hydraulic Project Approval (HPA) will be required from WDFW for this activity. Permits from the Army Corps of Engineers and Washington Department of Ecology may also be required. Mitigation will be required based upon the actual project impacts to the stream and its associated wetlands.

Thank you for the opportunity to provide these comments. If there are any questions concerning this, please contact me at 425-313-5683 or fisheldf@dfw.wa.gov.

WDFW appreciates the opportunity to collaborate with the City of Black Diamond in our efforts to preserve, protect, perpetuate, and manage the fish and wildlife resources of the state of Washington.

Sincerely,

A handwritten signature in cursive script that reads "Larry Fisher".

Larry Fisher
Area Habitat Biologist

LF:lf: COBlackDiamondVillagesSEPA.doc

cc: WDFW: Zeigler

December 12, 2012

VIA U.S. MAIL, FAX, AND EMAIL

Bob Zeigler
SEPA/NEPA Coordinator
WDFW Regulatory Services Division
600 Capitol Way North
Olympia, WA 98501-1091
Fax: 360-902-2946
Email: Robert.Zeigler@dfw.wa.gov
Email: SEPAdesk@dfw.wa.gov
Email: SEPAdesk2@dfw.wa.gov

**Re: City of Black Diamond
Villages Phase 1A Preliminary Plat (PLN11-0002)**

To Mr. Zeigler:

On August 30, 2012, pursuant to WAC 197-11-340, the Washington Department of Fish & Wildlife (WDFW) was provided a copy of the environmental checklist and MDNS for the Villages Phase 1A Preliminary Plat (PLN11-0002) by the City of Black Diamond (City). Any comments on the checklist and MDNS were requested to be submitted to the City by September 14, 2012, which was later extended to September 21, 2012, pursuant to a Notice of Extension sent to WDFW on September 6, 2012.

WDFW submitted no comments to the City regarding the environmental checklist and MDNS for the Villages Phase 1A Preliminary Plat (PLN11-0002). *See* WAC 197-11-545(2) regarding the effect of no comment.

Despite this prior notification, concerns were raised during the hearing for the Villages Phase 1A Preliminary Plat (PLN11-0002) that WDFW may not have submitted comments that it otherwise would have had the project's environmental checklist included the notation under Section A.10 that a Hydraulic Permit Approval (HPA) "may" be required for pedestrian improvements across Rock Creek. The enclosed checklist includes that notation. Such pedestrian crossing may or may not be associated with or connected to the pre-existing Rock Creek Bridge in the City of Black Diamond.

WDFW is requested to review and is invited to comment within ten (10) days on the enclosed SEPA checklist. Any comments should be directed to the City's SEPA Responsible Official, Steve Pilcher, at P.O. Box 599, Black Diamond, WA 98010 or spilcher@ci.blackdiamond.wa.us. The City's Hearing Examiner has granted the City's SEPA Responsible Official the authority to impose additional SEPA mitigation that is reasonably necessary to address impacts identified by WDFW.

Your consideration of these materials is appreciated. If you have any questions regarding this letter or the enclosed SEPA checklist, please call Colin Lund at 425-898-2120.

Sincerely,


Colin Lund
Chief Entitlement Officer

cc: **Steve Pilcher, City of Black Diamond, SEPA Responsible Official, VIA U.S. MAIL**

PL 111-0002

FOR AGENCY
USE ONLY

Purpose of Checklist: The State Environmental Policy Act (SEPA), Chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help the City of Black Diamond identify impacts from a proposal (and to reduce or avoid impacts from the proposal, if it can be done), and to help the City decide whether an EIS is required.

A. BACKGROUND

1. Name of proposed project, if applicable:

The Villages MPD Phase 1A Preliminary Plat

2. Name of proponent:

BD Village Partners, LP

3. Address and phone number of proponent and contact person:

Proponent: BD Village Partners, LP
c/o Yarrow Bay Development
10220 NE Points Drive, Suite 310
Kirkland, WA 98033
(425) 898-2100

Contact Person: Colin Lund, Chief Entitlement Officer
YarrowBay Holdings, LLC
10220 NE Points Drive, Suite 310
Kirkland, WA 98033
(425) 898-2100

4. Date checklist prepared:

February 2, 2011
Revised April 25, 2012

5. Agency requesting checklist:

City of Black Diamond

6. Proposed timing or schedule (including phasing, if applicable):

The proponent will begin construction only after receiving all necessary approvals and permits. Development will be phased over several years based on market demand and conditions. This proposed preliminary plat application includes 13 divisions, which represent likely final plat phases.

7. Do you have any plans for future additions, expansions, or further activity related to or connected with this proposal? If yes, please explain.

This proposal is part of The Villages Master Planned Development ("MPD"), for which there will be future development over 15 or more years.

8. Environmental information that has been prepared, or will be prepared, directly related to this proposal.



The Villages Master Planned Development Draft EIS, September 1, 2009 (the "DEIS") and The Villages Master Planned Development Final EIS, December 2009 (the "FEIS") describe probable environmental impacts for the Villages MPD of which this plat is a part. Supplemental to the DEIS and FEIS, and the information in this checklist, are the following technical studies specific to the preliminary plat:

- The Villages MPD Phase 1A Preliminary Plat Drainage Report by Triad Associates, January 26, 2011 (*Developed Conditions and Tributary Areas exhibits were updated on April 25, 2012 and submitted with this revised SEPA Checklist*)
- Traffic Impact Study Villages MPD – Phase 1A by The Transpo Group, February, 2011 (an update to this Traffic Impact Study will be submitted to the City of Black Diamond under separate cover)
- Tree Inventory by International Forestry Consultants, Inc., January 31, 2011
- The Villages (Phase 1A) MPD Fiscal Impact Analysis by DPF, Inc., February 1, 2011 (a revised Fiscal Analysis will be submitted to the City of Black Diamond under separate cover)
- A Sensitive Area Study by Wetland Resources, Inc. will be submitted to the City of Black Diamond under separate cover

Each of the above documents is hereby incorporated by reference into this Checklist.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by this proposal.

None known at this time.

10. List any governmental approvals or permits that will be needed for your proposal, if known.

The following approvals/permits will likely be needed for this proposal:

- | | |
|--|----------------------------------|
| • Preliminary Plat Approval..... | The City of Black Diamond |
| • SEPA Threshold Determination..... | The City of Black Diamond |
| • Clearing and Grading Permits..... | The City of Black Diamond |
| • Engineering and Utility Permits..... | The City of Black Diamond |
| • Water Extension Approval | The City of Black Diamond/CWA |
| • Sewer Connection Approval | King County METRO |
| • NPDES Permit | State Dept. of Ecology |
| • Forest Practice Permit | State Dept. of Natural Resources |
| • Final Plat Approval | The City of Black Diamond |
| • Building Permits | The City of Black Diamond |

Hydraulic Permit Approval (HPA) "may" be required for pedestrian improvements across Rock Creek.....
Washington Dept. of Fish & Wildlife

11. Description of the proposal including the proposed uses and the size of the project and site.

The Applicant proposes to subdivide 9 existing parcels (see preliminary plat for parcel numbers) into 424 lots utilizing the provisions of Title 17 of the Black Diamond Municipal Code as set forth in Exhibit E of The Villages MPD Development Agreement dated December 12, 2011. The total proposed preliminary plat is approximately 129 acres, of which approximately 3 acres will be dedicated to the City for Auburn-Black Diamond Road frontage improvements. The plat will create 424 total lots, including two lots totaling 12.5 acres for a future elementary school (lots 1L and 2L) and 18 lots totaling 14.28 acres for Commercial/Mixed Use in The Villages MPD Town Center (lots 1A-10A, 1F-3F, & 1M-5M). The initial Town Center development will include approximately 30,000 square feet of office space and 160,000 square feet of retail space. Exact commercial development square footage will be established as part of a future Site Plan Approval but will not exceed the maximum square footage set forth in the Villages MPD Permit Approval (Black Diamond Ordinance No. 10-946) and The Villages

MPD Development Agreement dated December 12, 2011. Additional commercial development on the lots created by this proposed preliminary plat will ultimately require Site Plan Review by the City of Black Diamond.

Six (6) of the 424 total lots (lots 1D, 2D, 32B, 27C, 1H, & 2H) are proposed for future multi-family residential or cottage style development, which, if approved, will require Site Plan Review by the City of Black Diamond to assure compliance with both The Villages MPD Permit Approval and The Villages MPD Development Agreement dated December 12, 2011.

The plat's remaining 398 lots are designed for a variety of residential units, including both alley and front loaded single family detached, duplexes, attached and detached townhomes, and live/work residences.

The proponent intends to construct the proposed plat in multiple divisions, based on market demand and conditions. The proposed preliminary plat application includes 13 divisions, which represent likely final plat phases.

Water

The plat will be primarily served by an extension of the City of Black Diamond's 750 pressure zone water main located in Auburn-Black Diamond Road. The westerly portion of the plat is located within a South King County Coordinated Water System Plan (SKCCWSP) boundary. If the Covington Water District ultimately provides service to this area, facilities within the SKCCWSP will comply with the Covington Water District adopted standards, procedures and system extension requirements for water service and connection to District facilities. Water lines will be located within public right-of-ways or utility easements.

Sewer

The plat will be served by gravity mains located within plat roads that flow to a pump station located south of Division L. The pump station will ultimately pump effluent to the King County storage facility. Until the King County storage facility is built, a connection with the King County METRO main in Lake Sawyer Road is proposed to avoid capacity issues at the Black Diamond Main Pump station near Jones Lake. If necessary, storage will be provided at the new pump station.

Stormwater

Low impact development techniques including rain gardens and infiltration facilities receiving roof top discharge are proposed throughout the plat to infiltrate stormwater into the shallow aquifer. Stormwater directed to rain gardens and infiltration facilities receiving roof top discharge will be balanced to ensure that the shallow aquifer receives only the amount of water that infiltrates in the pre-development condition ("water balance"). Stormwater in excess of that needed for water balance will be directed to a water quality pond and deep aquifer infiltration facility south of Division L. Please see the Preliminary Plat Drainage Report for the Villages MPD - Phase 1A by Triad Associates dated January 26, 2011 (and Developed Conditions and Tributary Areas exhibits updated on April 25, 2012) for additional information.

Open Space, Parks and Trails

Approximately 18.75 acres of open space will be set aside in parks, open space, trails and landscape tracts with this proposed plat. The plat proposal includes three large community parks and multiple smaller neighborhood parks, open spaces and trail corridors.

12. **Location of the proposal.** Provide a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if available.

The preliminary plat site is located approximately 1.3 miles west of the intersection of Roberts Drive and SR 169, south of Auburn-Black Diamond Road.

The site is located within portions of Section 15, Township 21 North, Range 6 East, within the City limits of Black Diamond, Washington. The project is situated on approximately 129.1 acres consisting of the following King County Tax Parcels: 152106-9098, 152106-9099, 152106-9100, 152106-9101, 152106-9102, 152106-9103, 152106-9104 and 152106-9105. The off-site stormwater pond is located south of the preliminary plat on tax parcel 152106-9106.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. General description of the site (circle one): flat and rolling, hilly, steep slopes, mountainous.

The preliminary plat site is generally flat with some isolated slopes.

- b. What is the steepest slope on the site (approximate percent slope)?

Most of the preliminary plat site is 5% grade or less; however, there are some isolated slopes of approximately 15%.

- b. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

Based on the USDA Natural Resource Conservation Service Soil Survey 2009, the preliminary plat site is primarily Everett Gravelly Sandy Loam 5-15% slopes (approximately 77% of the site) and Alderwood gravelly sandy loam 6-15% (approximately 21% of the site).

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

None known.

- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

Grading is necessary to prepare the preliminary plat site for development and to ensure that the site can be served by water, sewer and storm drainage utilities. It is estimated that there will be approximately 550,000 cubic yards of cut and 590,000 cubic yards of fill over the entire preliminary plat site. The ultimate fill quantities will be determined during final engineering. It is anticipated that any fill required to achieve the design grade will be placed from on-site cut. No clearing or grading activity will start until necessary permits and approvals for such activity are obtained.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Limited erosion could occur as a result of the initial construction on-site; however, temporary erosion and sedimentation control (TESC) measures will be utilized during the construction phase to minimize potential erosion impacts. Temporary erosion and sedimentation control plans must be submitted to and approved by the City of Black Diamond prior to any clearing or grading activity.

Typical construction-related erosion impacts include silt entering wetlands, creeks, or other water bodies. Use-related erosion impacts are unlikely since the preliminary plat site will be stabilized from an erosion control standpoint, and all stormwater will

be directed to stormwater facilities. Clearing, construction, and use will also comply with the erosion mitigation measures set forth in The Villages MPD Permit Approval and The Villages MPD Development Agreement dated December 12, 2011.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Based on proposed land uses and stormwater balance assumptions, it is anticipated that approximately 70% of the preliminary plat site will be covered by impervious surfaces at completion.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

The preliminary plat site will be stabilized consistent with an approved temporary erosion and sedimentation control (TESC) plan meeting the 2005 DOE Stormwater Management Manual for Western Washington and City of Black Diamond requirements, The Villages MPD Permit Approval and The Villages MPD Development Agreement dated December 12, 2011. The TESC plan must be submitted and reviewed/approved as part of the final engineering and grading plan set. Stormwater will be directed to stormwater facilities.

The TESC will include the use of best management practices (BMPs), which could include all or a combination of the following:

Stabilization BMPs may include:

- o Seeding disturbed ground
- o Mulching the ground with straw or wood chips
- o Jute matting slopes
- o Plastic covering stockpiled soil
- o Silt fencing around buffer zones to sensitive areas
- o Preserving natural vegetation
- o Chemical treatment (such as, but not limited to, Polyacrylamide, Chitosan, etc.)

Structural BMPs may include:

- o Build ditches to divert runoff from exposed soils and slopes
- o Installing silt fencing around disturbed areas
- o Channeling runoff through temporary pipes and drainage swales to minimize runoff concentration from exposed areas
- o Rock check dams and rock lined channels to reduce runoff velocity
- o Straw bale barriers
- o Grade terracing for cut slopes over 15 feet
- o Sediment traps for exposed areas less than three acres
- o Sediment ponds for exposed areas greater than three acres
- o Level spreader or dispersal trench systems
- o Rock outlet protection
- o Installation of rock pad construction entrances
- o Installation of truck wheel wash pads
- o Inspection of facilities at regular intervals

In addition to the approved TESC plan, the contractor will be monitored by the Washington State Department of Ecology under the National Pollutant Discharge Elimination System Permit (NPDES) Stormwater Construction General Permit.

2. Air

- a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

During project construction, heavy equipment operation and vehicles will generate exhaust emissions. Additionally, dust particulates generated primarily by construction equipment and construction activities will be produced during the construction phase of this project.

Long-term air impacts would be those typically associated with residential and commercial land uses. Sources of long-term emissions and odor would include vehicle emissions from increased vehicle use generated by the new residents.

Reference pages 4-87 through 4-89 of the FEIS for specific details and quantities of emissions during construction and upon project completion.

- b. Are there any off-site sources of emissions or odors that may affect your proposal? If so, generally describe.

There are no known off-site sources of emissions or odors that are likely to impact this project.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

To minimize the potential adverse impacts from emissions resulting from construction activities, Best Management Practices (BMPs) will be implemented to ensure that minimal amounts of dust and exhaust fumes leave the preliminary plat site. BMP measures may include street cleaning/sweeping, wheel washing, and watering of the site as necessary to help control dust and other particulates; and minimizing vehicle and equipment idling to reduce exhaust emissions at the site. Reference page 4-89 of the FEIS for specific mitigation measures.

3. Water**a. Surface:**

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Yes. As identified in the Wetland Assessment comprising Exhibit O of the Villages FEIS, there is one Category III wetland (Wetland S) on the preliminary plat site and three Category III wetlands (D1, D4 and T) adjacent to the site. As described in this Exhibit O, under BDMC Chapter 19.10, these wetlands have 60 foot buffers. Pursuant to Section 8.2.1 of The Villages MPD Development Agreement dated December 12, 2011, the proponent will be submitting a Sensitive Area Study by Wetland Resources, Inc. under separate cover to confirm the buffers and categories of these wetlands. There is also a water-filled borrow pit on the preliminary plat site that was created as a result of past gravel operations. The borrow pit is not a sensitive area or other water body subject to regulation.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

The preliminary plat will require work adjacent to the above described waters. No alteration of wetlands or buffers is proposed as part of the plat development. The borrow pit will be filled to accommodate a future elementary school.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands, and indicate the area of the site that would be affected. Indicate the source of fill material.

No fill or dredge material will be placed in or removed from wetlands. The borrow pit is proposed to be filled. Fill material would be from on-site sources.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known.

No. The site is served by a domestic water supply.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. If so, note location on the site plan.

No.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

All stormwater from this preliminary plat is proposed to be infiltrated to groundwater. Surface water runoff will be handled in accordance with the 2005 DOE Stormwater Manual for Western Washington, the Villages MPD Permit Approval and The Villages MPD Development Agreement dated December 12, 2011, prior to discharge or infiltration from the approved stormwater system.

In addition to the stormwater collection, treatment and infiltration systems proposed within this preliminary plat, the project will also include restrictions within the Homeowners' Association CC&Rs that restrict roofing materials and the application of roof treatment and fertilizer chemicals per Condition of Approval No. 68 of The Villages MPD Permit Approval.

b. Ground:

- 1) Will groundwater be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.

Stormwater is proposed to be discharged to groundwater. Reference the Preliminary Plat Drainage Report for the Villages MPD - Phase 1A dated January 26, 2011 (and Developed Conditions and Tributary Areas exhibits updated on April 25, 2012) by Triad Associates for a description and approximate quantities.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial, containing the following chemicals ..; agricultural; etc.) Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

No waste materials are proposed to be discharged in the groundwater system. All stormwater will be treated per 2005 DOE Stormwater Manual standards, the Villages MPD Permit Approval, and The Villages MPD Development Agreement dated December 12, 2011 prior to being infiltrated into groundwater. Stormwater is proposed to be routed to rain gardens, infiltration facilities receiving roof top drainage and/or a large water quality facility for water quality treatment prior to being infiltrated into the ground.

c. Water Run-off (including stormwater):

- 1) Describe the source of run-off (including stormwater) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

All run-off on-site currently infiltrates to groundwater or flows to the wetlands on or adjacent to the preliminary plat site where it infiltrates to groundwater. Additional stormwater run-off would occur in proportion to new impervious and cleared surfaces. This run-off will be collected and routed to rain gardens, infiltration facilities receiving roof top drainage and/or a large water quality facility for water quality treatment prior to being infiltrated into the ground. Methods of collection and disposal will comply with the 2005 DOE Stormwater Manual, the Villages MPD Permit Approval and The Villages MPD Development Agreement dated December 12, 2011.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

All on-site drainage will include the use of treatment facilities in conformance with the Villages MPD Permit Approval, The Villages MPD Development Agreement dated December 12, 2011, the 2005 DOE Stormwater Management Manual for Western Washington and the City of Black Diamond standards prior to discharge to groundwater.

d. Proposed measures to reduce or control surface, ground, and run-off water impacts, if any:

Stormwater from pollution-generating surfaces will be routed to rain gardens, infiltration galleries or a water quality pond for water quality treatment before being discharged to surface or groundwater. The proposal will comply with the 2005 DOE Stormwater Management Manual for Western Washington, the Villages MPD Permit Approval and The Villages MPD Development Agreement dated December 12, 2011. Please see the Preliminary Plat Drainage Report for the Villages MPD - Phase 1A dated January 26, 2011 (and Developed Conditions and Tributary Areas exhibits updated on April 25, 2012) by Triad Associates for additional information.

4. Plants

a. Check or circle types of vegetation found on the site:

- ☒ Deciduous trees: Alder, maple, aspen, other
☒ Evergreen trees: Fir, cedar, pine, other
☒ Shrubs
☐ Grass
☐ Pasture
☐ Crop or grain
☒ Wet Soil Plants: Cattail, buttercup, bulrush, skunk cabbage, other

- ☐ Water Plants: Water Lily, eelgrass, milfoil, other
☐ Other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

The preliminary plat site is primarily covered with a mixture of shrubs, saplings and stands of mature trees. It is crossed with gravel roads and logging roads and has several open cleared areas remaining from past gravel operations. Trees and vegetation within the areas proposed for development, roads and utilities are proposed to be cleared.

c. List threatened or endangered species known to be on or near the site.

There are no known threatened or endangered species on or near the preliminary plat site.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

The proposal will comply with the City of Black Diamond Tree Preservation Ordinance as set forth in Exhibit E of The Villages MPD Development Agreement dated December 12, 2011. Landscaping is proposed to be planted within large open space, trails and park areas, and street trees will be provided along both sides of most new roads. Wetlands and associated buffers will be preserved. The ultimate development of new single-family residences will provide new landscaping including such features as lawns, shrubs and ornamental trees.

5. Animals

a. Check or circle any birds and animals which have been observed on or near the site, or are known to be on or near the site:

- ☒ Birds: hawk, heron, eagle, songbirds, other:
☒ Mammals: deer, bear, elk, beaver, other:
☒ Fish: bass, salmon, trout, herring, shellfish, other: Reference the Wildlife and habitat section of the FEIS beginning on page 4-64.

b. List any threatened or endangered species known to be on or near the site.

No known threatened or endangered species are known to be on the preliminary plat site. Rock Creek, which is near the site, is known to contain a winter run of steelhead salmon. Reference the Fish, Wildlife and Habitat section beginning on Page 4-64 of the FEIS for additional details.

c. Is the site part of a migration route? If so, explain.

None known.

d. Proposed measures to preserve or enhance wildlife, if any:

Per Condition of Approval No. 124 of the Villages MPD Permit Approval, mast-producing vegetation will be incorporated into the design of landscape plans when adjacent to wetlands or sensitive areas. Construction level landscape plans will be reviewed by the Designated Official and the City's Director of Natural Resources and Parks to assure compliance with this requirement.

Landscaping is proposed to be planted or retained within large open space, trails and park areas which will enhance their use for wildlife. Street trees will be provided along both sides of most new roads, which will provide habitat for some bird species. Wetlands and associated buffers will be preserved. The ultimate development of new single-family residences will provide new landscaping including such features as lawns, shrubs and ornamental trees.

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electric, solar and/or natural gas will be used to meet the primary energy needs of the new homes.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No, the proposed development is setback from adjacent properties.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Use of narrower street sections will reduce the amount of energy needed to produce concrete and asphalt for streets. A mix of townhouse, duplex and multi-family housing types will result in a reduction in household energy use as compared to traditional single-family detached development. The buildings will be constructed to meet or exceed applicable local, state, and federal building codes to ensure compliance with energy conservation standards.

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill or hazardous waste, that could occur as a result of this proposal? If so, describe.

It is unlikely, under normal working conditions, that environmental health hazards will be encountered. All project-related construction will meet all current local, county, state and federal regulations for environmental hazards.

- 1) Describe special emergency services that might be required.

None anticipated.

- 2) Proposed measures to reduce or control environmental health hazards, if any:

State regulations regarding safety and the handling of hazardous materials will be enforced during the construction process. Equipment refueling areas will be located in areas where a spill could be quickly contained, and where the risk of the hazardous material entering surface water is minimized.

b. Noise

- 1) What types of noise exist in the area, which may affect your project (for example: traffic, equipment operation, other)?

In the immediate vicinity of the proposed preliminary plat is a low-density urban residential neighborhood with minimal off-site noise affecting the subject property.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Reference the FEIS for a detailed discussion of noise impacts. Short-term impacts may result from the use of construction equipment during site development and during the home construction phases of the preliminary plat.

Long term noise impacts may result from additional traffic and similar noises generated by the proposed preliminary plat's residents and employees. Such impacts could result in an increase in ambient noise levels, from rural to urban noise levels, in the area surrounding the project.

A short-term construction noise reduction plan is included with the Phase 1A preliminary plat application that identifies BMPs and measures that will be taken to reduce short-term noise impacts on adjacent properties. Section 13.7 of The Villages MPD Development Agreement dated December 12, 2011 requires that the proponent meet with adjacent property owners to establish appropriate noise mitigation prior to construction. The proponent will initiate these meetings with adjacent neighbors and will also comply with the noise standards set forth in Section 13.7 of The Villages MPD Development Agreement dated December 12, 2011, as well as Conditions of Approval Nos. 36 – 42 of the Villages MPD Permit Approval, including the establishment of a noise control hotline.

- 3) Proposed measures to reduce or control noise impacts, if any:

Construction activity will be limited to hours and days as specified by The Villages MPD Development Agreement dated December 12, 2011. These regulations will help to mitigate the potential impacts of construction noise. In addition, a noise hotline is being established and construction methods will comply with the Conditions of Approval Nos. 36 - 42 in the Villages MPD Permit Approval. See also response to b(2) above.

8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties?

The preliminary plat site is vacant, undeveloped land that has been used as a managed forest. There is an existing rural low density residential neighborhood to the west of the project boundary and a low density urban neighborhood to the east of the project boundary.

- b. Has the site been used for agriculture? If so, describe.

No.

c. Describe any structures on the site.

There are no structures on the site.

d. Will any structures be demolished? If so, what?

No.

e. What is the current zoning classification of the site?

The site is zoned Master Planned Development (MPD).

f. What is the current comprehensive plan designation of the site?

The site is designated primarily Mixed Use on the Future Land Use Map. A small portion of the site is designated Low Density Residential. It is all subject to a Master Planned Development Overlay.

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable.

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

Yes, there is a Category III (Wetland S) wetland on the site and three Category III wetlands adjacent to the site (Wetlands T, D1 and D4).

i. Approximately how many people would reside or work in the completed project?

Approximately 398 single-family dwelling units and 391 multi-family dwelling units would be included in the preliminary plat (assumes future Site Plan Approvals on multi-family and cottage housing parcels). Based on an average single-family household size of 2.7 people and an average multi-family household size of 1.85 people, it is estimated that 1,798 residents would reside in the completed project. Mixed use development will result in additional employment on the site.

j. Approximately how many people would the completed project displace?

None.

k. Proposed measures to avoid or reduce displacement impacts, if any:

None.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

This preliminary plat will be developed in accordance with The Villages MPD Permit Approval issued by the Black Diamond City Council and The Villages MPD Development Agreement dated December 12, 2011. In both The Villages MPD Permit Approval and The Villages MPD Development Agreement, the Villages MPD was deemed consistent with the City's development regulations, which have been adopted as GMA development regulations to implement the goals and policies of the City's adopted Comprehensive Plan.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Four hundred twenty four (424) total new lots will be provided by the preliminary plat. This will include: 398 single family lots, 6 multifamily or cottage housing lots, 18 commercial parcels and 2 school lots. A mix of low, high and moderate income units are proposed.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

No housing will be eliminated.

- c. Proposed measures to reduce or control housing impacts, if any:

The proposed preliminary plat will provide a mix of housing units affordable to a range of income levels within the City of Black Diamond, thereby assisting the City in accommodating project growth and housing targets.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Architectural plans for homes in this proposed preliminary plat have not been selected at this stage of development. However, the proposed building plans will be consistent with the Villages MPD Permit Approval and Section 5.1 of The Villages MPD Development Agreement dated December 12, 2011.

- b. What views in the immediate vicinity would be altered or obstructed?

The FEIS contains a detailed visual analysis of The Villages MPD beginning on Page 3-65. Although development of the site will impact territorial views of the site from surrounding some single-family residences, the project is not anticipated to obstruct any views of the Cascades or Mount Rainier.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

The proposal will comply with the requirements of the Villages MPD Permit Approval, The Villages MPD Development Agreement dated December 12, 2011, the City's MPD Framework Design Guidelines, and the Gateway Overlay District as set forth in Exhibit E of The Villages MPD Development Agreement. In addition, the Design Review Committee of the Homeowners' Association will review all building plans to assure compliance with the project design guidelines, including sign standards and building appearances, as set forth in The Villages MPD Development Agreement dated December 12, 2011.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

When complete, this plat will generate light and glare typically associated with commercial and residential development. Reference page 3-67 of the FEIS for a detailed analysis.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

- c. What existing off-site sources of light or glare may affect your proposal?

None.

- d. Proposed measures to reduce or control light and glare impacts, if any:

The project will comply with the City of Black Diamond's Lighting/Dark Sky Ordinance (BDMC Chapter 18.70) as set forth in Exhibit E of The Villages MPD Development Agreement dated December 12, 2011 to reduce light and glare impacts.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

There are several community parks in the vicinity of this preliminary plat, including the Eagle Creek Community Park, Lake Sawyer Regional Park (undeveloped) and Ginder Creek Park (undeveloped). See description beginning on page 3-72 of the FEIS for additional detail.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No authorized recreational uses will be displaced; however, existing unauthorized ATV usage and illegal discharging of fire arms/hunting on the site will be displaced during and after construction.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

The proposal includes the creation of recreation opportunities for future residents of the preliminary plat and the Black Diamond residents at large, including three community parks, several neighborhood or pocket parks and establishment of an easement for a regional multipurpose trail. Approximately 18.75 acres will be set aside as open space or park land within the plat including trails, play areas and other passive and active recreation spaces.

13. Historic and Cultural Preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

There are no significant historic or cultural resources on the site. Reference pages 3-70 and 3-71 of the FEIS.

- b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.

None known. Reference pages 3-70 and 3-71 of the FEIS for additional discussion.

- c. Proposed measures to reduce or control impacts, if any:

Project will comply with all applicable local, state and federal laws.

14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

The site has access to SR 169 via SE Auburn-Black Diamond Road. The primary access to the site is from SE Auburn-Black Diamond Road, located along the site's northern boundary. The proposal includes the dedication of frontage along SE Auburn - Black Diamond Road, interior plat streets and the creation of private access tracts that will provide access to all lots and tracts. An update to the Traffic Impact Study will be submitted under separate cover.

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Metro Transit Route 912 runs along Lake Sawyer Road and Roberts Drive and there is a bus stop for this route within 1 mile of the site.

- c. How many parking spaces would the completed project have? How many would the project eliminate?

Parking spaces for residential and commercial development will be provided consistent with The Villages MPD Permit Approval and The Villages MPD Development Agreement dated December 12, 2011. The proposed project will not eliminate any parking spaces.

- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (Indicate whether public or private).

The proposal will include widening of and frontage improvements to SE Auburn-Black Diamond Road and the creation of interior public streets and private access tracts to serve individual lots. A portion of the City's South Connector and Lake Sawyer road extensions will be constructed and dedicated through final plats. In addition, several off-site roadways and intersections will be improved to mitigate traffic impacts from the proposed development. The Villages MPD Phase 1A Traffic Study by Transpo provides a list and timing of off-site transportation improvements included with this project. This study is being updated by Transpo and will be submitted to the City of Black Diamond under separate cover.

- e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

Reference the Traffic Impact Study by Transpo, which is being updated and will be submitted to the City of Black Diamond under separate cover.

g. Proposed measures to reduce or control transportation impacts, if any:

Reference the Traffic Impact Study by Transpo, which is being updated and will be submitted to the City of Black Diamond under separate cover.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

Based on the public service analysis contained in the FEIS beginning on page 3-72, the project will result in a need for additional parks, schools and fire services. Community and neighborhood parks will need to be provided consistent with the City's adopted levels of service as set forth in The Villages MPD Development Agreement dated December 12, 2011. Impacts to the City's fire service will be mitigated through the payment of a to-be-established City-wide fire mitigation fee (an interim fee has been established in The Villages MPD Development Agreement dated December 12, 2011). School impacts will be mitigated through compliance with the Comprehensive School Mitigation Agreement between the Enumclaw School District, City of Black Diamond, BD Lawson Partners, LP and the proponent dated January 24, 2011.

b. Proposed measures to reduce or control direct impacts on public services, if any.

Additional parks and trails are proposed with this preliminary plat to meet City level of service standards as set forth in Section 9 of The Villages MPD Development Agreement dated December 12, 2011. An elementary school site is proposed within this preliminary plat. Impacts to King County Fire District No. 44 will be mitigated through the payment of fire impact fees and/or early construction of a satellite fire station as set forth in Section 13.4 of The Villages MPD Development Agreement dated December 12, 2011, and impacts to the Enumclaw School District will be mitigated through compliance with the Comprehensive School Mitigation Agreement. Finally, the project's impacts to general government facilities will be mitigated by the payment of a general government facilities mitigation fee as set forth in Section 13.9 of The Villages MPD Development Agreement dated December 12, 2011.

16. Utilities

a. Indicate utilities currently available at the site:

There are currently no utilities on the preliminary plat site. There are water, sewer, and telephone services adjacent to the site that will be extended and/or upgraded.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Electricity, water, sewer and telephone services will be brought to and through the preliminary plat site as part of this proposal. Trenching, work within rights-of-ways and other construction activities both on and off-site will be needed to extend utilities to and through the site. Utility providers are as follows:

- **Sanitary Sewer:** City of Black Diamond
- **Water:** City of Black Diamond (The westerly portion of the Phase 1A Preliminary Plat is located in the SKCCWSA boundary. If the Covington

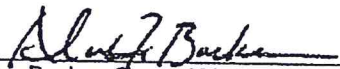
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Water District ultimately provides service to this area, facilities within the SKCCWSP will comply with the Covington Water District adopted standards, procedures and system extension requirements for water service and connection to District facilities.).

- Natural Gas: Puget Sound Energy
- Telephone: Qwest
- Cable Service: Comcast

C. SIGNATURE

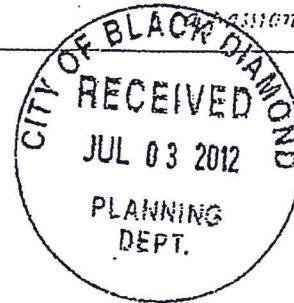
The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 
Alan Boeker, General Manager
YarrowBay Holdings, LLC

Date Prepared: February 2, 2011
Date Revised: April 25, 2012



July 3, 2012



Steve Pilcher
Director of Community Development
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

Re: Supplemental Materials for The Villages MPD Phase 1A Preliminary Plat Application

Dear Mr. Pilcher:

Thank you for your review comments on The Villages MPD Preliminary Plat 1A dated June 11, 2012. In response to your comments, YarrowBay has revised The Villages MPD Phase 1A Preliminary Plat and respectfully submits the following supplemental application materials:

- BD Village Partners, LP's Response to MDRT's June 11, 2012 Review Comments on The Villages MPD Phase 1A Preliminary Plat.
- Sanitary Sewer Connection for Phase 1A response memorandum by Triad Associates dated June 28, 2012.
- Draft Drainage Easement for a water quality and storm drainage infiltration facility for Phase 1A.
- Addendum 1 to the Phase 1A Preliminary Plat Drainage Report by Triad Associates dated June 28, 2012.
- Phase 1A Earthwork Quantities Memorandum by Triad Associates dated June 25, 2012.
- Preliminary Plat 1A and MPD Site Plan Comparison exhibit.
- New title report for The Villages MPD Phase 1A dated May 23, 2012.
- Typical elevations in rendering form and exterior material samples.
- Visuals demonstrating why rain gardens should qualify as open space.
- Tree Inventory by S.A. Newman Firm dated March 14, 2011 and The Villages MPD Phase 1A Significant Tree Inventory Summary exhibit by Triad Associates.
- Traffic Impact Study response memorandum prepared by Transpo Group dated June 28, 2012.

In addition, YarrowBay respectfully submits the following updates to the revised SEPA Checklist dated April 25, 2012:

Wetlands – Section B(3)(a)(1) (page 6)

Pursuant to Section 8.2.1 of The Villages MPD Development Agreement dated December 12, 2011, the proponent submitted a Sensitive Area Study by Wetland Resources, Inc. on May 14, 2012 that confirms the buffers and categories of the four wetlands identified within the boundary of, or adjacent to, the Phase 1A preliminary plat site: Wetlands D4, S, T and E1. Wetlands D4, S and T are rated as Category III wetlands based on the DOE Wetland Rating Form, and the buffer width for these Category III wetlands is 60 feet per BDMC 19.10.230.D. Wetland E1 is rated as

a Category I wetland based on the DOE Wetland Rating Form, and the buffer width for Category I wetlands is 110 feet per BDMC 19.10.230.D.

Population Projections – Section B(8)(i) (page 12)

Approximately 444 single-family dwelling units and 338 multi-family dwelling units will be included in the Phase 1A preliminary plat (assumes future Site Plan Approvals on multi-family and cottage housing parcels). The Villages MPD Development Agreement and EIS provide that an average single-family household consists of 2.7 people and an average multi-family household consists of 1.85 people. Based on these population figures, it is estimated that 1,824 people will reside in the completed project. Mixed use development will result in additional employment on the site. These revised figures are the result of (1) recognizing that cottages and carriages are considered to be single-family dwelling units, and (2) removing the Phase 2 portion of Division 1A from the Phase 1A preliminary plat.

If you have any questions regarding the revised Phase 1A Preliminary Plat or the enclosed supplemental application materials, please call me at (425) 898-2100.

Sincerely,

A handwritten signature in black ink, appearing to read 'Colin Lund', with a stylized flourish at the end.

Colin Lund
Chief Entitlement Officer
YarrowBay

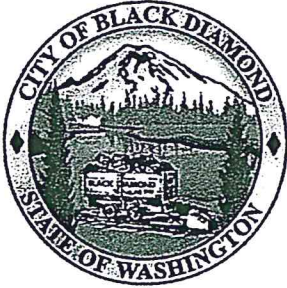
THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT E

TITLE: Analysis of Wildlife Corridors

PREPARED BY: City of Black Diamond

DATE: 9/18/13



CITY OF BLACK DIAMOND

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

Phone: (360) 886-5700
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

MEMORANDUM

Date: September 18, 2013

To: File PLN11-0001

From: Mark Hoppen, SEPA Responsible Official

Re: Condition #89/SEPA Mitigation Measure #9 of The Villages MPD Phase 1A Preliminary Plat

Condition #89/SEPA Mitigation Measure #9 is as follows:

"89. Prior to any clearing or grading of Parcels 34B, 27C, 1L or the area between 1L and 27C, the Applicant shall prepare and have approved an analysis by a qualified expert assessing whether any wildlife corridor connections between wetlands S, T, D4 and E1 have any significant environmental benefit and identify any measures to connect those wetlands that are reasonably feasible. The Applicant's analysis shall be subject to peer review the City's MDRT team. The SEPA Responsible Official shall be responsible for approving the connectivity analysis and is authorized to impose reasonable mitigation measures to the extent necessary to prevent probable significant adverse environmental impacts."

Pursuant to the Hearing Examiner's preliminary plat condition of approval #89/SEPA Mitigation Measure No. 9 on The Villages MPD Phase 1A Preliminary Plat, the Master Developer submitted a letter regarding the wildlife corridor connections analysis on June 19, 2013. Next, the MDRT responded with comments on the document on July 15, 2013. The MDRT wetland consultant, Perteet, determined that, the first criterion of Condition #89 had been met and that habitat connections between wetlands S, T, D4 and E1 do not have significant environmental benefit compared to others defined by King County and under the City Sensitive Areas Ordinances Best Available Science (BAS).

The Master Developer provided a resubmittal package on August 14, 2013. The MDRT reviewed the resubmittal and the MDRT wetland consultant, Perteet, determined that,

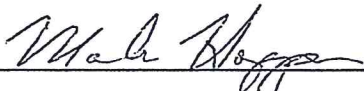
"1. The revised analysis is satisfactory in that it addresses the impracticality of creating a significant habitat linkage between Wetlands S, T, D4, and E1 where no significant linkage has been documented to exist presently between all wetland units. I agree that measures have been provided in the 1A Plat to preserve connections between Wetlands T and D4 and to retain the connection of Wetland E1 to other habitats. Habitat connections to Wetland S are however limited by existing disturbances and this wetland does not have the potential or opportunity for a significant habitat connection to Wetlands T, D4, and E1.

2. It is stated in the letter to Stacey Welsh from Wetland Resources, Inc., August 12, 2013, that split rail fencing and native vegetation has been removed from the wildlife corridor connections analysis. To clarify our intent in item #2 of our July 12, 2013 response memo, we were specifically evaluating these items in relationship to Condition of Approval #89 of the City of Black Diamond Hearing Examiner's Decision. In this consideration, it was our determination that fencing and native vegetation in the developed landscape would not serve to create a significant habitat connection between all wetland units. These features are however required for other ecological purposes in the plat conditions and in the Development Agreement and will provide ecological benefit and are not recommended to be omitted."

Regarding Perteet's comment #2 above, split-rail fencing for wetland buffers is already required by plat condition #2. MPD condition #122 requires native vegetation in street landscaping and parks. Although not listed in the Wildlife Corridor Connections Analysis, these are already requirements of The Villages MPD and the Phase 1A Preliminary Plat.

The Wildlife Corridor Connections Analysis for The Villages MPD Phase 1A Preliminary Plat has been reviewed by the Designated Officials, the contracted Master Development Review Team wetland consultant (Perteet), and the SEPA Responsible Official.

Based on the advice and expertise of Perteet, the undersigned SEPA Responsible Official hereby approves the Wildlife Corridor Connections Analysis for The Villages MPD Phase 1A Preliminary Plat, dated August 12, 2013, with no additional mitigation required.



Mark Hoppen, City Administrator
SEPA Responsible Official

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT F

TITLE: Approval of Split-Rail Fencing per PP1A Condition of Approval #2

PREPARED BY: MDRT

DATE: 09/11/17

Andy Williamson

From: Andy Williamson
Sent: Monday, September 11, 2017 4:52 PM
To: 'Ted Whitescarver'; Justin Wortman; Colin Lund
Cc: 'Alex Campbell'
Subject: pp1a condition of approval #2

Ted

We have inspected the wetland fencing split rail and signed area meets the condition of approval #2 of the preliminary plat pp1A

Andrew Williamson



MDRT/Economic Development Director
Phone: 360-886-5700
Fax: 360-886-2592
Email: awilliamson@ci.blackdiamond.wa.us

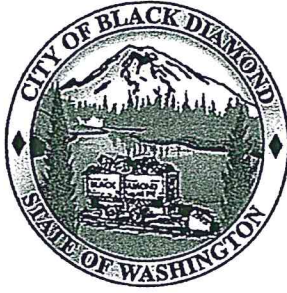
THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT G

TITLE: Approval PLN16-0068/PUB17-0020 Rechannelization of
288th and 216th

PREPARED BY: MDRT

DATE: 9/11/17



CITY OF BLACK DIAMOND

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

Phone: (360) 886-5700
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

September 11, 2017,

Mr. Colin Lund
Director of Development
Oakpointe
10220 NE Points Drive, Suite 310
Kirkland, WA 98033

Re: PLN 16-0068 288th and 216th

Dear Mr. Lund:

Please use this letter as your official notice of completion of the re-channelation of 288th and 216th is completed

Andrew Williamson



MDRT/Economic Development Director- Community Development Director
Phone: 360-886-5700
Fax: 360-886-2592
Email: awilliamson@ci.blackdiamond.wa.us



CITY OF BLACK DIAMOND

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

Phone: (360) 886-5700
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

August 2, 2017

Oakpointe LLC
c/o Colin Lund
10220 NE Points Drive, Suite 310
Kirkland, WA 98033

ATTN: Colin Lund

Re: Release of \$5,000.00 Cash Bond (PUB17-0020)

The intent of this letter is to notify you that the work on the above referenced cash bond for the 288th & 216th Re-channelization(PUB17-0020) has been completed to the City of Black Diamond's satisfaction.

We are hereby releasing the cash bond. A check will be issued to Oakpointe LLC/ CCD Black Diamond Partners LLC for the \$5,000.00.

If you should have any questions, please feel free to contact me at (360) 886-5716.

Sincerely,

Andrew Williamson
MDRT Director

Enclosure: Check for refund of Cash Bond

MEMORANDUM

DATE: August 1, 2017
TO: Andrew Williamson
FROM: Austin Fisher, PE
SUBJECT: The Villages SE 288th & 216th Ave SE Channelization - Recommendation of Acceptance
PLN16-0068
CC:
PROJECT NUMBER: 554-3043-022
PROJECT NAME: MDRT Traffic Services

On August 1, 2017 we visually observed the final placement of channelization markings at SE 288th Street and 216th Avenue SE in accordance with the approved plans under PLN16-0068.

Based upon our visual observations of the completed improvements we recommend that the City accept the improvements and consider this project complete.

If you have any questions regarding this recommendation please do not hesitate to contact me at 253-604-6747 or at afisher@parametrix.com.

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT H

TITLE: Construction of Lake Sawyer Roundabout and
Completion of Bond Form

PREPARED BY: MDRT

DATE: 05/10/17



CITY OF BLACK DIAMOND

Mailing Address: P.O. BOX 599

Physical Address: 24301 ROBERTS DRIVE, STE. B
BLACK DIAMOND, WA 98010

PHONE (360)886.5700 · FAX (360)886.2592

May 10, 2017

Colin Lund
CCD Black Diamond/Oakpointe LLC
10220 NE Points Drive Suite 310
Kirkland WA 98033

Sent via: *E-mail and Mail*

Subject: Notice to Proceed

Construction of The Villages Roberts Drive/Lake Sawyer
Roundabout on Roberts Drive

File No: PUB16-0006

Dear Colin:

CCD Black Diamond/Oakpointe LLC is hereby given notice to proceed on the following project:

Construction of the Roundabout at Roberts Drive and Lake Sawyer Road for the The Villages MPD

Work may begin immediately.

This Notice is given pursuant to the terms, limitations and conditions in the approved plans and the Permit issued for this work and as bonded by Goodfellow Bros. Inc. All work shall be in compliance with the Permit and the Bond and the NPDS permit a city representative must be on site during construction. This notice shall also give you the right to work in the public right of way. **The Contractor will maintain a legible copy of the plans, the Permit and this Notice to Proceed on the job site.**

If you have questions or require clarifications, contact Andy Williamson at (360)-886-5715. In case of an emergency call 911.

We look forward to working with you on this project.

Sincerely,

Andrew Williamson
MDRT Director

CITY OF BLACK DIAMOND

24301 ROBERTS DRIVE P.O. BOX 599
BLACK DIAMOND, WA 98010
PHONE: (360) 886-5700 FAX: (360) 886-2592

PERMIT NUMBER
PUB16-0006

Application Date: 09/29/2016
Date Issued: 05/02/2017
Expiration Date: 05/02/2019
INSPECTIONS: (360) 886-5717

Permit #: PUB16-0006

PUBLIC WORKS PERMIT		
Job Address: LK SAWYER ROAD/ROBERTS DRIVE		Parcel #:
Project Name: THE VILLAGES PP1A FRONTAGE ROUNDABOUT		Permit Type: Civil Plan
Applicant: OAK POINTE /CCD BLACK DIAMOND 10220 NE POINTS DRIVE, SUITE 310 KIRKLAND, WA 98033 (425) 898-2120	Owner: OAK POINTE /CCD BLACK DIAMOND 10220 NE POINTS DRIVE, SUITE 310 KIRKLAND, WA 98033 (425) 898-2120	Contractor: GOODFELLOW BROTHERS, INC C/O LANE SHINNICK 22035 SE WAX ROAD, STE 14 MAPLE VALLEY, WA 98038
Work Description: THE VILLAGES PP1A FRONTAGE REVIEW/PLANNING/CONSTRUCTION FOR THE ROUNDABOUT AT LAKE SAWYER ROAD AND ROBERTS DRIVE		

GENERAL		C & G		UTILITIES	
Lot Size (sf):	0	Area of Site (sf):	0	New Sewer Connection:	N
No of Units:	0	Area of C&G (sf):	0	New Stormwater Connection:	N
No of Lots:	0	Total Fill (cy):	0	Stormwater Infiltration Plan:	N
Zoning:		Total Excavation (cy):	0	New Meter Connection:	N
Performance Bond:	N	Impervious Surface (sf):	0	Meter Size:	

APPLICANT NOTICE & PERMIT APPROVAL

The permit identified by City File No. PUB16-0006 is a "Utility Permit" as contemplated in Section 12.8.1.B. of The Villages MPD Development Agreement. This permit authorizes the construction PP1A FRONTAGE AND ROUNDABOUT in the right-of-way for Roberts Drive, and was issued pursuant to the City's Engineering Design and Construction Standards Manual and the APWA Standard Specifications as adopted in Chapter 15.08 of the Black Diamond Municipal Code ("Municipal Public Works Construction Standards"). Under Section 12.8.1.B of the Development Agreement, these are the technical standards that govern "all improvements within the public right-of-way and/or public easements." The review of PUB16-0006 for consistency with these Chapter 15.08 technical standards was conducted by the City's outside civil engineering consultant, RH2 Engineering and Parametrix Engineering.

This permit becomes null and void if the work or construction authorized is not commenced within 1 year of date issue. All work shall be done in accordance with the approved plans except where such approval is in conflict with other codes. The approved plans shall not be changed or modified without the prior approval of the MDRT Director. It is the responsibility of the permittee to obtain the required inspections. Failure to notify this department that the work is ready for inspection may necessitate the removal of some of the construction materials at the owner's expense in order to perform such inspection. City Staff is required to be onsite during construction. After a pre-construction meeting has been conducted the City will issue a notice to proceed.

For and in consideration of the City of Black Diamond issuing this permit, the Contractor agrees to indemnify and hold harmless the City of Black Diamond, its elected official, appointed officials, employees, agents and consultants, and agrees to pay all attorney fees and costs that may be incurred by the City, its elected officials, appointed officials, employees, agents and/or consultants to defend themselves against any and all claims that may arise in any way from activities resulting from the City having issued this Public Works permit to the contractor and to pay any and all damages or other costs and/or claims that may be asserted against the City of Black Diamond, its elected officials, appointed

officials, employees, agents and consultants.

The applicant, when commencing any work on the above project, hereby accepts this permit subject to the terms and conditions as herein set forth. I certify that the information furnished by me is true and correct to the best of my knowledge and the applicable City of Black Diamond requirements will be met.



OWNER, CONTRACTOR, AGENT SIGNATURE

5/4/17

DATE



RH2 ENGINEERING, INC.
www.rh2.com
mailbox@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

BOTHELL
MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

RICHLAND

TACOMA

OREGON
LOCATIONS

NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave. Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

August 11th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Villages Final Plat – Bonding Review

Dear Andy:

We have reviewed the attached bonding worksheets from Oakpointe and concur that the bond amounts for the projects listed below are usual and customary and represent sufficient surety to complete those projects in accordance with the requirements listed in the Preliminary Plat:

1. Ring Road
2. In-Tract 1
3. Villages Lift Station
4. Offsite Water (Roberts Drive)
5. Roundabout and Roberts Frontage
6. Villages Parkway

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.

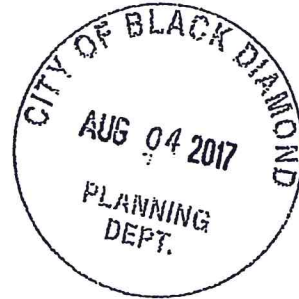
RH2 ENGINEERING, INC.



COPY

PLN17-0049

August 3, 2017



Andy Williamson
MDRT & Economic Development Director
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

RE: Completion and Maintenance Bond Forms for The Villages MPD In-Tract 1 Final Plat

Mr. Williamson:

On behalf of CCD Black Diamond Partners LLC ("Oakpointe"), please accept the attached costs and probable cost to complete forms for the infrastructure associated with The Villages Master Planned Development In-Tract 1 Final Plat.

As part of the final plat application, it is Oakpointe's understanding that, pursuant to Black Diamond Municipal Code Section 17.20.050(B), we will be required to provide a bond for one hundred and fifty percent (150%) of the probable cost to complete and a maintenance bond equal to twenty-five percent (25%) of the infrastructure costs.

Oakpointe respectfully requests that the City review and approve the costs included in the attached forms so that we can begin the process of securing the necessary bonds.

If we can provide additional information, please do not hesitate to ask.

Sincerely,

Justin Wortman
Project Manager
Oakpointe

10220 NE POINTS DRIVE
SUITE 310
KIRKLAND, WA 98033

WWW.OAKPOINTE.COM

Maintenance Cost Summary

For:
The Villages - In-Tract 1 Final Plat

Prepared By: Adam Stricker, PE

Job Number: 05-336

Date: August 2, 2017

Ring Road	Amount
Roadwork	\$537,697.00
Gravly Sewer	\$229,263.00
Sewer Force Main	\$132,175.00
Storm System	\$490,903.00
Water Sysem (750 PZ)	\$347,369.00
Water Sysem (850 PZ)	\$172,838.00
Landscaping	\$315,777.00
Total	\$2,226,022.00

In-Tract 1	Amount
Roadwork	\$823,453.00
Sewer Utilities	\$445,860.00
Storm Utilities	\$466,197.00
Water Utilities	\$446,020.00
Landscaping	\$240,578.00
Total	\$2,422,108.00

Sewer Lift Station	Amount
Sewer Lift Station with Appurtenances	\$764,000.00
Offsite Forcemain and Metro Connection	\$247,663.00
Total	\$1,011,663.00

Roberts Drive Offsite Water	Amount
Roadway Restoration	\$792,588.00
Water Sysem (750 PZ)	\$1,342,424.50
Water Sysem (850 PZ)	\$1,474,856.00
Landscape Restoration	\$22,000.00
Total	\$3,631,868.50



Roberts Drive Roundabout and Phase 2 Frontage	Amount
Roundabout Roadwork	\$1,109,419.00
Roundabout Storm Utilities	\$268,278.00
Roundabout Water Utilities	\$309,454.00
Roberts Drive Roadwork	\$260,097.00
Roberts Drive Storm Utilities	\$198,478.00
Roberts Drive Water Utilities	\$259,475.00
Landscaping	\$399,753.00
Total	\$2,804,954.00

Villages Parkway South	Amount
Storm Utilities	\$299,608.00
Sewer Utilities	\$407,510.00
Sewer Forcemain	\$63,370.00
Water Utilities	\$322,047.00
Total	\$1,092,535.00

Villages Parkway	Amount
Asphalt Paving and Roadway Infrastructure	\$495,740.00
Concrete Paving	\$304,051.00
Sewer System	\$290,636.00
Storm System	\$691,411.00
Water System (750 PZ)	\$570,581.00
Landscape Plantings and Appurtenances	\$645,253.00
Total	\$2,997,672.00

*Regional Infrastructure
#1*

COPY

Opinion of Probable Costs

For:

The Villages - In-Tract 1 Final Plat Remaining Infrastructure**triad**

a division of David Evans and Associates, Inc.

Prepared By: Adam Stricker, PE

Job Number: 05-336

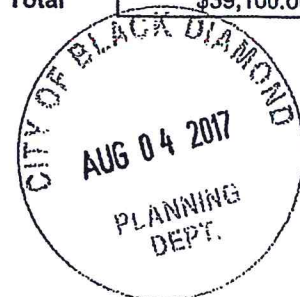
Date: August 2, 2017

Ring Road	Estimated Quantity	Unit	Unit Price	Amount
2" A/C Paving Final Lift	7,922	Sq.Yd.	\$9.80	\$77,635.60
Signage	1	Lump Sum	\$5,000.00	\$5,000.00
Pavement Markings	1	Lump Sum	\$5,000.00	\$5,000.00
Adjust Structures to Grade	1	Lump Sum	\$3,000.00	\$3,000.00
Total				\$90,635.60

In-Tract 1	Estimated Quantity	Unit	Unit Price	Amount
2" A/C Paving Final Lift	7,545	Sq.Yd.	\$9.80	\$73,941.00
Standard Mailbox Stand and Sidewalk Adjustment	4	Each	\$3,000.00	\$12,000.00
Signage	1	Lump Sum	\$5,000.00	\$5,000.00
Pavement Markings	1	Lump Sum	\$5,000.00	\$5,000.00
Clean Up	1	Lump Sum	\$5,000.00	\$5,000.00
Total				\$100,941.00

Sewer Lift Station	Estimated Quantity	Unit	Unit Price	Amount
Misc. Electrical	1	Lump Sum	\$1,500.00	\$1,500.00
Misc. Plumbing	1	Lump Sum	\$2,500.00	\$2,500.00
Final Power Connection to Meter Vault	1	Lump Sum	\$8,000.00	\$8,000.00
Gutters and Downspouts	1	Lump Sum	\$1,000.00	\$1,000.00
Interior Painting	1	Lump Sum	\$500.00	\$500.00
Total				\$13,500.00

Roberts Drive Offsite Water	Estimated Quantity	Unit	Unit Price	Amount
Landscape Restoration	1	Lump Sum	\$24,100.00	\$24,100.00
Clean-up	1	Lump Sum	\$15,000.00	\$15,000.00
Total				\$39,100.00



Roundabout and Robert's Frontage	Estimated Quantity	Unit	Unit Price	Amount
8" A/C Paving Section	6,120	Sq.Yd.	\$39.00	\$238,680.00
2" HMA Overlay	280	Sq.Yd.	\$12.00	\$3,360.00
ADA Curb Ramp	8	Each	\$700.00	\$5,600.00
4" Concrete Sidewalk	2,816	Sq.Yd.	\$25.00	\$70,400.00
Bioretention Cell Construction and Testing	1	Lump Sum	\$112,500.00	\$112,500.00
Storm Flushing, Testing, Clean-up and T.V. Inspection	1	Lump Sum	\$6,000.00	\$6,000.00
Road Signs and Pavement Markings	1	Lump Sum	\$30,000.00	\$30,000.00
Street Lights with Trenching	28	Each	\$10,000.00	\$280,000.00
Bypass Road Removal and Restore	1	Lump Sum	\$20,000.00	\$20,000.00
1 1/2" Irrigation Service and DCVA	1	Each	\$13,000.00	\$13,000.00
Irrigation Sleeves	713	L.F.	\$15.00	\$10,695.00
Excavate Planter and Easements	2,305	Cu.Yd.	\$16.00	\$36,880.00
Fine Grade Islands and Planters	4,340	Sq.Yd.	\$2.50	\$10,850.00
Street Trees	1	Lump Sum	\$64,100.00	\$64,100.00
Landscape Plantings and Lawn	1	Lump Sum	\$469,600.00	\$469,600.00
Landscape Irrigation	1	Lump Sum	\$101,700.00	\$101,700.00
Landscape Cleanup and Restoration	1	Lump Sum	\$5,000.00	\$5,000.00
Clean-up and Sweeping	1	Lump Sum	\$43,000.00	\$43,000.00
Total				\$1,521,365.00

Villages Parkway	Estimated Quantity	Unit	Unit Price	Amount
Mobilization and General Conditions	1	Lump Sum	\$241,500.00	\$241,500.00
Erosion Control	1	Lump Sum	\$72,875.00	\$72,875.00
Fine Grading	1	Lump Sum	\$269,051.00	\$269,051.00
Asphalt Paving and Roadway Infrastructure	1	Lump Sum	\$495,740.00	\$495,740.00
Concrete Paving	1	Lump Sum	\$304,051.00	\$304,051.00
Sewer System	1	Lump Sum	\$290,636.00	\$290,636.00
Storm System	1	Lump Sum	\$691,411.00	\$691,411.00
Water System (750 PZ)	1	Lump Sum	\$570,581.00	\$570,581.00
Landscape Irrigation	1	Lump Sum	\$269,426.00	\$269,426.00
Landscape Plantings and Appurtenances	1	Lump Sum	\$645,253.00	\$645,253.00
Total				\$3,850,524.00

Condition

Summary of Costs

Ring Road	Total	\$90,635.60
In-Tract 1	Total	\$100,941.00
Sewer Lift Station	Total	\$13,500.00
Roberts Drive Offsite Water	Total	\$39,100.00
Roundabout and Robert's Frontage	Total	\$1,521,365.00
Villages Parkway	Total	\$3,850,524.00

Grand Total Estimate

Grand Total \$5,616,065.60

Notes:

The unit prices contained in this opinion are based upon the Consultant's most recent experience with bids that have been made on other projects. Conditions vary from project to project, and in addition, prices may change for a given project due to shifts in supply and demand. Because of these factors, the Consultant does not guarantee or warrant the accuracy of the unit prices shown.

This opinion of probable construction cost has been prepared in order to provide the Client with an approximation of costs for the specific categories shown, given the information available to the Consultant at the time the opinion was prepared. The Consultant makes no guarantee or warranty, expressed or implied, that the total scope of the development effort has been included in this opinion. The Client is urged to budget contingency funds to account for unforeseen project conditions and other factors outside the scope of the information available at this time.

When the Client requires a more definitive cost estimate, it is recommended that actual construction bids be obtained from qualified construction contractors.

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT I

TITLE: CC&R Review Memo

PREPARED BY: Kenyon Disend

DATE: 09/27/2017


Michael R. Kenyon
Rachel B. Turpin
Ann Marie J. Soto
Kim Adams Pratt
Robert F. Noe
David A. Linchan
Charlotte A. Archer
Alexandra L. Kenyon
Eileen M. Keiffer
Hillary E. Graber
Kendra R. Comeau



Doug F. Mosich
Of Counsel

Shelley M. Kerslake
1967 - 2014

TO: Andy Williamson, Economic Development Director, MDRT Designated Official

FROM: David Linehan 

DATE: September 27, 2017

RE: Ten Trails PP1A – Division 1 Final Plat: Conditions implemented through Covenants, Conditions, and Restrictions (“CC&Rs”)

This memo addresses Oakpointe’s satisfaction of the conditions of approval that are being implemented in the final plat via provisions of the Covenants, Conditions, and Restrictions (“CC&Rs”) applicable to the Ten Trails MPD (f/k/a “The Villages”). As explained below, the Ten Trails CC&Rs submitted by the applicant with the PP1A – Division 1 Final Plat application appear to meet all conditions of approval imposed by the MPD Permit and the Hearing Examiner’s decision on the preliminary plat. Each applicable condition is set forth below verbatim, followed by an analysis of how that condition has been met in the CC&Rs.

A. Preliminary Plat Conditions Imposed by Hearing Examiner

Condition No. 21: *In addition to the applicable owner’s association, the Master Developer shall also be responsible for maintenance of Tract 901 (Village Pl. SE).*

Note: Tract 901 has been renamed Tract “S,” and Village Pl. SE is now known as “Main Street.”

This condition is met by Section 9.2 of the Ten Trails Commercial Properties CC&Rs, which requires the Commercial Association to maintain the Commercial Common Areas in a good and workmanlike manner, and further provides that “[i]n the event that during the Development Period the Commercial Association fails to maintain Tract ‘S’ of the Plat of Ten Trails (a/k/a Village Place SE) to the Community-Wide Standard, Declarant [CCD Black Diamond Partners LLC] shall be responsible for such maintenance and shall have a right to reimbursement from the Commercial Association for the costs of such maintenance.”

Please note that, under the definition of “Development Period” in Section 1.21, CCD Black Diamond Partners LLC is reserving to itself the right to determine when the “Development

Period” ends, which effectively enables it to terminate its maintenance obligations for Tract “S” (Main St.) at any time in its discretion. That would arguably leave the Commercial Association as the only entity against which this condition of approval could be enforced; the Master Developer (CCD Black Diamond Partners LLC) would no longer be so obligated.

Condition No. 24: *All alleys shall be posted “No-Parking” with signage according to the International Fire Code; provisions for enforcement of these no parking zones shall be defined and accepted by the Designated Official prior to final plat approval of any plat division in which alleys are provided.*

This condition has been met. Note 6 on Sheet 2 of the proposed final plat contains this condition verbatim, and Section 6.8 of the Residential CC&Rs contains specific prohibitions on alley parking: “Parking is prohibited within alleys and on any section of roadway that is twenty (20) feet wide or narrower.” Section 8.5.7 of both the Residential and Commercial CC&Rs contains “provisions for enforcement” of these no parking zones and all other violations of the CC&Rs by authorizing the applicable association to “perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration”

Condition No. 29: *Prior to final plat approval of any plat division, the Applicant shall submit Covenants, Conditions and Restrictions (CCRs) for such division for review and approval by the Designated Official as defined in The Villages MPD Development Agreement. The Designated Official’s review and approval shall be limited to the CCRs compliance with the Conditions of Approval of The Villages MPD Permit (Black Diamond Ord. No. 10-946) and the provisions of The Villages MPD Development Agreement dated December 12, 2011 (Black Diamond Ord. No. 11-970). Provided, if CCRs have already been submitted and approved by the Designated Official that bind a certain plat division, this condition shall be deemed satisfied for purposes of such division.*

This condition has been met. The applicant has submitted CC&Rs for all divisions within the Ten Trails (f/k/a “The Villages”) MPD. The CC&Rs prepared and submitted by the applicant comply with the requirements of the MPD Permit and Development Agreement and thus satisfy Condition No. 29 of the Hearing Examiner’s preliminary plat approval for PP1A.

Condition No. 37: *Tracts 908 and 954-956 shall be maintained by the Master Developer (M.D.)/Applicable Owners Association (A.O.A.).*

Note: Tracts 954-956 are not part of the PP1A Division 1 final plat. Tract 908 is a residential alley.

This condition is met by Sections 9.3 and 9.2 of the Ten Trails Residential CC&Rs, which require the Residential Owners Association to maintain alleys as Common Areas in a good and workmanlike manner such as to carry out the purpose for which such areas are intended, and further requires the Declarant/Master Developer to maintain the alleys for three years after final plat approval.

Condition No. 69: *All Neighborhood Parks, trails and Community Parks in PP1A will be owned and maintained by the applicable Owners' Association (OA) or Master Developer pursuant to the provisions of Subsection 5.5.7 of The Villages MPD Development Agreement, except for any owned by a school district.*

This condition for final plat approval has been met. The Tract Areas Table on Sheet 3 of the proposed final plat identifies ownership responsibilities for tracts within the final plat, including those containing neighborhood parks, trails, and community parks in PP1A. Section 9.2 of the Residential CC&Rs sets forth the maintenance obligations of the Residential Owners Association for these Common Areas and Limited Common Areas, and Section 8.5.7 provides the necessary enforcement mechanism.

B. MPD Permit Conditions

MPD Permit Condition No. 9: *Homeowners Association(s) conditions, covenants and restrictions (CCRs) and/or the proposed Architectural Review Committee shall be required to allow the use of green technologies (such as solar panels) in all buildings. In addition, the CCRs shall include provisions, to be enforced by the HOA, prohibiting washing of cars in driveways or other paved surfaces, except for commercial car washes, and limiting the use of phosphorous fertilizers in common areas, so as to limit phosphorous loading in stormwater.*

This condition is met by Section 6.26 of the Residential CC&Rs, which prohibits washing of vehicles on driveways and other paved surfaces, except for licensed and approved commercial car washes, and by Section 9.2, which provides that the Residential Association "shall limit the use of phosphorous fertilizers in Common Areas to the maximum extent practicable." This condition is further met by Section 7.4.2 of the Residential CC&Rs, which provides that "the Design Review Committee shall not prohibit the use of green technologies (such as solar panels) in all buildings."

#

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT J

TITLE: Water Supply Upgrades Meeting Condition of Approval
for Final Plat

PREPARED BY: RH2 Engineering

DATE: 09/05/17



RH2 ENGINEERING, INC.
www.rh2.com
mailto:mailbox@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

BOTHELL
MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

RICHLAND

TACOMA

OREGON
LOCATIONS

NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave. Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

September 5th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Final Plat Document – Water Supply Upgrades

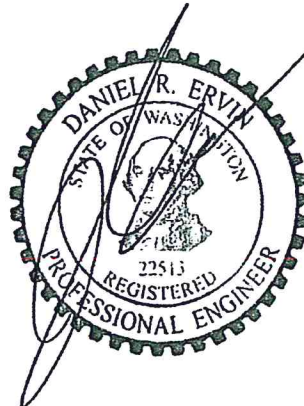
Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the necessary upgrades to the **potable water supply system** (as identified in the Development Agreement and the Preliminary Plat) are complete, operational and meet the requirements for Final Plat approval.

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.
RH2 ENGINEERING, INC.



THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT K

TITLE: Covington Water District Boundary Dispute Settlement

PREPARED BY: Covington Water District

DATE: 12/28/15

COMMISSIONERS:

Vern Allemann
Jeff Clark
Alan Eades
David B. Roselle
Tal Weberg

GENERAL MANAGER:

Thomas Keown, P.E.



Serving
the
Community
Since 1960

December 28, 2015

Richard Rodriguez
Department of Health
20425 72nd Avenue South, Suite 310
Kent, WA 98032-2358

RE: 2015 Yarrow Bay Settlement Requirements (Notification Compliance to Section 5.1 of Settlement Agreement)

Dear Mr. Rodriguez,

On behalf of the Covington Water District (CWD), this letter serves as the required notification to the Washington State Department of Health and King County that CWD has entered into a Settlement Agreement with Yarrow Bay which addresses the issues relating to the 94 acre water service area dispute with Black Diamond, which is commonly referred to as "98 acres". The 98 Acres area is located within the City of Black Diamond in the southeast portion of the District's Water System. The area abuts SE Auburn-Black Diamond Road to the north and is currently undeveloped.

Development of the area will occur as part of the Yarrow Bay Villages Master Planned Community. CWD is disclaiming any right to service the 98 acres and will be revising the Draft Covington Water District Water System Plan to show the change in its retail service area. In addition, the District requests that King County remove the 98 acres from the District's future service area designated in the South King County Coordinated Water Service Plan (SKCCWSP). The District, if requested by the City, will agree to enter into an interlocal agreement in the form contained in the SKCCWSP as being appropriate to document the transfer of the 98 acres from the District to the City.

Thank you for your attention to this matter. If you have any questions or concerns, please do not hesitate to contact me at your convenience. I can be reached at 253-867-0900.

Sincerely,

COVINGTON WATER DISTRICT

Thomas D. Keown, PE
General Manager

VISION OF TOMORROW | ACTION TODAY

18631 SE 300th Place, Covington, WA 98042 (253) 631-0565

SL

Cc: File
Derek Pell, DOH
Bob James, DOH
Steve Hirschey, King County
Eric Frimodt, District Attorney

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT L

TITLE: Sewer Lift Station Meeting Condition of Approval for
Final Plat

PREPARED BY: RH2 Engineering

DATE: 09/05/17



RH2 ENGINEERING, INC.
www.rh2.com
mailto:mail@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

BOTHELL
MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

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LOCATIONS

NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave. Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

September 5th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Final Plat Document – Lift Station

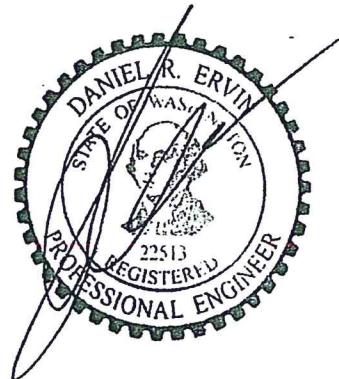
Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the interim lift station is complete, operational and meets the requirements for Final Plat approval.

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.
RH2 ENGINEERING, INC.





RH2 ENGINEERING, INC.
www.rh2.com
mailbox@rh2.com
1.800.720.8052

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NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave. Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

August 11th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Villages Final Plat – Bonding Review

Dear Andy:

We have reviewed the attached bonding worksheets from Oakpointe and concur that the bond amounts for the projects listed below are usual and customary and represent sufficient surety to complete those projects in accordance with the requirements listed in the Preliminary Plat:

1. Ring Road
2. In-Tract 1
3. Villages Lift Station
4. Offsite Water (Roberts Drive)
5. Roundabout and Roberts Frontage
6. Villages Parkway

Please call or email if you need additional information.

Sincerely,

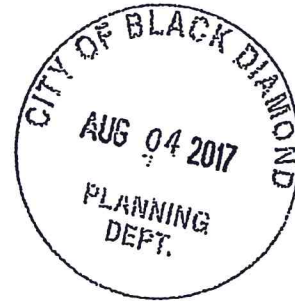
Daniel R. Ervin, P.E.
RH2 ENGINEERING, INC.



COPY

PLN17-0049

August 3, 2017



Andy Williamson
MDRT & Economic Development Director
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

RE: Completion and Maintenance Bond Forms for The Villages MPD In-Tract 1 Final Plat

Mr. Williamson:

On behalf of CCD Black Diamond Partners LLC ("Oakpointe"), please accept the attached costs and probable cost to complete forms for the infrastructure associated with The Villages Master Planned Development In-Tract 1 Final Plat.

As part of the final plat application, it is Oakpointe's understanding that, pursuant to Black Diamond Municipal Code Section 17.20.050(B), we will be required to provide a bond for one hundred and fifty percent (150%) of the probable cost to complete and a maintenance bond equal to twenty-five percent (25%) of the infrastructure costs.

Oakpointe respectfully requests that the City review and approve the costs included in the attached forms so that we can begin the process of securing the necessary bonds.

If we can provide additional information, please do not hesitate to ask.

Sincerely,

Justin Wortman
Project Manager
Oakpointe

10220 NE POINTS DRIVE
SUITE 310
KIRKLAND, WA 98033

WWW.OAKPOINTE.COM

Maintenance Cost Summary

For:
The Villages - In-Tract 1 Final Plat

Prepared By: Adam Stricker, PE
Job Number: 05-336
Date: August 2, 2017

Ring Road	Amount
Roadwork	\$537,697.00
Gravity Sewer	\$229,263.00
Sewer Force Main	\$132,175.00
Storm System	\$490,903.00
Water Sysem (750 PZ)	\$347,369.00
Water Sysem (850 PZ)	\$172,838.00
Landscaping	\$315,777.00
Total	\$2,226,022.00

In-Tract 1	Amount
Roadwork	\$823,453.00
Sewer Utilities	\$445,860.00
Storm Utilities	\$466,197.00
Water Utilities	\$446,020.00
Landscaping	\$240,578.00
Total	\$2,422,108.00

Sewer Lift Station	Amount
Sewer Lift Station with Appurtenances	\$764,000.00
Offsite Forcemain and Metro Connection	\$247,663.00
Total	\$1,011,663.00

Roberts Drive Offsite Water	Amount
Roadway Restoration	\$792,588.00
Water Sysem (750 PZ)	\$1,342,424.50
Water Sysem (850 PZ)	\$1,474,856.00
Landscape Restoration	\$22,000.00
Total	\$3,631,868.50



Roberts Drive Roundabout and Phase 2 Frontage	Amount
Roundabout Roadwork	\$1,109,419.00
Roundabout Storm Utilities	\$268,278.00
Roundabout Water Utilities	\$309,454.00
Roberts Drive Roadwork	\$260,097.00
Roberts Drive Storm Utilities	\$198,478.00
Roberts Drive Water Utilities	\$259,475.00
Landscaping	\$399,753.00
Total	\$2,804,954.00

Villages Parkway South	Amount
Storm Utilities	\$299,608.00
Sewer Utilities	\$407,510.00
Sewer Forcemain	\$63,370.00
Water Utilities	\$322,047.00
Total	\$1,092,535.00

Villages Parkway	Amount
Asphalt Paving and Roadway Infrastructure	\$495,740.00
Concrete Paving	\$304,051.00
Sewer System	\$290,636.00
Storm System	\$691,411.00
Water System (750 PZ)	\$570,581.00
Landscape Plantings and Appurtenances	\$645,253.00
Total	\$2,997,672.00

*Regional Infrastructure
#1*

COPY

Opinion of Probable Costs

For:

The Villages - In-Tract 1 Final Plat Remaining Infrastructure**triad**

a division of David Evans and Associates, Inc.

Prepared By: Adam Stricker, PE

Job Number: 05-336

Date: August 2, 2017

Ring Road	Estimated Quantity	Unit	Unit Price	Amount
2" A/C Paving Final Lift	7,922	Sq.Yd.	\$9.80	\$77,635.60
Signage	1	Lump Sum	\$5,000.00	\$5,000.00
Pavement Markings	1	Lump Sum	\$5,000.00	\$5,000.00
Adjust Structures to Grade	1	Lump Sum	\$3,000.00	\$3,000.00
Total				\$90,635.60

In-Tract 1	Estimated Quantity	Unit	Unit Price	Amount
2" A/C Paving Final Lift	7,545	Sq.Yd.	\$9.80	\$73,941.00
Standard Mailbox Stand and Sidewalk Adjustment	4	Each	\$3,000.00	\$12,000.00
Signage	1	Lump Sum	\$5,000.00	\$5,000.00
Pavement Markings	1	Lump Sum	\$5,000.00	\$5,000.00
Clean Up	1	Lump Sum	\$5,000.00	\$5,000.00
Total				\$100,941.00

Sewer Lift Station	Estimated Quantity	Unit	Unit Price	Amount
Misc. Electrical	1	Lump Sum	\$1,500.00	\$1,500.00
Misc. Plumbing	1	Lump Sum	\$2,500.00	\$2,500.00
Final Power Connection to Meter Vault	1	Lump Sum	\$8,000.00	\$8,000.00
Gutters and Downspouts	1	Lump Sum	\$1,000.00	\$1,000.00
Interior Painting	1	Lump Sum	\$500.00	\$500.00
Total				\$13,500.00

Roberts Drive Offsite Water	Estimated Quantity	Unit	Unit Price	Amount
Landscape Restoration	1	Lump Sum	\$24,100.00	\$24,100.00
Clean-up	1	Lump Sum	\$15,000.00	\$15,000.00
Total				\$39,100.00



Roundabout and Robert's Frontage	Estimated Quantity	Unit	Unit Price	Amount
8" A/C Paving Section	6,120	Sq.Yd.	\$39.00	\$238,680.00
2" HMA Overlay	280	Sq.Yd.	\$12.00	\$3,360.00
ADA Curb Ramp	8	Each	\$700.00	\$5,600.00
4" Concrete Sidewalk	2,816	Sq.Yd.	\$25.00	\$70,400.00
Bioretention Cell Construction and Testing	1	Lump Sum	\$112,500.00	\$112,500.00
Storm Flushing, Testing, Clean-up and T.V. Inspection	1	Lump Sum	\$6,000.00	\$6,000.00
Road Signs and Pavement Markings	1	Lump Sum	\$30,000.00	\$30,000.00
Street Lights with Trenching	28	Each	\$10,000.00	\$280,000.00
Bypass Road Removal and Restore	1	Lump Sum	\$20,000.00	\$20,000.00
1 1/2" Irrigation Service and DCVA	1	Each	\$13,000.00	\$13,000.00
Irrigation Sleeves	713	L.F.	\$15.00	\$10,695.00
Excavate Planter and Easements	2,305	Cu.Yd.	\$16.00	\$36,880.00
Fine Grade Islands and Planters	4,340	Sq.Yd.	\$2.50	\$10,850.00
Street Trees	1	Lump Sum	\$64,100.00	\$64,100.00
Landscape Plantings and Lawn	1	Lump Sum	\$469,600.00	\$469,600.00
Landscape Irrigation	1	Lump Sum	\$101,700.00	\$101,700.00
Landscape Cleanup and Restoration	1	Lump Sum	\$5,000.00	\$5,000.00
Clean-up and Sweeping	1	Lump Sum	\$43,000.00	\$43,000.00
Total				\$1,521,365.00

Villages Parkway	Estimated Quantity	Unit	Unit Price	Amount
Mobilization and General Conditions	1	Lump Sum	\$241,500.00	\$241,500.00
Erosion Control	1	Lump Sum	\$72,875.00	\$72,875.00
Fine Grading	1	Lump Sum	\$269,051.00	\$269,051.00
Asphalt Paving and Roadway Infrastructure	1	Lump Sum	\$495,740.00	\$495,740.00
Concrete Paving	1	Lump Sum	\$304,051.00	\$304,051.00
Sewer System	1	Lump Sum	\$290,636.00	\$290,636.00
Storm System	1	Lump Sum	\$691,411.00	\$691,411.00
Water System (750 PZ)	1	Lump Sum	\$570,581.00	\$570,581.00
Landscape Irrigation	1	Lump Sum	\$269,426.00	\$269,426.00
Landscape Plantings and Appurtenances	1	Lump Sum	\$645,253.00	\$645,253.00
Total				\$3,850,524.00

Condition

Summary of Costs

Ring Road	Total	\$90,635.60
In-Tract 1	Total	\$100,941.00
Sewer Lift Station	Total	\$13,500.00
Roberts Drive Offsite Water	Total	\$39,100.00
Roundabout and Robert's Frontage	Total	\$1,521,365.00
Villages Parkway	Total	\$3,850,524.00

Grand Total Estimate

Grand Total \$5,616,065.60

Notes:

The unit prices contained in this opinion are based upon the Consultant's most recent experience with bids that have been made on other projects. Conditions vary from project to project, and in addition, prices may change for a given project due to shifts in supply and demand. Because of these factors, the Consultant does not guarantee or warrant the accuracy of the unit prices shown.

This opinion of probable construction cost has been prepared in order to provide the Client with an approximation of costs for the specific categories shown, given the information available to the Consultant at the time the opinion was prepared. The Consultant makes no guarantee or warranty, expressed or implied, that the total scope of the development effort has been included in this opinion. The Client is urged to budget contingency funds to account for unforeseen project conditions and other factors outside the scope of the information available at this time.

When the Client requires a more definitive cost estimate, it is recommended that actual construction bids be obtained from qualified construction contractors.

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT M

TITLE: Sewer Force Main Meeting Condition of Approval for
Final Plat

PREPARED BY: RH2 Engineering

DATE: 09/05/17



RH2 ENGINEERING, INC.
www.rh2.com
mailto:mailbox@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

BOTHELL
MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

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NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave. Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

September 5th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Final Plat Document – Sewer Force Main

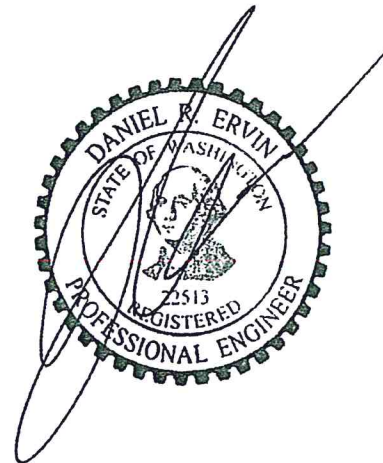
Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the off-site sewer force main, from the Villages to the second point of connection, is complete, operational and meets the requirements for Final Plat approval.

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.
RH2 ENGINEERING, INC.



THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT N

TITLE: Stormwater Facility Meeting Condition of Approval for
Final Plat

PREPARED BY: RH2 Engineering

DATE: 09/05/17



RH2 ENGINEERING, INC.
www.rh2.com
mailto:mailbox@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

BOTHELL
MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

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NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave. Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

September 5th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Final Plat Document – Regional Stormwater Pond

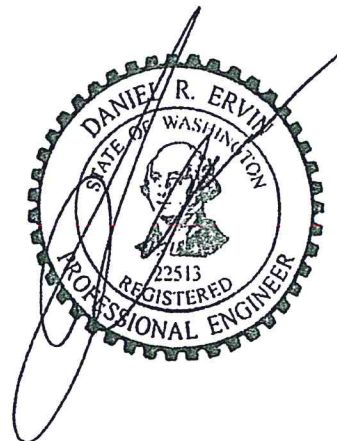
Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the necessary upgrades to the **regional stormwater pond** (as identified in the Development Agreement and the Preliminary Plat) are complete, operational and meet the requirements for Final Plat approval.

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.
RH2 ENGINEERING, INC.



THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT O

TITLE: Improvements to Roberts Drive and Lake Sawyer
Roundabout and Completion Bond Form

PREPARED BY: MDRT & Oakpointe

DATE: 05/10/17



CITY OF BLACK DIAMOND

Mailing Address: P.O. BOX 599

Physical Address: 24301 ROBERTS DRIVE, STE. B

BLACK DIAMOND, WA 98010

PHONE (360)886.5700 · FAX (360)886.2592

May 10, 2017

Colin Lund
CCD Black Diamond/Oakpointe LLC
10220 NE Points Drive Suite 310
Kirkland WA 98033

Sent via: *E-mail and Mail*

Subject: Notice to Proceed

Construction of The Villages Roberts Drive/Lake Sawyer
Roundabout on Roberts Drive

File No: PUB16-0006

Dear Colin:

CCD Black Diamond/Oakpointe LLC is hereby given notice to proceed on the following project:

Construction of the Roundabout at Roberts Drive and Lake Sawyer Road for the The Villages MPD

Work may begin immediately.

This Notice is given pursuant to the terms, limitations and conditions in the approved plans and the Permit issued for this work and as bonded by Goodfellow Bros. Inc. All work shall be in compliance with the Permit and the Bond and the NPDS permit a city representative must be on site during construction. This notice shall also give you the right to work in the public right of way **The Contractor will maintain a legible copy of the plans, the Permit and this Notice to Proceed on the job site.**

If you have questions or require clarifications, contact Andy Williamson at (360)-886-5715. In case of an emergency call 911.

We look forward to working with you on this project.

Sincerely,

Andrew Williamson
MDRT Director

CITY OF BLACK DIAMOND

24301 ROBERTS DRIVE P.O. BOX 599
BLACK DIAMOND, WA 98010
PHONE: (360) 886-5700 FAX: (360) 886-2592

PERMIT NUMBER
PUB16-0006

Application Date: 09/29/2016
Date Issued: 05/02/2017
Expiration Date: 05/02/2019
INSPECTIONS: (360) 886-5717

Permit #: PUB16-0006

PUBLIC WORKS PERMIT		
Job Address: LK SAWYER ROAD/ROBERTS DRIVE		Parcel #:
Project Name: THE VILLAGES PP1A FRONTAGE ROUNDABOUT		Permit Type: Civil Plan
Applicant: OAK POINTE /CCD BLACK DIAMOND 10220 NE POINTS DRIVE, SUITE 310 KIRKLAND, WA 98033 (425) 898-2120	Owner: OAK POINTE /CCD BLACK DIAMOND 10220 NE POINTS DRIVE, SUITE 310 KIRKLAND, WA 98033 (425) 898-2120	Contractor: GOODFELLOW BROTHERS, INC C/O LANE SHINNICK 22035 SE WAX ROAD, STE 14 MAPLE VALLEY, WA 98038
Work Description: THE VILLAGES PP1A FRONTAGE REVIEW/PLANNING/CONSTRUCTION FOR THE ROUNDABOUT AT LAKE SAWYER ROAD AND ROBERTS DRIVE		

GENERAL		C & G		UTILITIES	
Lot Size (sf):	0	Area of Site (sf):	0	New Sewer Connection:	N
No of Units:	0	Area of C&G (sf):	0	New Stormwater Connection:	N
No of Lots:	0	Total Fill (cy):	0	Stormwater Infiltration Plan:	N
Zoning:		Total Excavation (cy):	0	New Meter Connection:	N
Performance Bond:	N	Impervious Surface (sf):	0	Meter Size:	

APPLICANT NOTICE & PERMIT APPROVAL

The permit identified by City File No. PUB16-0006 is a "Utility Permit" as contemplated in Section 12.8.1.B. of The Villages MPD Development Agreement. This permit authorizes the construction PP1A FRONTAGE AND ROUNDABOUT in the right-of-way for Roberts Drive, and was issued pursuant to the City's Engineering Design and Construction Standards Manual and the APWA Standard Specifications as adopted in Chapter 15.08 of the Black Diamond Municipal Code ("Municipal Public Works Construction Standards"). Under Section 12.8.1.B of the Development Agreement, these are the technical standards that govern "all improvements within the public right-of-way and/or public easements." The review of PUB16-0006 for consistency with these Chapter 15.08 technical standards was conducted by the City's outside civil engineering consultant, RH2 Engineering and Parametrix Engineering.

This permit becomes null and void if the work or construction authorized is not commenced within 1 year of date issue. All work shall be done in accordance with the approved plans except where such approval is in conflict with other codes. The approved plans shall not be changed or modified without the prior approval of the MDRT Director. It is the responsibility of the permittee to obtain the required inspections. Failure to notify this department that the work is ready for inspection may necessitate the removal of some of the construction materials at the owner's expense in order to perform such inspection. City Staff is required to be onsite during construction. After a pre-construction meeting has been conducted the City will issue a notice to proceed.

For and in consideration of the City of Black Diamond issuing this permit, the Contractor agrees to indemnify and hold harmless the City of Black Diamond, its elected official, appointed officials, employees, agents and consultants, and agrees to pay all attorney fees and costs that may be incurred by the City, its elected officials, appointed officials, employees, agents and/or consultants to defend themselves against any and all claims that may arise in any way from activities resulting from the City having issued this Public Works permit to the contractor and to pay any and all damages or other costs and/or claims that may be asserted against the City of Black Diamond, its elected officials, appointed

officials, employees, agents and consultants.

The applicant, when commencing any work on the above project, hereby accepts this permit subject to the terms and conditions as herein set forth. I certify that the information furnished by me is true and correct to the best of my knowledge and the applicable City of Black Diamond requirements will be met.



OWNER, CONTRACTOR, AGENT SIGNATURE

5/4/17

DATE



RH2 ENGINEERING, INC.
www.rh2.com
mailbox@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

BOTHELL
MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

RICHLAND

TACOMA

OREGON
LOCATIONS

NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave. Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

August 11th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Villages Final Plat – Bonding Review

Dear Andy:

We have reviewed the attached bonding worksheets from Oakpointe and concur that the bond amounts for the projects listed below are usual and customary and represent sufficient surety to complete those projects in accordance with the requirements listed in the Preliminary Plat:

1. Ring Road
2. In-Tract 1
3. Villages Lift Station
4. Offsite Water (Roberts Drive)
5. Roundabout and Roberts Frontage
6. Villages Parkway

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.
RH2 ENGINEERING, INC.



COPY

PLN17-0049

August 3, 2017



Andy Williamson
MDRT & Economic Development Director
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

RE: Completion and Maintenance Bond Forms for The Villages MPD In-Tract 1 Final Plat

Mr. Williamson:

On behalf of CCD Black Diamond Partners LLC ("Oakpointe"), please accept the attached costs and probable cost to complete forms for the infrastructure associated with The Villages Master Planned Development In-Tract 1 Final Plat.

As part of the final plat application, it is Oakpointe's understanding that, pursuant to Black Diamond Municipal Code Section 17.20.050(B), we will be required to provide a bond for one hundred and fifty percent (150%) of the probable cost to complete and a maintenance bond equal to twenty-five percent (25%) of the infrastructure costs.

Oakpointe respectfully requests that the City review and approve the costs included in the attached forms so that we can begin the process of securing the necessary bonds.

If we can provide additional information, please do not hesitate to ask.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Wortman", written over a circular stamp.

Justin Wortman
Project Manager
Oakpointe

Maintenance Cost Summary

For:
The Villages - In-Tract 1 Final Plat

Prepared By: Adam Stricker, PE
Job Number: 05-336
Date: August 2, 2017

Ring Road	Amount
Roadwork	\$537,697.00
Gravity Sewer	\$229,263.00
Sewer Force Main	\$132,175.00
Storm System	\$490,903.00
Water Sysem (750 PZ)	\$347,369.00
Water Sysem (850 PZ)	\$172,838.00
Landscaping	\$315,777.00
Total	\$2,226,022.00

In-Tract 1	Amount
Roadwork	\$823,453.00
Sewer Utilities	\$445,860.00
Storm Utilities	\$466,197.00
Water Utilities	\$446,020.00
Landscaping	\$240,578.00
Total	\$2,422,108.00

Sewer Lift Station	Amount
Sewer Lift Station with Appurtenances	\$764,000.00
Offsite Forcemain and Metro Connection	\$247,663.00
Total	\$1,011,663.00

Roberts Drive Offsite Water	Amount
Roadway Restoration	\$792,588.00
Water Sysem (750 PZ)	\$1,342,424.50
Water Sysem (850 PZ)	\$1,474,856.00
Landscape Restoration	\$22,000.00
Total	\$3,631,868.50



Roberts Drive Roundabout and Phase 2 Frontage	Amount
Roundabout Roadwork	\$1,109,419.00
Roundabout Storm Utilities	\$268,278.00
Roundabout Water Utilities	\$309,454.00
Roberts Drive Roadwork	\$260,097.00
Roberts Drive Storm Utilities	\$198,478.00
Roberts Drive Water Utilities	\$259,475.00
Landscaping	\$399,753.00
Total	\$2,804,954.00

Villages Parkway South	Amount
Storm Utilities	\$299,608.00
Sewer Utilities	\$407,510.00
Sewer Forcemain	\$63,370.00
Water Utilities	\$322,047.00
Total	\$1,092,535.00

Villages Parkway	Amount
Asphalt Paving and Roadway Infrastructure	\$495,740.00
Concrete Paving	\$304,051.00
Sewer System	\$290,636.00
Storm System	\$691,411.00
Water System (750 PZ)	\$570,581.00
Landscape Plantings and Appurtenances	\$645,253.00
Total	\$2,997,672.00

Regional Infrastructure
#1

COPY

Opinion of Probable Costs

For:

The Villages - In-Tract 1 Final Plat Remaining Infrastructure**triad**

a division of David Evans and Associates, Inc.

Prepared By: Adam Stricker, PE

Job Number: 05-336

Date: August 2, 2017

Ring Road	Estimated Quantity	Unit	Unit Price	Amount
2" A/C Paving Final Lift	7,922	Sq.Yd.	\$9.80	\$77,635.60
Signage	1	Lump Sum	\$5,000.00	\$5,000.00
Pavement Markings	1	Lump Sum	\$5,000.00	\$5,000.00
Adjust Structures to Grade	1	Lump Sum	\$3,000.00	\$3,000.00
Total				\$90,635.60

In-Tract 1	Estimated Quantity	Unit	Unit Price	Amount
2" A/C Paving Final Lift	7,545	Sq.Yd.	\$9.80	\$73,941.00
Standard Mailbox Stand and Sidewalk Adjustment	4	Each	\$3,000.00	\$12,000.00
Signage	1	Lump Sum	\$5,000.00	\$5,000.00
Pavement Markings	1	Lump Sum	\$5,000.00	\$5,000.00
Clean Up	1	Lump Sum	\$5,000.00	\$5,000.00
Total				\$100,941.00

Sewer Lift Station	Estimated Quantity	Unit	Unit Price	Amount
Misc. Electrical	1	Lump Sum	\$1,500.00	\$1,500.00
Misc. Plumbing	1	Lump Sum	\$2,500.00	\$2,500.00
Final Power Connection to Meter Vault	1	Lump Sum	\$8,000.00	\$8,000.00
Gutters and Downspouts	1	Lump Sum	\$1,000.00	\$1,000.00
Interior Painting	1	Lump Sum	\$500.00	\$500.00
Total				\$13,500.00

Roberts Drive Offsite Water	Estimated Quantity	Unit	Unit Price	Amount
Landscape Restoration	1	Lump Sum	\$24,100.00	\$24,100.00
Clean-up	1	Lump Sum	\$15,000.00	\$15,000.00
Total				\$39,100.00



Roundabout and Robert's Frontage	Estimated Quantity	Unit	Unit Price	Amount
8" A/C Paving Section	6,120	Sq.Yd.	\$39.00	\$238,680.00
2" HMA Overlay	280	Sq.Yd.	\$12.00	\$3,360.00
ADA Curb Ramp	8	Each	\$700.00	\$5,600.00
4" Concrete Sidewalk	2,816	Sq.Yd.	\$25.00	\$70,400.00
Bioretention Cell Construction and Testing	1	Lump Sum	\$112,500.00	\$112,500.00
Storm Flushing, Testing, Clean-up and T.V. Inspection	1	Lump Sum	\$6,000.00	\$6,000.00
Road Signs and Pavement Markings	1	Lump Sum	\$30,000.00	\$30,000.00
Street Lights with Trenching	28	Each	\$10,000.00	\$280,000.00
Bypass Road Removal and Restore	1	Lump Sum	\$20,000.00	\$20,000.00
1 1/2" Irrigation Service and DCVA	1	Each	\$13,000.00	\$13,000.00
Irrigation Sleeves	713	L.F.	\$15.00	\$10,695.00
Excavate Planter and Easements	2,305	Cu.Yd.	\$16.00	\$36,880.00
Fine Grade Islands and Planters	4,340	Sq.Yd.	\$2.50	\$10,850.00
Street Trees	1	Lump Sum	\$64,100.00	\$64,100.00
Landscape Plantings and Lawn	1	Lump Sum	\$469,600.00	\$469,600.00
Landscape Irrigation	1	Lump Sum	\$101,700.00	\$101,700.00
Landscape Cleanup and Restoration	1	Lump Sum	\$5,000.00	\$5,000.00
Clean-up and Sweeping	1	Lump Sum	\$43,000.00	\$43,000.00
Total				\$1,521,365.00

Villages Parkway	Estimated Quantity	Unit	Unit Price	Amount
Mobilization and General Conditions	1	Lump Sum	\$241,500.00	\$241,500.00
Erosion Control	1	Lump Sum	\$72,875.00	\$72,875.00
Fine Grading	1	Lump Sum	\$269,051.00	\$269,051.00
Asphalt Paving and Roadway Infrastructure	1	Lump Sum	\$495,740.00	\$495,740.00
Concrete Paving	1	Lump Sum	\$304,051.00	\$304,051.00
Sewer System	1	Lump Sum	\$290,636.00	\$290,636.00
Storm System	1	Lump Sum	\$691,411.00	\$691,411.00
Water System (750 PZ)	1	Lump Sum	\$570,581.00	\$570,581.00
Landscape Irrigation	1	Lump Sum	\$269,426.00	\$269,426.00
Landscape Plantings and Appurtenances	1	Lump Sum	\$645,253.00	\$645,253.00
Total				\$3,850,524.00

Condition

Summary of Costs

Ring Road	Total	\$90,635.60
In-Tract 1	Total	\$100,941.00
Sewer Lift Station	Total	\$13,500.00
Roberts Drive Offsite Water	Total	\$39,100.00
Roundabout and Robert's Frontage	Total	\$1,521,365.00
Villages Parkway	Total	\$3,850,524.00

Grand Total Estimate

Grand Total \$5,616,065.60

Notes:

The unit prices contained in this opinion are based upon the Consultant's most recent experience with bids that have been made on other projects. Conditions vary from project to project, and in addition, prices may change for a given project due to shifts in supply and demand. Because of these factors, the Consultant does not guarantee or warrant the accuracy of the unit prices shown.

This opinion of probable construction cost has been prepared in order to provide the Client with an approximation of costs for the specific categories shown, given the information available to the Consultant at the time the opinion was prepared. The Consultant makes no guarantee or warranty, expressed or implied, that the total scope of the development effort has been included in this opinion. The Client is urged to budget contingency funds to account for unforeseen project conditions and other factors outside the scope of the information available at this time.

When the Client requires a more definitive cost estimate, it is recommended that actual construction bids be obtained from qualified construction contractors.

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT P

TITLE: Reclassification of Wetland E1 and Elimination of Tract 997 from PP1A

PREPARED BY: MDRT

DATE: 09/05/17



CITY OF BLACK DIAMOND

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

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

September 5, 2017

CCD Black Diamond Partners LLC
10220 NE Points Drive, Suite 310
Kirkland, WA 98033

RE: Application to Alter The Villages MPD Preliminary Plat 1A to Remove Tract 997

This letter is in response to your request to approve a minor alteration to The Villages Master Planned Development (MPD) Preliminary Plat 1A (City file number PLN11-0001) to remove Tract 997 as a result of the re-evaluation of Wetland E1 and its updated buffer width. The letter that you submitted to the City, dated August 17, 2017 and revised on August 29, 2017, correctly identifies that the re-evaluation of Wetland E1 was a condition of approval (#87) of the Hearing Examiner's decision for the preliminary plat application.

Background

Tract 997, which is a sensitive area tract located adjacent to Lot 80 of The Villages MPD Preliminary Plat 1A, is the result of the presence of a wetland buffer associated with Wetland E1 extending into the boundaries of the preliminary plat. As required by condition of approval #87 of the preliminary plat, Wetland E1 was re-evaluated under the City's adopted wetland classification manual and was re-classified as a Category II wetland with a moderate habitat score. The re-classification of Wetland E1 effectively reduced the buffer associated with the wetland from 225 feet to 110 feet. The re-classification of Wetland E1 was approved by the City via memorandum dated August 22, 2013 (Exhibit A); however the plan sheets for Preliminary Plat 1A were not updated to reflect this re-classification. The re-classification of Wetland E1 was reviewed and approved by the City's Designated Official, the Master Development Review Team (MDRT), and the City's wetland consultant (Perteet).

Your request to remove Tract 997 from Preliminary Plat 1A appropriately updates the plan sheets to reflect the approved re-classification of Wetland E1 and its associated buffers. As a result of the re-classification, Tract 997 is no longer necessary since the wetland buffer of Wetland E1 no longer extends into the boundaries of the preliminary plat.

Review Criteria

Pursuant to BDMC 17.20.090(B), the Community Development Director has the authority to determine if alterations qualify as minor or major. As established by the same Code section, the following qualify as a minor alteration: (a) Modifications to engineering design, unless the proposed design alters or eliminates features specifically required as a condition of preliminary subdivision approval; (b) A modification to lot dimensions, provided that such modified dimensions conform to city code, or; (c) A reduction in the number of lots to be created, provided that the reduction otherwise conforms to the provisions of city code. Additionally, this Code section requires that the City weigh the public interest served by the alteration request by stating that "the City shall determine the public use and interest in the proposed alteration and may deny or approve the application for alteration."

Based on the review criteria established in BDMC 17.20.090(B), this request is deemed to qualify as a minor alteration under the justification that:

1. The re-evaluation of Wetland E1 was a condition of approval (#87) of the Phase 1A preliminary plat application (PLN11-0001). The elimination of Tract 997 is the result of the re-classification of Wetland E1 and reduction of wetland buffer width to 110 feet, meaning the associated buffer for Wetland E1 no longer extends into the boundaries of the preliminary plat.
2. The request for a minor alteration qualifies as a modification to the engineering design of the Phase 1A preliminary plat that does not alter or eliminate any required features of preliminary plat approval. Additionally, the removal of Tract 997 will not reduce the proposed number of lots within the preliminary plat application.
3. The request for a minor alteration serves the public interest by removing Tract 997 which, upon re-classification of Wetland E1, is no longer the accurate boundary of the wetland buffer. By removing Tract 997, the re-classified wetland buffer is accurately identified as a portion of the eastern boundary of Lot 80.

Decision

Based on the review criteria and justification detailed above, the request for a minor alteration to The Villages MPD Preliminary Plat 1A (City file number PLN11-0001) to remove Tract 997 is approved.

Sincerely,



Andy Williamson
MDRT Director & Community Development Director

Associated Exhibits:

Exhibit A: City of Black Diamond Memorandum Re: Approval of the Wetland E1 re-evaluation of Class II designation & proper segregation for The Villages MPD Phase 1A Preliminary Plat (dated August 22, 2013)

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT Q

TITLE: Existing Sewer Flow Capacity Verification

PREPARED BY: Triad

DATE: 01/09/14



Sanitary Sewer Inspection & Cleaning Memo

January 9, 2014

Andrew Williamson
Economic Development Director
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010-0559

RE: The Villages MPD – Sanitary Sewer Inspection and Cleaning
Triad Job No. 10-001

Dear Mr. Williamson:

This letter has been prepared to explain and outline the completion of the sewer system inspection and cleaning of the City sewer system downstream of MH 151 to the Jones Lake lift station in accordance with the The Villages MPD Preliminary Plat 1A condition of approval number 79.

The Villages MPD Preliminary Plat 1A condition of approval number 79 states "Prior to the approval of the first utility permit for construction of sanitary sewer utilities, the Applicant shall conduct wet season inspection and/or monitoring sufficient to confirm to the City's satisfaction that there [is] no root intrusion, blockage, breakage or other deficiency that would render the City's existing sewer system downstream of the proposed point of connection insufficient to convey the sanitary sewer flows anticipated from PP1A. If inspection/monitoring identifies any condition indicating there is not sufficient capacity to convey such flows, the Applicant shall provide any improvements the City deems necessary to remedy the deficiency prior to issuance of the first certificate of occupancy for the first division of the Phase 1A plat."

The first phase of inspection was completed on the 2nd and 3rd of October 2013. We attempted to video inspect all of these sewer lines but were unable to complete video inspection due to debris blocking the path of the video machine. The initial video inspection reports identified 5 sewer runs that were unable to be completed due to obstructions and/or heavy debris. These sewer runs that were unable to be completed included; MH14-MH13, MH12-MH11, MH10-MH9, MH9-MH8 and MH8-MH7. Copies of DVDs and inspection reports from this initial inspection were delivered to the City on October 7th for review and comment. The sewer run from MH14-MH13 is located in Morgan Street. The remaining sewer runs that were not initially completed are located south of Morgan Street and have access challenges for cleaning and video inspection.


A plan was developed to access the remaining five sewer runs to allow cleaning and completion of video inspection. Cleaning and inspection of these remaining sewer runs was performed over a series

of two visits between November 19th – 21st and December 3rd and 4th, 2013. Copies of DVDs and inspection reports for this work were delivered to the City on December 16th, 2013 for review and comment.

The sewer inspection of the City of Black Diamond sewer system downstream from MH151 to the Jones Lake Lift Station has been completed. Overall the downstream sewer system from MH151 to the Jones Lake Lift Station was found to be in good condition after the cleaning maintenance was completed. Upon completion of the cleaning operations, the video records show that the system capacity has been restored within the City sewer system downstream of MH 151 to the Jones Lake lift station. If you have any questions, please feel free to contact me at (425) 216-2117 or at tmatt@triadassociates.net.

Sincerely,

TRIAD ASSOCIATES

A handwritten signature in black ink that reads "Thomas P. Matt". The signature is written in a cursive, flowing style.

Thomas P Matt, PE
Senior Project Engineer

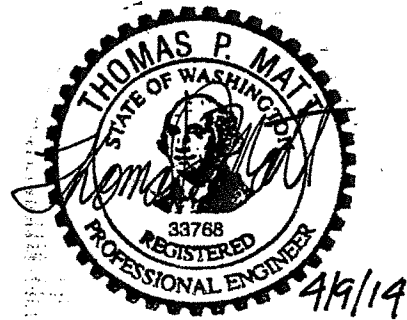


Sanitary Sewer Capacity Memo

April 9, 2014

Andrew Williamson
Economic Development Director
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010-0559

RE: The Villages MPD – Sanitary Sewer Capacity
Triad Job No. 10-001




Dear Mr. Williamson:

This memorandum has been prepared to calculate and document the sewer capacity of the City sewer system downstream of MH 151 to the Jones Lake lift station. The existing sewer system capacity was calculated using Manning's equation. The capacity was calculated assuming gravity flow with a Manning roughness coefficient n equal to 0.013 in accordance with Washington State Department of Ecology Criteria for Sewerage Works Design. The capacity of the system was conservatively calculated assuming a flow depth of 80% of the pipe diameter. Pipe slopes used for capacity calculations are from available City sewer record drawings.

The City sewer system from MH151 downstream to the Jones Lake lift station has existing pipes of 8 inch, 15 inch and 18 inch diameter. The existing sewer system from MH151 to MH14 is 8 inch PVC pipe with the flattest section having a slope of 3.8%. This 8 inch pipe has a capacity of 2.24 cfs (cubic feet per second). The existing sewer system from MH14 to MH13 is 15 inch PVC pipe with a slope of 0.58%. This 15 inch PVC pipe has a capacity of 4.33 cfs. The existing sewer system from MH 13 to the Jones Lake lift station is 18 inch RCP (reinforced concrete pipe) with the flattest section having a slope of 0.38%. This existing 18 inch RCP has a capacity of 6.33 cfs.

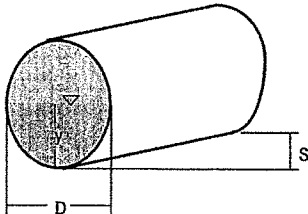
Inspection and cleaning of the City of Black Diamond sewer system downstream from MH151 to the Jones Lake Lift Station has been completed and restores the capacity of the pipelines as noted above. Overall the downstream sewer system from MH151 to the Jones Lake Lift Station was found to be in good condition. If you have any questions, please feel free to contact me at (425) 216-2117 or at tmatt@triadassociates.net.

Sincerely,
TRIAD ASSOCIATES

Thomas P. Matt, PE

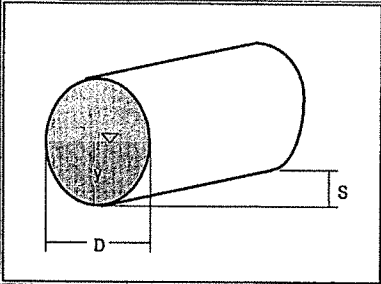
Pipe

[illegible]

Pipe

	Input	Output								
Q (cfs)	0.00	4.33								
n	0.013	0.013								
d (ft)	1.202	1.20		1	3 /16	inches				
y (ft)	0.962	0.96								
S (ft/ft)	0.0058	0.0058								
										
					A (sf)	0.974				
					Pw (ft)	2.663	V (ft/s)	4.451		
					R (ft)	0.366				
					Critical y (ft) =					
					Qmax @ y (ft) =	1.1277				
					Vmax @ y (ft) =	0.9770				
Job:	The Villages	Description:	MH14 to MH13							
By:	Tom Matt	Date:	4/3/2014							
15" PVC Pipe SDR35 Gravity Sewer Pipe Inside Pipe Diameter = 14.426 inches										

Pipe

	Input	Output							
Q (cfs)	0.00	6.33							
n	0.013	0.013							
d (ft)	1.50	1.50	1	8 /16	inches				
y (ft)	1.20	1.20							
S (ft/ft)	0.0038	0.0038							
									
						A (sf)	1.516		
						Pw (ft)	3.321	V (ft/s)	4.176
						R (ft)	0.456		
						Critical y (ft) =			
						Qmax @ y (ft) =	1.4073		
						Vmax @ y (ft) =	1.2192		
Job:	The Villages		Description:	MH14 to MH13					
By:	Tom Matt		Date:	4/3/2014					
	18" RCP								
	Inside Pipe Diameter = 18 inches								

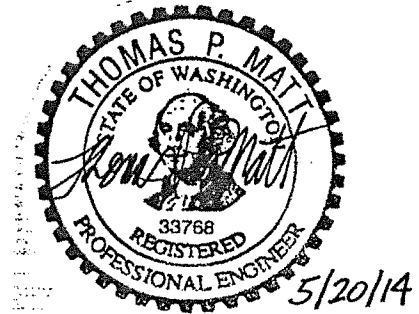


Sanitary Sewer Capacity Memo

May 20, 2014

Andrew Williamson
Economic Development Director
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010-0559

RE: The Villages MPD – Sanitary Sewer Capacity
Triad Job No. 10-001



Dear Mr. Williamson:

This letter has been prepared to explain and document the completion of the sewer system inspection and cleaning of the City sewer system downstream of MH 151 to the Black Diamond Pump Station (aka Jones Lake Lift Station) in accordance with The Villages MPD Preliminary Plat 1A (VP1APP) condition of approval number 79. Further this memorandum will show that the existing City of Black Diamond gravity sewer system downstream of MH 151 has capacity to not only serve The Villages MPD Phase 1A but also The Villages MPD Phase 2 Plat C Preliminary Plat (VP2PC).

The Villages MPD Preliminary Plat 1A condition of approval number 79 states "Prior to the approval of the first utility permit for construction of sanitary sewer utilities, the Applicant shall conduct wet season inspection and/or monitoring sufficient to confirm to the City's satisfaction that there [is] no root intrusion, blockage, breakage or other deficiency that would render the City's existing sewer system downstream of the proposed point of connection insufficient to convey the sanitary sewer flows anticipated from PP1A. If inspection/monitoring identifies any condition indicating there is not sufficient capacity to convey such flows, the Applicant shall provide any improvements the City deems necessary to remedy the deficiency prior to issuance of the first certificate of occupancy for the first division of the Phase 1A plat."

Video inspection and subsequent clearing of built-up debris (gravel) in 5 locations has been completed. Overall the downstream sewer system from MH 151 to the Jones Lake Lift Station was found to be in good condition. Upon completion of the cleaning operations, the video records show that the system capacity has been restored within the City sewer system downstream of MH 151 to the Jones Lake Lift Station.

King County Metro reports that the Black Diamond Pump Station and Black Diamond Trunk Line have capacity to serve approximately an additional 1,150 ERUs. See letter from King County Wastewater Treatment Division dated February 17, 2011. "The Villages Phase 1A Sewer ERU Calculations" prepared

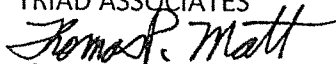
by Triad Associates dated September 25, 2012 shows that the 921 ERUs are adequate to serve The Villages MPD Phase 1A preliminary Plat. Preliminary Plat Phase 2 Plat C proposes 203 single family residential units which equates to 203 sewer ERUs. These two preliminary plats combined will require sewer capacity for 1124 ERUs as shown on sheet UA1 of The Villages MPD – Preliminary Plat Phase 2 Plat C. This total sewer capacity required of 1124 ERUs for both The Villages MPD Phase 1A Preliminary Plat and The Villages MPD – Preliminary Plat Phase 2 Plat C is less than the stated existing available capacity of 1150 ERUs.

As noted above, the total sewer capacity required for both The Villages MPD Phase 1A Preliminary Plat and The Villages MPD – Preliminary Plat Phase 2 Plat C is 1124 ERUs. One ERU is equal to 187 gpd per the City of Black Diamond General Sewer Plan, dated December 2012. Sewer flow from 1124 ERUs at 187 gpd is equal to 210,188 gpd. Inflow and Infiltration (I & I) is calculated at 700 gallons per acre per day for new system construction as identified in the City of Black Diamond General Sewer Plan, dated December 2012. I & I flows are calculated based on net developable area. The net developable area of VP1APP and VP2PC is approximately 116 acres. Estimated I & I from 116 acres at 700 gallons per acre per day equals 81,200 gpd. Total estimated flow for VP1APP and VP2PC is 291,388 gpd. An analyzed pump rate of 346 gpm for The Villages Interim Lift Station (same pump rate as the Morgan Street lift station) would pump the required 291,388 gpd.

The City of Black Diamond's existing sewer system downstream of MH 151 has adequate capacity to serve both The Villages MPD Phase 1A Preliminary Plat and The Villages MPD – Preliminary Plat Phase 2 Plat C with proper design of The Villages Interim Lift station.

Sincerely,

TRIAD ASSOCIATES



Thomas P. Matt, PE

Senior Project Engineer

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT R

TITLE: Approved Revision of Fiscal Analysis

PREPARED BY: MDRT

DATE: 09/06/13



CITY OF BLACK DIAMOND

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

Phone: (360) 886-5700
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

MEMORANDUM

Date: September 6, 2013

From: Andrew Williamson

Re: Approval of Fiscal Impact Analysis for Phase 1A

Pursuant to Section 13.6 (Fiscal Impacts Analysis) of The Villages Master Planned Development Agreement (adopted by Ordinance 11-970), the Master Developer submitted documents pertaining to the Fiscal Impacts Analysis. These documents have been reviewed by the Designated Official and by the contracted Major Development Review Team (MDRT) fiscal impact consultant, Henderson, Young & Company.

Mr. Randall L. Young prepared a document entitled "Independent Evaluation of Fiscal Impact Analysis of Phase 1A of The Villages Master Planned Development", dated October 15, 2012. In this document, he states, "Based on the information presented in my Independent Evaluation Report, it is my expert opinion that the City of Black Diamond's Designated Official should accept the *Fiscal Impact Analysis for Phase 1A of The Villages and Lawson Hills Master Planned Development* dated September 20, 2012, and the supporting spreadsheets and log of documentation and explanations as fulfilling the requirements of Section 13.6 of the Development Agreement."

The additional fiscal condition #83 set by the Hearing Examiner condition of approval on The Villages MPD Phase 1A Preliminary Plat has been fulfilled.

The undersigned Designated Official hereby approves the Fiscal Impact Analysis prepared for The Villages MPD Phase 1A based on the recommendation of the MDRT fiscal consultant.

Andrew Williamson, Designated Official
Fiscal Analysis

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT S

TITLE: Completion of Maintenance Bond Forms for Ten Trails
Phase 1A – Division 1 Final Plat

PREPARED BY: Oakpointe, Reviewed by RH2

DATE: 09/20/17



RH2 ENGINEERING, INC.

www.rh2.com
mailto:info@rh2.com
1.800.720.8052

WASHINGTON LOCATIONS

BOTHELL
MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

RICHLAND

TACOMA

OREGON LOCATIONS

PORTLAND
MAIN OFFICE
6500 SW Macadam Ave. Suite 125
Portland, OR 97239

MEDFORD

September 27, 2017

Mr. Andy Williamson
MDRT & Economic Development Director
City of Black Diamond
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Sent via: Email

Subject: New Bond Amounts

Dear Mr. Williamson:

RH2 Engineering, Inc., has reviewed the new bond amounts received September 26, 2017, and takes no exception to the values provided.

Sincerely,

RH2 ENGINEERING, INC.

Dan Ervin, PE
CEO

DRE/RF/sp



9/27/2017



September 27, 2017

Andy Williamson
MDRT & Economic Development Director
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

RE: Completion and Maintenance Bond Forms for The Villages MPD In-Tract 1 Final Plat

Mr. Williamson:

On behalf of CCD Black Diamond Partners LLC ("Oakpointe"), please accept the attached costs and probable cost to complete forms for the infrastructure associated with The Villages Master Planned Development In-Tract 1 Final Plat.

As part of the final plat application, it is Oakpointe's understanding that, pursuant to Black Diamond Municipal Code Section 17.20.050(B), we will be required to provide a bond for one hundred and fifty percent (150%) of the probable cost to complete and a maintenance bond equal to twenty-five percent (25%) of the infrastructure costs.

Oakpointe respectfully requests that the City review and approve the costs included in the attached forms so that we can begin the process of securing the necessary bonds.

If we can provide additional information, please do not hesitate to ask.

Sincerely,

Colin Lund
Director of Development
Oakpointe

10220 NE POINTS DRIVE
SUITE 310
KIRKLAND, WA 98033

WWW.OAKPOINTE.COM

In-Tract 1 Maintenance	
Ring Road	\$2,226,022.00
In-Tract 1 Maintenance	\$2,395,685.00
Sewer Lift Station	\$1,011,663.00
Offsite Water	\$3,609,868.50
Roundabout/Frontage	\$2,804,954.00
Villages Parkway South	\$1,092,535.00
Villages Parkway	\$2,997,672.00
Total Cost	\$16,138,399.50
Bond Value (25% of Total Cost)	\$4,034,599.88

In-Tract 1 Cost to Complete	
Ring Road	\$102,122.50
In-Tract 1	\$111,881.25
Roundabout/Frontage	\$136,375.00
Villages Parkway	\$2,554,102.00
Total Cost	\$2,904,480.75
Bond Value (150% of Cost to Complete)	\$4,356,721.13

Plat 2C Maintenance	
Plat 2C Division 1	\$3,231,271.15
Bond Value (25% of Total Cost)	\$807,817.79

Plat 2C Cost to Complete	
Plat 2C Division 1	\$370,669.75
Bond Value (150% of Cost to Complete)	\$556,004.63

Opinion of Probable Costs

For:

Ten Trails - In-Tract 1 Final Plat Remaining Infrastructure

triad

a division of David Evans and Associates, Inc.

Prepared By: Adam Stricker, PE

Job Number: 05-336

Date: September 20, 2017

Ring Road	Estimated Quantity	Unit	Unit Price	Amount
2" A/C Paving Final Lift	7,922	Sq.Yd.	\$11.25	\$89,122.50
Signage	1	Lump Sum	\$5,000.00	\$5,000.00
Pavement Markings	1	Lump Sum	\$5,000.00	\$5,000.00
Adjust Structures to Grade	1	Lump Sum	\$3,000.00	\$3,000.00
Total				\$102,122.50

In-Tract 1	Estimated Quantity	Unit	Unit Price	Amount
2" A/C Paving Final Lift	7,545	Sq.Yd.	\$11.25	\$84,881.25
Standard Mailbox Stand and Sidewalk Adjustment	4	Each	\$3,000.00	\$12,000.00
Signage	1	Lump Sum	\$5,000.00	\$5,000.00
Pavement Markings	1	Lump Sum	\$5,000.00	\$5,000.00
Clean Up	1	Lump Sum	\$5,000.00	\$5,000.00
Total				\$111,881.25

Roundabout and Robert's Frontage	Estimated Quantity	Unit	Unit Price	Amount	Sales Tax
Concrete Curbs	500	L.F.	\$12.50	\$6,250.00	
2" HMA Overlay	2,500	Sq.Yd.	\$11.25	\$28,125.00	
ADA Curb Ramp	1	Each	\$1,000.00	\$1,000.00	
Concrete Sidewalk	200	Sq.Yd.	\$30.00	\$6,000.00	
Bioretention Cell Construction and Testing	1	Lump Sum	\$15,000.00	\$15,000.00	
Storm Flushing, Testing, Clean-up and T.V. Inspection	1	Lump Sum	\$6,000.00	\$6,000.00	
Bypass Road Removal and Restore	1	Lump Sum	\$14,000.00	\$14,000.00	
Pavement Markings and Striping	1	Lump Sum	\$10,000.00	\$10,000.00	
Landscape Plantings and Lawn	1	Lump Sum	\$42,000.00	\$42,000.00	
Clean-up and Sweeping	1	Lump Sum	\$8,000.00	\$8,000.00	
Total				\$136,375.00	

Ten Trails Parkway	Estimated Quantity	Unit	Unit Price	Amount	Sales Tax
Fine Grading	1	Lump Sum	\$269,051.00	\$269,051.00	
Asphalt Paving and Roadway Infrastructure	1	Lump Sum	\$495,740.00	\$495,740.00	
Concrete Walkway and Trail	1	Lump Sum	\$304,051.00	\$304,051.00	
Water System (750 PZ)	1	Lump Sum	\$570,581.00	\$570,581.00	
Landscape Irrigation	1	Lump Sum	\$269,426.00	\$269,426.00	
Landscape Plantings and Appurtenances	1	Lump Sum	\$645,253.00	\$645,253.00	
Total				\$2,554,102.00	

Summary of Costs

Ring Road

Total \$102,122.50

In-Tract 1

Total \$111,881.25

Roundabout and Robert's Frontage

Total \$136,375.00

Ten Trails Parkway

Total \$2,554,102.00

Grand Total Estimate

Grand Total \$2,904,480.75

Notes:



Maintenance Cost Summary

For:
The Villages - In-Tract 1 Final Plat

triad

a division of David Evans and Associates, Inc.

Prepared By: Adam Stricker, PE

Job Number: 05-336

Date: September 20, 2017

Ring Road	Amount
Roadwork	\$537,697.00
Gravity Sewer	\$229,263.00
Sewer Force Main	\$132,175.00
Storm System	\$490,903.00
Roadway Landscaping	\$315,777.00
Water Sysem (750 PZ)	\$347,369.00
Water Sysem (850 PZ)	\$172,838.00
Total	\$2,226,022.00

In-Tract 1	Amount
Roadwork	\$823,453.00
Sewer Utilities	\$445,860.00
Storm Utilities	\$466,197.00
Water Utilities	\$446,020.00
Roadway Landscaping	\$214,155.00
Total	\$2,395,685.00

Sewer Lift Station	Amount
Sewer Lift Station with Appurtenances	\$764,000.00
Offsite Forcemain and Metro Connection	\$247,663.00
Total	\$1,011,663.00

Roberts Drive Offsite Water	Amount
Roadway Restoration	\$792,588.00
Water Sysem (750 PZ)	\$1,342,424.50
Water Sysem (850 PZ)	\$1,474,856.00
Total	\$3,609,868.50

Roberts Drive Roundabout and Phase 2 Frontage	Amount
Roundabout Roadwork	\$1,109,419.00
Roundabout Storm Utilities	\$268,278.00
Roundabout Water Utilities	\$309,454.00
Roberts Drive Roadwork	\$260,097.00
Roberts Drive Storm Utilities	\$198,478.00
Roberts Drive Water Utilities	\$259,475.00
Roadway Landscaping	\$399,753.00
Total	\$2,804,954.00

Ten Trails Parkway South	Amount
Storm Utilities	\$299,608.00
Sewer Utilities	\$407,510.00
Sewer Forcemain	\$63,370.00
Water Utilities	\$322,047.00
Total	\$1,092,535.00

Ten Trails Parkway	Amount
Asphalt Paving and Roadway Infrastructure	\$495,740.00
Concrete Paving	\$304,051.00
Sewer System	\$290,636.00
Storm System	\$691,411.00
Landscape Plantings and Appurtenances	\$645,253.00
Water System (750 PZ)	\$570,581.00
Total	\$2,997,672.00



Opinion of Probable Costs for Remaining Infrastructure

For:

The Villages - Plat 2C Division 1 Final Plat

triad

a division of David Evans and Associates, Inc.

Prepared By: Beau Willert, PE

Job Number: 05-336

Date: September 20, 2017

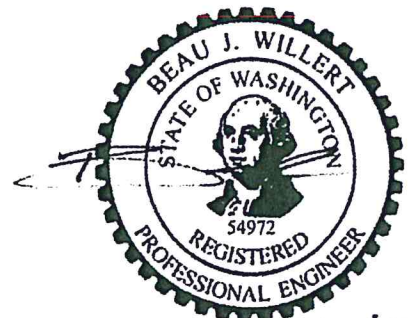
Plat 2C Division 1	Estimated Quantity	Unit	Unit Price	Amount
Remaining 3-ft of 8-ft Wide (Total) Sidewalk/Trail Connection	3,000	Sq. Ft.	\$3.00	\$9,000.00
2" A/C Paving Final Lift	12,437	Sq. Yd.	\$11.25	\$139,916.25
Landscape Plantings and Lawn	1	Lump Sum	\$216,753.50	\$216,753.50
Clean-up	1	Lump Sum	\$5,000.00	\$5,000.00
Total				\$370,669.75

Notes:

The unit prices contained in this opinion are based upon the Consultant's most recent experience with bids that have been made on other projects. Conditions vary from project to project, and in addition, prices may change for a given project due to shifts in supply and demand. Because of these factors, the Consultant does not guarantee or warrant the accuracy of the unit prices shown.

This opinion of probable construction cost has been prepared in order to provide the Client with an approximation of costs for the specific categories shown, given the information available to the Consultant at the time the opinion was prepared. The Consultant makes no guarantee or warranty, expressed or implied, that the total scope of the development effort has been included in this opinion. The Client is urged to budget contingency funds to account for unforeseen project conditions and other factors outside the scope of the information available at this time.

When the Client requires a more definitive cost estimate, it is recommended that actual construction bids be obtained from qualified construction contractors.



9/20/17

Maintenance Cost Summary

For:
The Villages - Plat 2C Division 1

triad

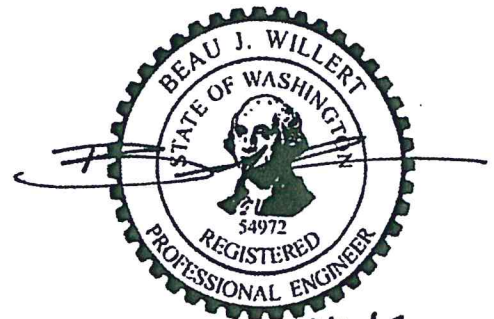
a division of David Evans and Associates, Inc.

Prepared By: Beau Willert, PE

Job Number: 05-336

Date: September 20, 2017

Plat 2C Division 1	Amount
Roadwork	\$758,126.65
Gravity Sewer	\$714,111.00
Storm System	\$939,857.00
Water Sysem (750 PZ)	\$819,176.50
Total	\$3,231,271.15



9/20/17

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT T

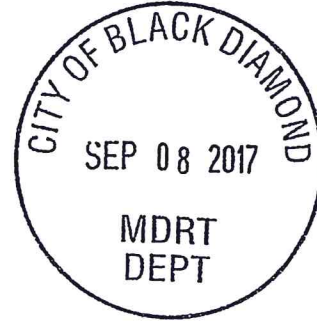
TITLE: WSDOT Applications for SR169 Improvements

PREPARED BY: Oakpointe/Transpo Group

DATE: 09/08/17

FILE COPY

PLN17-0049



September 8, 2017

Mr. Andy Williamson
MDRT & Economic Development Director
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

Re: Preliminary Plat 1A Division 1 Final Plat (PLN17-0049)

Dear Mr. Williamson:

On behalf of CCD Black Diamond Partners LLC and in response to your September 8, 2017 letter regarding final plat corrections, please find enclosed for your review the following documents:

- 1) Seven copies of an updated final plat map that includes the revisions the City requested; and
- 2) Four copies of a memorandum from Transpo Group regarding satisfaction of Hearing Examiner Condition #62.

We look forward to continuing to work with you on this project. Please let me know if you have any questions.

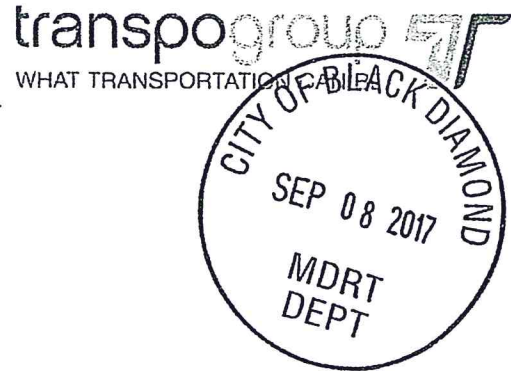
Sincerely,

Colin Lund
Director of Development
Oakpointe LLC

10220 NE POINTS DRIVE
SUITE 310
KIRKLAND, WA 98033

WWW.OAKPOINTE.COM

FILE COPY



TG: 1.16450.00, Task 16

September 8, 2017

Mr. Andrew Williamson
City of Black Diamond
Master Development Review Team
24301 Roberts Drive
Black Diamond, WA 98010

**SUBJECT: TEN TRAILS (F.K.A. THE VILLAGES) MASTER PLANNED DEVELOPMENT—
SATISFACTION OF HEARING EXAMINER CONDITION NO. 62**

Dear Andy:

In his *Findings of Fact, Conclusions of Law and Decision* dated December 10, 2012, the Black Diamond Hearing Examiner imposed several conditions on Preliminary Plat 1A (PP1A), including Condition No. 62 which states, "All implementing projects and permits for PP1A shall comply with the terms and conditions set forth in the Detailed Implementation Schedule of Phase 1A Regional Infrastructure Improvements dated August 25, 2012 and approved by the City on August 27, 2012." This Implementation Schedule includes the following requirement for SR 169/Roberts Drive and SR 169/SE Black Diamond-Ravensdale Road:

"Completed engineering, design and construction drawings and related application materials necessary for permit issuance for this interim improvement will be submitted to WSDOT prior to the City of Black Diamond's issuance of the first residential or commercial building permit associated with Division 1A of Preliminary Plat 1A..."

In responding to this condition, we completed the drawings described above and submitted to WSDOT on September 30, 2010. These drawings included channelization plans for Phase 1 (without left-turn lanes on SR 169) and Phase 2 (with left-turn lanes on SR 169). WSDOT representatives acknowledged receipt and preliminary review of this submittal in the first sentence of the attached memorandum dated October 21, 2010. We also completed a traffic operations analysis and traffic signal permit applications and submitted to WSDOT on May 28, 2010 and August 2, 2010, respectively. WSDOT subsequently issued Traffic Sign Permit No. 4192 for SR 169/Roberts Drive and Traffic Signal Permit No. 4193 for SR 169/SE Black Diamond-Ravensdale Road. These permits were approved by WSDOT Regional Traffic Engineer Mark Leth, P.E. on September 2, 2010; copies of both permits are attached to this letter for reference.

In the meantime, WSDOT updated its *Design Manual* in November 2015 and Section 1300.05(1) identifies steps when screening intersection control alternatives, noting that "the single-lane roundabout is the preferred alternative." We have responded to that policy change by completing preliminary horizontal layouts of a

single-lane roundabout at both intersections¹ and submitted these layouts to WSDOT on March 7, 2017. WSDOT is using Joint Account (JA) 6644 to track this project, assigning it to Group No. 20 and Work Operations No. 0910. We have gone through several rounds of review with WSDOT and received the most recent round of comments on July 5, 2017. We are currently preparing plans and revising our roundabout design to address these comments but in the meantime, have received WSDOT approval on the horizontal layout of the roundabout geometrics. In addition, we updated our traffic operations analysis to evaluate single-lane roundabouts at both intersections. This analysis was submitted to WSDOT on March 24, 2017 and review comments were received on June 8, 2017 and July 21, 2017. We updated our analysis in response to these comments and resubmitted to WSDOT on August 30, 2017.

Following approval of the Implementation Schedule by the City of Black Diamond, the State of Washington enacted law that requires replacement of existing culverts that block passage for salmon to spawning grounds. WSDOT is requiring that the existing culverts under SR 169 near these two intersections be replaced to improve fish passage and consequently, construction permitting will likely take more time than was contemplated when this Schedule was originally approved by the City. Among the required additional permits is an ACOE 404 permit which can add as much as 18 months to the permitting process. This Schedule accounts for such an unforeseen circumstance and supports extending the schedule to construct improvements at SR 169/Roberts Drive and SR 169/SE Black Diamond-Ravensdale Road when the following is stated for each intersection:

"Construction of this improvement will commence as soon as reasonably practicable following issuance of all necessary permits, but in any event prior to the issuance of the building permit for the 327th Equivalent Residential Unit (ERU) within Preliminary Plat 1A plus any additional time demonstrated to the reasonable satisfaction of the City's Designated Official to be necessary due to action, inaction, or events outside of the Master Developer's control."

Therefore, based on the information documented in this letter, we believe:

- 1) Hearing Examiner Condition No. 62 is satisfied as it relates to the Implementation Schedule for improvements at SR 169/Roberts Drive and SR 169/SE Black Diamond-Ravensdale Road and specifically, actions required prior to the City issuing the first residential or commercial building permit for Division 1A of PP1A; and
- 2) Additional time will likely be necessary to construct these improvements, something this Schedule empowers the City's Designated Official to approve due to, in this case, the new State law enacted after this Schedule was originally approved by the City.

Please let us know if you have any questions or would like to discuss the contents of this letter.

¹ The Implementation Schedule identified roundabouts as the ultimate improvement at SR 169/Roberts Drive and SR 169/SE Black Diamond-Ravensdale Road.

Mr. Andrew Williamson
September 8, 2017
Page 3 of 3

Sincerely,
Transpo Group



Kevin L. Jones, P.E., PTOE
Principal



Kevin R. Collins, P.E., PTOE
Principal

Attachments: WSDOT Memorandum dated October 21, 2010
WSDOT Traffic Signal Permit No. 4192 approved on September 2, 2010
WSDOT Traffic Signal Permit No. 4193 approved on September 2, 2010





October 21, 2010

TO: Ramin Pazooki / Felix Palisoc
Sno-King Development Services, MS 240

FROM: Rick Roberts / Binh Nguyen
King Area Traffic Analysis, MS 120

SUBJECT: SR 169 – The Villages MPD Phase 1 & 2
MP 8.17 – MP 8.31
Channelization Plan Review 1

NW Region Traffic and Sno-King Design Review have reviewed the channelization plans for Phase 1 and Phase 2 of subject project submitted on September 30, 2010. We have the following comments.

Design Variances

1. Review comments for the Design Variances will be provided separately.

Phase 1

General

2. Please look at the possibility of moving the stop lines closer together or closer to the crosswalk lines. 50-ft LT radius can be used as guidance as long as there are sufficient spaces to accommodate large vehicles turning paths. This would effectively reduce the intersection crossing area for more efficient traffic operations while providing better a view of conflicting crossing pedestrians for the RT.
3. Please delete the words "CHANNELIZATION PLAN" from the title block as they are already provided in the title sub-block.
4. Please delete the words "WSDOT APPROVAL" from the title sub-block.
5. Please remove all drainage and topography features off the plans.
6. Please show only the final R/W lines on all plan sheets. Where new R/W lines overlap the existing, please show only the proposed. The combination of new and existing should form one continuous R/W line. Also, please delineate WSDOT and City R/W limits.
7. Where centerline splits a lane or does not follow a lane line, please show the widths on either side of the centerline.
8. Please increase the text size for the centerline stations.

9. Landing areas at each end of the crosswalks must be provided. Note that the crosswalk and landing areas design must meet ADA requirements.
10. Please delete the word "PROPOSED" from labels such as Proposed Edge of Pavement or Proposed Edge of Traveled Way. Unless noted as Existing (and shown in half-tone), all channelization elements shown are proposed.
11. Typical Section should include features beyond the shoulder such as slopes and ditches. Note that material references should not be included.

CH1

12. Design Data: please use Design Matrix 5-15 for this project.
13. Please provide pavement turning arrows for the right-turn lane.
14. Please show lane widths for Roberts Dr.
15. Typical Section does not match the plan; there is an offset between the centerline and the edge of NB travel lane.

CH2 & CH4

16. Please remove WSDOT Approval block from these sheets as they are not part of the State facility.

CH3

17. Curve Data: please provide superelevation info. See Design Manual Section 1250.05 for details.
18. For the SB right-turn lane, a 50-ft gap opening must be provided from the end of the Wide Lane Line to the beginning of the RT taper (i.e. Wide Lane Line should end at STA 642+51.5). Note that a minimum of 4:1 RT taper required. See Standard Plan M-5.10-01 for more details.
19. Please show lane widths for the mainline at the match lines and for the Blk Diamond – Ravensdale Rd.
20. Per discussion at the meeting, the lane alignment deviation can be eliminated by minor stripping adjustment. Documentation for why it is not feasible to move the curve out of the intersection area since this is existing alignment should be provided.
21. At STA 645+93, the offset callout for the edge stripe is 10.5 ft LT. A full lane width (11-ft lane) should be provided a little further out to meet guidelines and then blend back in to the existing (this comment could be eliminated with the minor restriping in the previous comment to eliminate the lane alignment issue.)
22. Please show the existing driveway(s) adjacent to the intersection. If a corner clearance requirement cannot be met with the presence of the driveway, a deviation approved by the City is required.

23. Per discussion at the meeting, note that decisions made now on how the cross streets tie in to State Highway could have a significant impact on how ADA guidelines can be incorporated in the future.

Phase 2

General

24. Same general comments under Phase 1 apply to Phase 2 plans.
25. Please provide lane widths for all lanes at within the intersection area.

CH1

26. Design Data: please use Design Matrix 5-15 for this project.

CH2

27. For the SB right-turn lane, a 50-ft gap opening must be provided from the end of the Wide Lane Line to the beginning of the RT taper (i.e. Wide Lane Line should end at STA 642+16.5). Note that a minimum of 4:1 RT taper required. RT pavement arrows should also be repositioned accordingly per Standard Plan M-5.10-01 (i.e. 1st arrow is 50ft from the stop line).
28. Please extend the median island pass the stop line about 10ft and modify the island nose to follow the LT radius for better guiding visual (see marked up plan for details). Stop lines have better recognized as independent features when they are set apart from island corners. Other operational benefit for a set-back is that some NB traffic will over-shoot the stop line and come to rest in a position within the path of the WBLT movement, which would then need to warp their path around the encroachment. Please revise.

CH3

29. The lane alignment for SR169 NB is off at Black Diamond-Ravensdale Road I/S. If the lane alignment offset falls into the category of:
 - a. Design Speed: 1 shift
 - b. No more than ½ a lane width
 - c. Sight distance to receiving lane is provided

Then only simple documentation as to why it isn't feasible can be included in the file. Otherwise it would be a deviation approved at WSDOT HQ. Review and discussion for the E-W movements using the same evaluation criteria is also sufficient; however, it appears that a deviation for the WB may be needed. These lane alignment offsets weren't so apparent on Phase 1; must be the widening and stop bar relocation that causes the lane alignment offsets.

30. Curve Data: please provide superelevation information. See Design Manual Section 1250.05 for details.
31. Please show lane widths for the mainline at the match lines.

CH4

32. Please provide widths for all driveway approaches.

SR 169 MP 8-17 -- 8.31 The Villages MPD

Page 4

If you have any questions, please contact Rick Roberts at 206-440-4352 or Binh Nguyen at 206-440-4362.

RBR: btn

Attachment: *Marked-up plans*

cc: Leslie Barben-Price, Sno-King Design Reviewer
File



**Washington State
Department of Transportation**

Traffic Signal Permit

Check Appropriate Box: ☒ Permit Application (Complete Parts A and B)
☐ Report of Change (Complete Parts A, E, and F)
☐ Report of Installation (Complete Parts A, D, and F)

F	Permit No. <u>4192</u> To be Assigned by Headquarters
----------	--

A Applying or Reporting Agency	State Route <u>169</u>	Milepost <u>8.25</u>	Control Section <u>1734</u>	WSDOT Region <u>Northwest Region</u>	70% Rule By <input type="checkbox"/> Speed <input checked="" type="checkbox"/> Population	
	Location / Cross Street <u>Roberts Drive</u>		County <u>King</u>	City <u>Black Diamond</u>	City Population <u>4,200</u>	
B Applying Agency - Application Information	Agency <u>BD Village Partners, LP</u>			Applicant Name <u>BD Village Partners, LP</u>		Date <u>Aug 2, 2010</u>
	Address <u>10220 NE Points Drive, Suite 120</u>			City <u>Kirkland</u>	State <u>WA</u>	Zip Code <u>98033</u>
C Region Authorization	Warrant Checklist			Hours Met		
	<input checked="" type="checkbox"/> 1. Eight-Hour Vehicular Volume <input checked="" type="checkbox"/> 2. Four-Hour Vehicular Volume <input type="checkbox"/> 3. Peak Hour <input type="checkbox"/> 4. Pedestrian Volume <input type="checkbox"/> 5. School Crossing <input type="checkbox"/> 6. Coordinated Signal System <input type="checkbox"/> 7. Crash Experience			<input type="checkbox"/> 8. Roadway Network <input type="checkbox"/> 9. Non-MUTCD Warrant <input type="checkbox"/> 10. Other		
D Operating Agency	Support Data Checklist - Check appropriate boxes and describe the problem being addressed by this installation					
	<input type="checkbox"/> Vehicular Volume Counts <input type="checkbox"/> Intersection Sketch <input checked="" type="checkbox"/> Projected Volumes <input type="checkbox"/> Speed Study <input type="checkbox"/> Other <input type="checkbox"/> Pedestrian Volume Counts <input checked="" type="checkbox"/> Warrant Analysis <input type="checkbox"/> Gap Study <input type="checkbox"/> Accident Study					
E Operating Agency	Problem Statement By 2012 the SR 169 Roberts Drive intersection is anticipated to operate below the WSDOT LOS D standard with the EB operating at LOS F during the weekday PM peak hour. With installation of a traffic signal and a southbound right-turn lane the intersection will operate at LOS A during weekday PM peak hour in 2012.					
	Under authority of RCW 46.61.085, the above described installation is authorized. <input type="checkbox"/> Signature - Region Administrator <input checked="" type="checkbox"/> Signature - Delegated to <u>Region Traffic Engineer</u> <u>9/2/10</u> Approval Date					
F Operating Agency	Report of Installation (Fill in Agreement Number if Owning Agency does not operate and/or maintain the signal)					
	Turn-On Date		Agency Owning Signal		Agency Operating Signal	
G Operating Agency	Control Type <input type="checkbox"/> Cyclic <input type="checkbox"/> Flashing		Agency Maintaining Signal		Agreement Number	
	Report of Change (Report change in Type of Signal, Type of Control, or if signal was removed)					
H Operating Agency	Signal Type Changed From _____ To _____					Date Changed
	Control Type Changed From _____ To _____					Date Changed
I Operating Agency	Date Signal Removed		Reported By		Title	Date



**Washington State
Department of Transportation**

Traffic Signal Permit

Check Appropriate Box: ☒ Permit Application (Complete Parts A and B)
☐ Report of Change (Complete Parts A, E, and F)
☐ Report of Installation (Complete Parts A, D, and F)

F	Permit No. <u>4193</u> To be Assigned by Headquarters
----------	--

A Applying or Reporting Agency	State Route 169	Milepost 8.28	Control Section 1734	WSDOT Region Northwest Region	70% Rule By <input type="checkbox"/> Speed <input checked="" type="checkbox"/> Population	
	Location / Cross Street Black Diamond-Ravensdale Road		County King	City Black Diamond	City Population 4,200	
B Applying Agency - Application Information	Agency		Applicant Name BD Village Partners, LP		Date Aug 2, 2010	
	Address 10220 NE Points Drive, Suite 120		City Kirkland		State WA	Zip Code 98033
	Warrant Checklist <input checked="" type="checkbox"/> 1. Eight-Hour Vehicular Volume <input checked="" type="checkbox"/> 2. Four-Hour Vehicular Volume <input type="checkbox"/> 3. Peak Hour <input type="checkbox"/> 4. Pedestrian Volume <input type="checkbox"/> 5. School Crossing <input type="checkbox"/> 6. Coordinated Signal System <input type="checkbox"/> 7. Crash Experience		Hours Met 12 7 _____		<input type="checkbox"/> 8. Roadway Network <input type="checkbox"/> 9. Non-MUTCD Warrant <input type="checkbox"/> 10. Other _____	
	Support Data Checklist - Check appropriate boxes and describe the problem being addressed by this installation <input checked="" type="checkbox"/> Vehicular Volume Counts <input type="checkbox"/> Intersection Sketch <input type="checkbox"/> Projected Volumes <input type="checkbox"/> Speed Study <input type="checkbox"/> Other <input type="checkbox"/> Pedestrian Volume Counts <input checked="" type="checkbox"/> Warrant Analysis <input type="checkbox"/> Gap Study <input type="checkbox"/> Accident Study					
C Region Authorization	Under authority of RCW 46.61.085, the above described installation is authorized. <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Signature - Region Administrator <input checked="" type="checkbox"/> Signature - Delegated to <u>Region Traffic Engineer</u> </div> <div> <u>9/2/10</u> Approval Date </div> </div>					
	Conditions of Permit					
D Operating Agency	Report of Installation (Fill in Agreement Number if Owning Agency does not operate and/or maintain the signal)					
	Turn-On Date	Agency Owning Signal		Agency Operating Signal		
E Operating Agency	Control Type <input type="checkbox"/> Cyclic <input type="checkbox"/> Flashing		Agency Maintaining Signal		Agreement Number	
	Report of Change (Report change in Type of Signal, Type of Control, or if signal was removed)					
	Signal Type Changed From _____ To _____					Date Changed
Control Type Changed From _____ To _____					Date Changed	
Date Signal Removed		Reported By		Title	Date	

THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT U

TITLE: Off-Site Water Main Extension Approval

PREPARED BY: RH2 Engineering

DATE: 09/05/17



RH2 ENGINEERING, INC.
www.rh2.com
mailto:mail@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

BOTHELL
MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

RICHLAND

TACOMA

OREGON
LOCATIONS

NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave, Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

September 5th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Final Plat Document – Off-Site Mains

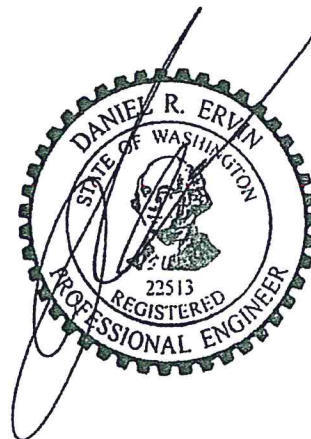
Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the **off-site regional watermains** in Roberts drive are complete, operational and meet the requirements for Final Plat approval.

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.
RH2 ENGINEERING, INC.



THE VILLAGES MPD
PHASE 1A DIVISION 1 FINAL PLAT
PLN17-0049

EXHIBIT V

TITLE: Final Plat Approval Letters

PREPARED BY: RH2, Parametrix, and Mountain View/Black
Diamond Fire and Rescue

DATE: 09/27/2017



MOUNTAIN VIEW/BLACK DIAMOND FIRE AND RESCUE

32316 148th AVE SE Auburn, WA 98092 253 735 0284 info@kcfd44.org www.mvfire.org

City of Black Diamond
24301 Roberts Drive
PO Box 599
Black Diamond WA 98010

This letter is to inform you that:

We have examined Ten Trails, Preliminary, Plat 1A, Division 1 and have approved. This is to notify you that I am ready to sign the final document upon your request.

A handwritten signature in black ink, appearing to read "Greg Smith".

Greg Smith
Fire Chief
City of Black Diamond



RH2 TECHNICAL

MEMORANDUM

Client: City of Black Diamond
Composed by: Dan Ervin, PE, Public Works Director
Subject: Plat of Ten Trails
Date: September 27, 2017



9/27/2017

I hereby approve the survey data, the layout of the streets, alleys, and other rights-of-way, design of bridges, sewage and water systems and other structures based on the final plat documents by David Evans & Associates, Inc., and reviewed by Parametrix (**Attachment 1**).

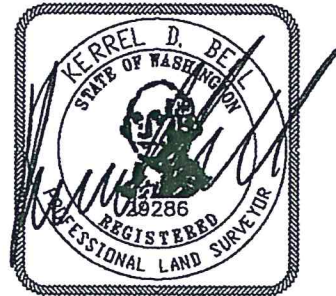
Attachments:

1. Technical Memorandum from Parametrix re: Plat of Ten Trails In-Tract 1 dated September 1, 2017

ATTACHMENT 1

TECHNICAL MEMORANDUM

Date: September 1, 2017
To: Andrew Williamson
From: Kerrel Bell, PLS
Subject: 3rd Survey Review of the Plat of Ten Trails In-Tract 1
cc:
Project Number: 247-3043-023
Project Name: Plat of Ten Trails In-Tract 1



We have received the revised copy of the above referenced subdivision plat and have completed our 3rd survey review of this document.

All comments from the 1st and 2nd review have been addressed and we have no further comments at this time

If you have any questions or need additional information please contact me at (425) 281-2066 or kbell@parametrix.com

TEN TRAILS

PP1A DIVISION 1

PORTION OF THE NW 1/4 AND THE SW 1/4 OF SECTION 15, TOWNSHIP 21 N., RANGE 6 E., W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THE 30 FOOT WIDE AREA DEPICTED IN DETAIL 2 HERETO AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES. FURTHER, THE UNDERSIGNED OWNER WAIVES FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND FROM THE REQUIRED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SUCH DEDICATED AREA.

TRACTS A, G AND H, LANDSCAPE OPEN SPACE TRACTS, TRACTS C, E AND J, UTILITY, PEDESTRIAN ACCESS, PARK AND LANDSCAPE OPEN SPACE TRACTS, TRACT L, A UTILITY, PEDESTRIAN ACCESS AND LANDSCAPE TRACT, TRACTS M, N, O AND P, PEDESTRIAN ACCESS AND LANDSCAPE OPEN SPACE TRACTS, TRACT Q, A SENSITIVE AREA AND BUFFER OPEN SPACE TRACT, TRACT V, A NATURAL LANDSCAPE OPEN SPACE TRACT, TRACT W, NATURAL LANDSCAPE OPEN SPACE TRACT AND TRACT Y, A LANDSCAPE AND UTILITY TRACT ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION.

TRACTS B, D, F, I, AND K, PRIVATE ALLEY TRACTS, ARE HEREBY GRANTED AND CONVEYED TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION. PURSUANT TO SECTION 6.5(B) OF THE VILLAGES MPD DEVELOPMENT AGREEMENT, CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY SHALL MAINTAIN TRACTS B,D,F,I, AND K FOR A PERIOD OF THREE YEARS FROM RECORDING OF FINAL PLAT OR OTHER IMPLEMENTING APPROVAL. CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN ITS SOLE DISCRETION, MAY ELECT TO TRANSFER THE MAINTENANCE OBLIGATION TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION OR OTHER ACCEPTABLE ENTITY FOLLOWING ITS INITIAL THREE YEAR OBLIGATION.

TRACT S, A PRIVATE ROAD AND PUBLIC UTILITY TRACT, IS HEREBY GRANTED AND CONVEYED, TO THE TEN TRAILS COMMERCIAL OWNERS ASSOCIATION. PURSUANT TO SECTION 6.5(B) OF THE VILLAGES MPD DEVELOPMENT AGREEMENT, CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY SHALL MAINTAIN TRACT S FOR A PERIOD OF THREE YEARS FROM RECORDING OF FINAL PLAT OR OTHER IMPLEMENTING APPROVAL. CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN ITS SOLE DISCRETION, MAY ELECT TO TRANSFER THE MAINTENANCE OBLIGATION TO THE TEN TRAILS COMMERCIAL OWNERS ASSOCIATION OR OTHER ACCEPTABLE ENTITY FOLLOWING ITS INITIAL THREE YEAR OBLIGATION.

TRACTS R AND U ARE RESERVED BY CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR FUTURE DEVELOPMENT.

TRACT T, A PRIVATE ROAD AND PUBLIC UTILITY TRACT, IS HEREBY GRANTED AND CONVEYED TO THE TEN TRAILS COMMUNITY COUNCIL. TRACT T SHALL REMAIN OPEN TO PUBLIC USE AT ALL TIMES, EXCEPT WHEN CLOSED FOR STREET CLEANING, MAINTENANCE WORK OR OTHER REPAIR. UPON THE CITY OF BLACK DIAMOND CITY COUNCIL APPROVAL OF FRANCHISE AGREEMENTS WITH THE TEN TRAILS COMMUNITY COUNCIL AND WITH ANY OTHER UTILITY PURVEYOR CONTROLLING PRIVATE FACILITIES LOCATED WITHIN TRACT T INCLUDING, BUT NOT LIMITED TO, RAIN GARDENS, DRAINAGE EASEMENTS, IRRIGATION LINES, CABLE AND BROADBAND SERVICES, CCD BLACK DIAMOND PARTNERS, LLC SHALL DIRECT THE TEN TRAILS COMMUNITY COUNCIL TO EXECUTE A DEED OF DEDICATION GRANTING TRACT T TO THE CITY OF BLACK DIAMOND AS PUBLIC RIGHT OF WAY, AND THE CITY SHALL ACCEPT THAT DEED OF DEDICATION. UNLESS TRACT T IS DEDICATED TO THE CITY OF BLACK DIAMOND AS PUBLIC RIGHT OF WAY, CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY SHALL MAINTAIN TRACT T FOR A PERIOD OF THREE YEARS FROM RECORDING OF FINAL PLAT OR OTHER IMPLEMENTING APPROVAL. CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN ITS SOLE DISCRETION, MAY ELECT TO TRANSFER THE MAINTENANCE OBLIGATION TO THE TEN TRAILS COMMUNITY COUNCIL OR OTHER ACCEPTABLE ENTITY FOLLOWING ITS INITIAL THREE YEAR OBLIGATION.

A PERMANENT PUBLIC ACCESS EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE PUBLIC OVER TRACTS C, E, J, L, M, N, O, P, TRAILS SHALL BE CONSTRUCTED AND MAINTAINED AS DIRECTED IN THE VILLAGES MPD DEVELOPMENT AGREEMENT, RECORDED UNDER RECORDING NUMBER 20120130000655 AND AMENDED UNDER RECORDING NUMBERS 20120906000761, 201209060000763, 20140103000655 AND 2014112001375. MAINTENANCE SHALL BE THE OBLIGATION OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION.

A 21-FOOT PEDESTRIAN ACCESS EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE PUBLIC OVER TRACT R AS SHOWN HEREON FOR PEDESTRIAN ACCESS TO TRACT Q, A SENSITIVE AREA AND BUFFER TRACT, AS REQUIRED BY SECTION 9.9.1 OF THE VILLAGES MPD DEVELOPMENT AGREEMENT, RECORDED UNDER RECORDING NUMBER 20120130000655 AND AMENDED UNDER RECORDING NUMBERS 20120906000762, 20120906000763, 20140103000655 AND 2014112001375. MAINTENANCE SHALL BE THE OBLIGATION OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION.

THIS SUBDIVISION, DEDICATION AND WAIVER OF CLAIMS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER.

A TEMPORARY EASEMENT IS HEREBY GRANTED AND CONVEYED TO PUBLIC SAFETY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, THE CITY OF BLACK DIAMOND POLICE DEPARTMENT, MOUNTAIN VIEW FIRE AND RESCUE, AND KING COUNTY MEDIC ONE, OVER TRACT T FOR THE PURPOSE OF MONITORING AND ENFORCING TRAFFIC AND SAFETY LAWS AND REGULATIONS AND PROVIDING EMERGENCY RESPONSE SERVICES. THIS EASEMENT SHALL AUTOMATICALLY TERMINATE ABSOLUTELY AND FOREVER AT SUCH TIME AS TRACT T IS DEDICATED TO THE CITY OF BLACK DIAMOND AS PUBLIC RIGHT-OF-WAY, WITHOUT ANY FURTHER ACTION FROM ANY PARTY.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: OAKPOINTE LLC, A LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
BRIAN ROSS, MANAGER

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KING } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED BRIAN ROSS, KNOWN TO ME TO BE THE MANAGER OF OAKPOINTE LLC, THE MANAGER OF CCD BLACK DIAMOND PARTNERS LLC, THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

SIGNATURE OF _____ DATE _____
NOTARY PUBLIC

MY APPOINTMENT EXPIRES _____

COUNCIL APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF 2017.

COUNCIL RESOLUTION NUMBER _____

MAYOR, CITY OF BLACK DIAMOND

STATE OF WASHINGTON }
COUNTY OF KING }

THIS IS TO CERTIFY THAT ON THIS DAY, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED CAROL BENSON TO ME KNOWN TO BE THE MAYOR OF THE CITY OF BLACK DIAMOND THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CITY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY APPOINTMENT EXPIRES _____

PUBLIC WORKS DIRECTOR

THE PUBLIC WORKS DIRECTOR FOR THE CITY OF BLACK DIAMOND HAS APPROVED THE SURVEY DATA, THE LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHTS OF WAYS, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEM AND OTHER STRUCTURES.

EXAMINED AND APPROVED THIS _____ DAY OF 2017.

PUBLIC WORKS DIRECTOR

COMMUNITY DEVELOPMENT DIRECTOR

EXAMINED AND APPROVED THIS _____ DAY OF 2017.

COMMUNITY DEVELOPMENT DIRECTOR

TREASURER CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE, ARE PAID IN FULL.

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2017.

TREASURER

DEPUTY

DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2017.

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

FIRE CHIEF APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2017.

CITY OF BLACK DIAMOND FIRE CHIEF

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

LOTS A, B, C AND H OF CITY OF BLACK DIAMOND LOT LINE ADJUSTMENT NO. PLN16-0060, AS RECORDED UNDER RECORDING NO. 20170517900001, RECORDS OF KING COUNTY, WASHINGTON;

AND LOTS 5 AND 7 OF CITY OF BLACK DIAMOND LOT LINE ADJUSTMENT NO. PLN14-0021, AS RECORDED UNDER RECORDING NO. 20140926900012, RECORDS OF KING COUNTY, WASHINGTON

AND LOT 8 OF CITY OF BLACK DIAMOND LOT LINE ADJUSTMENT NO. PLN12-0013, AS RECORDED UNDER RECORDING NO. 20120906900006, RECORDS OF KING COUNTY, WASHINGTON;

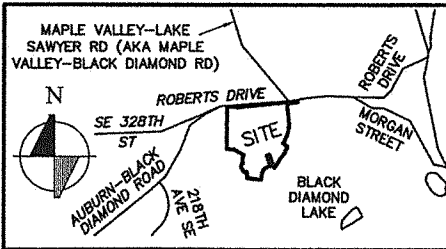
ALL SITUATE IN THE CITY OF BLACK DIAMOND, COUNTY OF KING, STATE OF WASHINGTON.

ORIGINAL TAX PARCEL NUMBERS

152106-9098, 152106-9099, 152106-9100, 152106-9101, 152106-9102, 152106-9103, 152106-9104, 152106-9105

VICINITY MAP

N.T.S.



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF TEN TRAILS, PP1A DIVISION 1 CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CCD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND SAID SURVEY WAS BASED UPON AN ACTUAL SURVEY OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED; THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT; THAT (1) MONUMENTS AS DESCRIBED AND SHOWN HEREON, UNLESS STATED OTHERWISE HEREON, WILL BE OR HAVE BEEN SET AT ALL LOT CORNERS AS SHOWN; (2) MONUMENTS AS DESCRIBED AND SHOWN HEREON AS "SET" WILL BE OR HAVE BEEN SET; AND (3) ALL MONUMENTS DESCRIBED AND SHOWN HEREON THAT ARE SHOWN "TO BE SET" WITHIN THE RIGHT-OF-WAY, WITHIN AND WITHOUT THE BOUNDARY OF THIS SUBDIVISION, WILL BE SET AFTER THE STREET IS PAVED.



MARK S. HARRISON, PLS
SURVEYOR. CERTIFICATE NO. 21487
TRIAD
20300 WOODINVILLE SNOHOMISH RD NE
SUITE A-WOODINVILLE, WA 98072
PHONE: (425) 415-2000

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF TRIAD THIS _____ DAY OF _____, 2017, AT _____ MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____, RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS

TEN TRAILS, PP1A DIVISION 1

CITY OF BLACK DIAMOND
FILE NUMBER: PLN17-0049
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON

PORTION OF THE NE 1/4 OF NW 1/4, SE 1/4 OF NW 1/4, SW 1/4 OF NW 1/4, NW 1/4 OF SW 1/4, NE 1/4 OF SW 1/4, SE 1/4 OF SW 1/4 AND SW 1/4 OF SW 1/4 OF SECTION 15, TOWNSHIP 21 N., RANGE 6 E., W.M. CITY OF BLACK DIAMOND, WA

JOB NO 16-001

SHEET 1 OF 8

VOL/PG



triad

20300 Woodinville Snohomish Rd NE
Suite A • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059
w: triadassociates.net

TEN TRAILS

PP1A DIVISION 1

PORTION OF THE NW 1/4 AND THE SW 1/4 OF SECTION 15, TOWNSHIP 21 N., RANGE 6 E., W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG

EASEMENT PROVISIONS

EASEMENT PROVISIONS

PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO PUGET SOUND ENERGY, ANY TELEPHONE COMPANY, ANY CABLE TELEVISION COMPANY, ANY BROADBAND OR TELECOMMUNICATIONS COMPANY, CITY OF BLACK DIAMOND AND ITS SUCCESSORS AND ASSIGNS, UNDER AND UPON TRACTS T, B, C, D, E, F, I, J, K, L AND S ALL LOTS DESIGNATED WITH A STRIP FOR PUBLIC UTILITY EASEMENTS IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, CATCH BASINS, MANHOLES, CLEANOUTS, WIRES, WATER METERS AND FIRE HYDRANTS WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, SEWER, STORM AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS, AND SPACES AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THE LANDS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

ALL PRIVATE STORM DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, TO THE APPLICABLE ASSOCIATION FOR THE PURPOSES OF OPERATING, MAINTAINING, REPAIRING AND RENEWING THE PRIVATE STORM DRAINAGE FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 3 OF 8.

IN ADDITION THE APPLICABLE ASSOCIATION SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RENEWING ALL PRIVATE STORM DRAINAGE FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION LYING WITHIN THE TRACTS OWNED BY SUCH ASSOCIATION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 3 OF 8.

ALL PRIVATE SANITARY SEWER EASEMENTS SHOWN HEREON ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, TO THE APPLICABLE ASSOCIATION FOR THE PURPOSES OF OPERATING, MAINTAINING, REPAIRING AND RENEWING THE PRIVATE SANITARY SEWER FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 3 OF 8.

IN ADDITION THE APPLICABLE ASSOCIATION SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RENEWING ALL PRIVATE SANITARY SEWER FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION LYING WITHIN THE TRACTS OWNED BY SUCH ASSOCIATION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 3 OF 8.

ALL PRIVATE WATER LINE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, TO THE APPLICABLE ASSOCIATION FOR THE PURPOSES OF OPERATING, MAINTAINING, REPAIRING AND RENEWING THE PRIVATE WATERLINES AND APPURTENANCES LOCATED BETWEEN THE PUBLIC WATER LINE AND THE WATER METERS, INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 3 OF 8.

IN ADDITION THE APPLICABLE ASSOCIATION SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RENEWING ALL PRIVATE WATERLINES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION LYING WITHIN THE TRACTS OWNED BY SUCH ASSOCIATION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 3 OF 8.

ALL SINGLE FAMILY RESIDENTIAL LOTS SHALL BE SUBJECT TO AN EASEMENT 2.5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT LINES, AND 5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL REAR LOT LINES, FOR THE PURPOSE OF PRIVATE DRAINAGE. IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS DERIVING BENEFIT FROM SAID EASEMENT. NO STRUCTURES OTHER THAN FENCES SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

RESTRICTIONS

1. FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

2. NO LOT OR PORTION OF A LOT IN THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT IN WHICH LOCATED.

3. DECORATIVE TYPE ENTRIES, EITHER FOR BEAUTIFICATION OR ADVERTISEMENT OF THIS PLAT, SHALL NOT UNDER ANY CIRCUMSTANCES BE PLACED IN PUBLIC RIGHT OF WAY.

4. THIS PLAT, EXCEPT LOTS 86 THROUGH 79, INCLUSIVE, AND 82 ARE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION AS RECORDED UNDER KING COUNTY RECORDING NO. _____

5. LOTS 66 THROUGH 79, INCLUSIVE, AND TRACT S ARE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE TEN TRAILS COMMERCIAL OWNERS ASSOCIATION AS RECORDED UNDER KING COUNTY RECORDING NO. _____

6. THIS PLAT, EXCEPT FOR LOT 82, IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE TEN TRAILS COMMUNITY COUNCIL AS RECORDED UNDER KING COUNTY RECORDING NO. _____

INSTRUMENTATION NOTE

PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA SR 9500 EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING A 1 MINUTE THEODOLITE AND ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.

MONUMENT NOTE

PROPERTY CORNERS SHALL BE SET AS FOLLOWS UNLESS OTHERWISE SPECIFIED.
A) SET 1/2" X 24" REBAR WITH CAP "LS NO. 21467" AT A TWENTY-FOOT OFFSET FROM THE FRONT LOT CORNERS.
B) SET 1/2" X 24" REBAR WITH CAP "LS NO. 21467" AT ALL SIDE AND REAR LOT CORNERS.

ADDRESSING NOTE

ADDRESSES FOR INDIVIDUAL LOTS HAVE BEEN SHOWN ON THIS PLAT PURSUANT TO BDMC 17.20.020.0. OF THE VESTED CODE, BUT THESE ADDRESSES WERE ASSIGNED WITHOUT BUILDING OR SITE PLANS AVAILABLE FOR EACH LOT. ANY ADDRESS CHANGES REQUIRED SUBSEQUENT TO RECORDING OF THIS FINAL PLAT SHALL NOT CONSTITUTE A PLAT ALTERATION AS DEFINED IN BDMC 17.20.090.8. OF THE VESTED CODE. REFER TO THE CITY OF BLACK DIAMOND (OR ITS SUCCESSOR AGENCY) BUILDING OR PLANNING DEPARTMENT RECORD ADDRESSES TO CONFIRM BUILDING ADDRESSES.

EXCEPTIONS NOTED IN TITLE REPORT

(TITLE NOTES CORRESPONDING TO PARAGRAPH NUMBERS FROM SCHEDULE A, PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, SUBDIVISION GUARANTEE NO. WA-FBCM-IMP-27WAG14-1-17-20375399, DATED JUNE 22, 2017 AT 8:00 AM.

13. RIGHTS OF THE PUBLIC, IF ANY, AS TO THAT PORTION OF THE PROPERTY LYING WITHIN AUBURN-BLACK DIAMOND ROAD CREATED BY ORDER OF ESTABLISHMENT, JUNE 30, 1914.

14. PEDESTRIAN, BICYCLE, EQUESTRIAN TRAIL EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: KING COUNTY
AREA AFFECTED: A PORTION OF PARCEL B
RECORDED: MARCH 23, 2006
RECORDING NO.: 20060323001825

15. MITIGATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: APRIL 22, 2011
RECORDING NO.: 20110422000249
REGARDING: TRAFFIC

16. COMPREHENSIVE SCHOOL MITIGATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JUNE 24, 2011
RECORDING NO.: 20110624001156
AND AMENDMENTS THERETO:
RECORDED: JANUARY 30, 2015
RECORDING NO.: 20150130000466

17. THE VILLAGES MPD DEVELOPMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JANUARY 30, 2012
RECORDING NO.: 20120130000655

AND AMENDMENTS THERETO:

RECORDED: SEPTEMBER 6, 2012, JANUARY 3, 2014 AND NOVEMBER 12, 2014
RECORDING NO.: 20120906000762, 20120906000763, 20140103000655 AND 20141112001375

19. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND ENERGY, INC.
PURPOSE: TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY
AREA AFFECTED: A PORTION OF PARCELS B AND C
RECORDED: JANUARY 28, 2016
RECORDING NO.: 20160128000866

CONTAINS COVENANT PROHIBITING STRUCTURES OVER SAID EASEMENT OR OTHER ACTIVITY WHICH MIGHT ENDANGER THE UNDERGROUND SYSTEM.

20. TEMPORARY USE EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
AREA AFFECTED: A PORTION OF PARCEL B
RECORDED: JULY 26, 2016
RECORDING NO.: 20160726000963

21. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND ENERGY, INC.
PURPOSE: TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY
AREA AFFECTED: A PORTION OF PARCELS B AND C
RECORDED: AUGUST 12, 2016
RECORDING NO.: 20160812001925

CONTAINS COVENANT PROHIBITING STRUCTURES OVER SAID EASEMENT OR OTHER ACTIVITY WHICH MIGHT ENDANGER THE UNDERGROUND SYSTEM.

22. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND ENERGY, INC.
PURPOSE: TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: MAY 18, 2017
RECORDING NO.: 20170518000241

CONDITIONS FOR FINAL PLAT

1. SEPA MITIGATION MEASURE #1: THE APPLICANT SHALL CONSTRUCT A SAFE PEDESTRIAN CONNECTION ACROSS ROCK CREEK FOR PEDESTRIAN LINKAGE TO MORGANVILLE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY OF THE 200TH DWELLING UNIT FOR THE VILLAGES MPD. IN LIEU OF CONSTRUCTION, THE CITY SHALL HAVE A FINANCIAL COMMITMENT IN PLACE TO COMPLETE THE IMPROVEMENTS WITHIN SIX YEARS OF PP1A APPROVAL.

2. PRELIMINARY PLAT CONDITION #17: PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE 726TH ERU (EQUIVALENT RESIDENTIAL UNIT), THE PROponent SHALL CONSTRUCT A SINGLE-LANE ROUNDABOUT AT THE REALIGNED INTERSECTION OF LAKE SAWYER RD. SE AND SE AUBURN-BLACK DIAMOND RD. (ROBERTS DR.)

3. PRELIMINARY PLAT CONDITION #18: PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE 327TH ERU (EQUIVALENT RESIDENTIAL UNIT), THE PROponent SHALL INSTALL A TRAFFIC SIGNAL AT THE INTERSECTION OF SE AUBURN-BLACK DIAMOND RD. (ROBERTS DR.) AND VILLAGE PL. SE (AKA MAIN ST.).

4. PRELIMINARY PLAT CONDITION #19: PRIOR TO THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE 1,128TH ERU (EQUIVALENT RESIDENTIAL UNIT), THE PROponent SHALL CONSTRUCT A SINGLE-LANE ROUNDABOUT AT THE INTERSECTION OF SE AUBURN-BLACK DIAMOND RD. (ROBERTS DR.) AND VILLAGES PARKWAY SE (AKA COMMUNITY CONNECTOR "A").

5. PRELIMINARY PLAT CONDITION #20: THE PROponent SHALL MODEL AND MONITOR TRAFFIC AT THE MIDPOINT OF OCCUPANCY FOR PHASE 1A (596TH EQUIVALENT RESIDENTIAL UNIT)* AND DETERMINE WHAT ADDITIONAL REQUIREMENTS MAY BE NECESSARY TO COMPLY WITH THE TRANSPORTATION CONCURRENCY REQUIREMENTS OF THE COMPREHENSIVE PLAN. *THE MIDPOINT OF OCCUPANCY FOR PHASE 1A WAS REDUCED FROM 596 EQUIVALENT RESIDENTIAL UNITS TO 514 EQUIVALENT RESIDENTIAL UNITS AS A RESULT OF CITY OF BLACK DIAMOND PLAT ALTERATION PLN16-0059.

6. PRELIMINARY PLAT CONDITION #24: ALL ALLEYS SHALL BE POSTED "NO-PARKING" WITH SIGNAGE ACCORDING TO THE INTERNATIONAL FIRE CODE; PROVISIONS FOR ENFORCEMENT OF THESE NO PARKING ZONES SHALL BE DEFINED AND ACCEPTED BY THE DESIGNATED OFFICIAL PRIOR TO FINAL PLAT APPROVAL OF ANY PLAT DIVISION IN WHICH ALLEYS ARE PROVIDED.

7. PURSUANT TO PRELIMINARY PLAT CONDITION #28 AND ASSOCIATED DEVELOPMENT AGREEMENT SECTION 13.4, THE DESIGN AND SITE SELECTION OF A SATELLITE FIRE STATION SHALL OCCUR AND BE MUTUALLY AGREED TO BY THE CITY AND MASTER DEVELOPER NO LATER THAN THE TIME OF ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 250TH DWELLING UNIT.

8. PRELIMINARY PLAT CONDITION #34: THE MASTER DEVELOPER SHALL COMPLY WITH EXHIBIT Q ("MAPLE VALLEY TRANSPORTATION MITIGATION AGREEMENT") OF VILLAGES DA.

9. PRELIMINARY PLAT CONDITION #35: THE MASTER DEVELOPER SHALL COMPLY WITH EXHIBIT R ("COVINGTON TRANSPORTATION MITIGATION AGREEMENT") OF VILLAGES DA.

10. PRELIMINARY PLAT CONDITION #51: ON THE FACE OF EACH PLAN SET FOR BUILDING AND UTILITY PERMITS IN PP1A, THE DRC (IN CONJUNCTION WITH THEIR NOTIFICATION OF APPROVAL TO THE CITY) SHALL INCLUDE THE FOLLOWING SEWAGE FLOW INFORMATION AS APPLICABLE; THE TOTAL BUILDING SQUARE FOOTAGE INCLUDED IN THAT APPLICATION, THE NUMBER OF FIXTURE UNITS, THE AVERAGE DRY WEATHER FLOW (ADWF), AND THE PEAK WET WEATHER FLOW (PWWF) ASSOCIATED WITH THE IMPROVEMENTS IN THAT APPLICATION. THE INFORMATION SHALL BE IN TABULAR FORM.

11. PRELIMINARY PLAT CONDITION #61: ALL IMPLEMENTING PROJECTS AND PERMITS FOR PP1A SHALL COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THE TRAFFIC IMPACT STUDY PREPARED BY TRANSPO GROUP DATED FEBRUARY 2011, UPDATED ON MAY 15, 2012, AND APPROVED BY THE CITY ON AUGUST 30, 2012.



TEN TRAILS, PP1A DIVISION 1

CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



20300 Woodinville Snohomish Rd NE
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w: triadassociates.net

JOB NO 16-001

SHEET 2 OF 8

VOL/PG

CITY OF BLACK DIAMOND FILE NO. PLN17-0049

TEN TRAILS

PP1A DIVISION 1

PORTION OF THE NW 1/4 AND THE SW 1/4 OF SECTION 15, TOWNSHIP 21 N., RANGE 6 E., W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG

CITY OF BLACK DIAMOND CONDITIONS

MINE WORKING WARNING:

WARNING: THE CITY OF BLACK DIAMOND OVERLIES NUMEROUS MINE SHAFTS TUNNELS AND OTHER WORKINGS, THE EXACT LOCATION, DEPTH AND SIZE OF WHICH ARE UNKNOWN. THE LAND ENCOMPASSED BY THIS SUBDIVISION MAY OR MAY NOT OVERLIE SUCH A WORKINGS. IN APPROVING THIS SUBDIVISION, THE CITY OF BLACK DIAMOND MAKES NO REPRESENTATIONS AND ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE SUITABILITY OF THIS SITE FOR THE DEVELOPMENT CONTEMPLATED OR THE SUITABILITY OR INTEGRITY OF THE SUBSOIL AGAINST SUBSIDENCE OR COLLAPSE.

APPROVED MPD STATEMENT:

THIS PLAT IS PART OF AN APPROVED MASTER PLANNED DEVELOPMENT (MPD). ALL DEVELOPMENT AND CONSTRUCTION WITHIN THIS PLAT MUST BE CONSISTENT WITH THE APPLICABLE REQUIREMENTS OF THE MPD DEVELOPMENT AGREEMENT, MPD DESIGN STANDARDS, AND MITIGATION REQUIREMENTS. ALL BUILDING PERMIT APPLICATIONS MUST BE ACCOMPANIED BY WRITTEN DOCUMENTATION OF DRC APPROVAL AT THE TIME OF SUBMITTAL TO THE CITY.

GENERAL NOTES:

- 1) UNLESS OTHERWISE NOTED WITHIN THIS PLAT, ALL WATER AND SEWER PIPELINES WILL BE PUBLICLY OWNED AND OPERATED AND WILL BE WITHIN DEDICATED EASEMENT OR RIGHT OF WAY. STORMWATER PIPELINES MAY BE PRIVATELY OWNED AS LONG AS THE AREA SERVED BY THE PIPELINE IS ENTITLED BY EASEMENT AND OWNED BY THE APPLICABLE ASSOCIATION, PER THE TRACT TABLE ON SHEET 3 OF 8.
- 2) WATER CAPITAL FACILITY CHARGES AND SEWER CAPITAL FACILITY CHARGES SHALL NOT BE IMPOSED FOR DEVELOPMENT IN THIS PLAT.
- 3) ALL STORMWATER TREATMENT SYSTEMS SHALL BE OWNED BY THE APPLICABLE ASSOCIATION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 3 OF 8.
- 4) SCHOOL MITIGATION FEES SHALL BE DUE PRIOR TO BUILDING PERMIT ISSUANCE FOR EACH SINGLE FAMILY AND MULTI-FAMILY DWELLING UNIT. DURING THE FIRST FIVE YEARS FOLLOWING JANUARY 24, 2011, THE SCHOOL MITIGATION FEES SHALL BE \$4,670.00 PER SINGLE FAMILY UNIT AND \$1,501.00 PER MULTI-FAMILY UNIT. THEREAFTER, THE MITIGATION FEE SHALL BE THE RATE ADOPTED BY THE CITY OF BLACK DIAMOND SCHOOL IMPACT FEE OR SCHOOL MITIGATION FEE ORDINANCE, IF ANY, PROVIDED THAT THE MAXIMUM SCHOOL MITIGATION FEE DUE FOR EACH DWELLING UNIT SHALL BE \$12,453 PER SINGLE FAMILY DWELLING UNIT AND \$4,003 PER MULTI-FAMILY DWELLING UNIT, AS APPLICABLE, BUT IN NO EVENT, EVEN IN THE ABSENCE OF A SCHOOL IMPACT FEE OR MITIGATION FEE ORDINANCE, SHALL THE MITIGATION FEES BE LESS THAN \$7,783.00 PER SINGLE FAMILY DWELLING UNIT AND \$2,502.00 PER MULTI-FAMILY DWELLING UNIT.
- 5) IN THE EVENT THAT THE APPLICABLE ASSOCIATION FAILS TO PERFORM ANY MAINTENANCE OF PRIVATE ALLEY, AUTO COURT OR PUBLIC STREET-SIDE LANDSCAPING FEATURE AS REQUIRED BY SECTION 5.5.7 OF THE VILLAGES MPD DEVELOPMENT AGREEMENT AND, AS A RESULT, THE CITY OF BLACK DIAMOND PERFORMS SAID MAINTENANCE, THE LOT OWNERS OF THE PLAT ACKNOWLEDGE AND AGREE ON BEHALF OF THEMSELVES AND ALL SUCCESSORS AND ASSIGNS THAT, IF NOT PAID WITHIN THIRTY (30) DAYS OF INVOICING BY THE CITY, THE CITY'S TOTAL COST ARISING FROM THE CITY'S PERFORMANCE OF SAID REQUIRED LANDSCAPING MAINTENANCE PLUS ANY PENALTIES AND INTEREST THEREON AS PROVIDED BY THE VILLAGES MPD DEVELOPMENT AGREEMENT RECORDED UNDER KING COUNTY RECORDING NO. 20120130000655 SHALL BE A LIEN AGAINST ALL PROPERTY, INCLUDING INDIVIDUAL LOTS, WITHIN THIS PLAT, AND SAID LIEN MAY BE FORECLOSED IN THE SAME MANNER PROVIDED FOR THE FORECLOSURE OF LIENS FOR UNPAID SEWER RATES AND CHARGES SET FORTH IN RCW 35.67.220 - .280, AS AMENDED.
- 6) IN THE EVENT THAT THE APPLICABLE ASSOCIATION FAILS TO PERFORM ANY MAINTENANCE OF PRIVATE STREET, ALLEY, OR AUTO COURT AS REQUIRED BY SECTION 6.5 OF THE VILLAGES MPD DEVELOPMENT AGREEMENT RECORDED UNDER KING COUNTY RECORDING NO. 20120130000655 AND, AS A RESULT, THE CITY OF BLACK DIAMOND PERFORMS SAID REQUIRED MAINTENANCE, THE LOT OWNERS OF THE PLAT ACKNOWLEDGE AND AGREE ON BEHALF OF THEMSELVES AND ALL SUCCESSORS AND ASSIGNS THAT, IF NOT PAID WITHIN THIRTY (30) DAYS OF INVOICING BY THE CITY, THE CITY'S TOTAL COST ARISING FROM THE CITY'S PERFORMANCE OF SAID REQUIRED PRIVATE STREET MAINTENANCE PLUS ANY PENALTIES AND INTEREST THEREON AS PROVIDED BY THE VILLAGES MPD DEVELOPMENT AGREEMENT SHALL BE A LIEN AGAINST ALL PROPERTY, INCLUDING INDIVIDUAL LOTS, WITHIN THIS PLAT, AND SAID LIEN MAY BE FORECLOSED IN THE SAME MANNER PROVIDED FOR THE FORECLOSURE OF LIENS FOR UNPAID SEWER RATES AND CHARGES SET FORTH IN RCW 35.67.220 - .280, AS AMENDED.
- 7) ANY STRUCTURE (INCLUDING RETAINING WALLS 4 FEET OR TALLER) ADJACENT TO A SENSITIVE AREAS SETBACK SHALL COMPLY WITH THE CITY OF BLACK DIAMOND SENSITIVE AREAS ORDINANCE AS FOUND IN EXHIBIT E OF THE VILLAGES MPD DEVELOPMENT AGREEMENT, RECORDED UNDER KING COUNTY RECORDING NUMBER 20120130000655.
- 8) ALL BIO-RETENTION CELLS (RAIN GARDENS) WITH APPURTENANT STORM CONVEYANCE SYSTEMS DRAINING TO THEM, WHETHER IN PUBLIC OR PRIVATE PROPERTY, SHALL BE MAINTAINED BY THE APPLICABLE ASSOCIATION, PURSUANT TO A ROAD SECTION DEVIATION DETERMINATION APPROVED BY THE CITY OF BLACK DIAMOND PUBLIC WORKS DIRECTOR ON JULY 27, 2012 FOR VILLAGES PHASE 1A PRELIMINARY PLAT, CITY FILE NUMBER PUB12-0024 IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 3 OF 8.

CONSERVATION EASEMENT DEED
PARTIAL RELINQUISHMENT

THE CITY OF BLACK DIAMOND HEREBY AMENDS THAT CERTAIN CONSERVATION EASEMENT DEED RECORDED UNDER KING COUNTY RECORDING NO. 20060323001818 (THE "CED") AS FOLLOWS:

TRACTS A, C, E, G, H, J, L, M, N, O, P, Q, V AND W ARE HEREBY ESTABLISHED AS AND DECLARED TO BE "CONSERVATION ZONES," AS DEFINED IN THE CED.

TRACTS A, C, E, G, H, J, L, M, N, O, P AND Y ARE LANDSCAPED AREAS CONSISTING OF 94,833 SQUARE FEET, WHICH PROVIDE PERMANENT PUBLIC ACCESS AND TRAILS. SAID TRACTS PROTECT AND CONSERVE THE CONSERVATION VALUES IDENTIFIED IN PARAGRAPH 2.3 OF THE CED BY ENHANCING THE VALUE TO THE PUBLIC OF ABUTTING OR NEIGHBORING PARKS OR OTHER OPEN SPACE.

TRACT Q IS A SENSITIVE AREA TRACT CONSISTING OF 166,850 SQUARE FEET, WHICH PROTECTS AND CONSERVES THE CONSERVATION VALUES IDENTIFIED IN PARAGRAPH 2.3 OF THE CED BY CONSERVING WETLANDS.

TRACTS V AND W ARE NATURAL LANDSCAPE AREAS CONSISTING OF 26,122 SQUARE FEET. SAID TRACTS PROTECT AND CONSERVE THE CONSERVATION VALUES IDENTIFIED IN PARAGRAPH 2.3 OF THE CED BY ENHANCING THE VALUE TO THE PUBLIC OF ABUTTING OR NEIGHBORING PARKS OR OTHER OPEN SPACE.

THE 100 FOOT PEDESTRIAN, BICYCLE, EQUESTRIAN TRAIL CORRIDOR DEPICTED ON SHEET 4 OF THE PLAT AND RECORDED UNDER KING COUNTY RECORDING NO. 20060323001825 CONSISTS OF 156,823 SQUARE FEET, WHICH SHALL BE INCLUDED IN THE CALCULATION OF THE FINAL CONSERVATION ZONE ACREAGE REQUIRED BY THE CED PURSUANT TO CED EXHIBIT B, PARAGRAPH 4(F).

THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE PRESERVATION AND PROTECTION OF THE CONSERVATION VALUES OF THE CONSERVATION ZONE ESTABLISHED HEREBY, AND THE CITY OF BLACK DIAMOND SHALL HAVE THE RIGHT TO ENFORCE SUCH PRESERVATION AND PROTECTION, PURSUANT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION AS RECORDED UNDER KING COUNTY RECORDING NO.

THE CITY OF BLACK DIAMOND HEREBY TERMINATES AND RELEASES ALL OF ITS RIGHT, TITLE AND INTEREST IN THE CED WITH RESPECT TO ALL PROPERTY IN THE PLAT NOT EXPRESSLY ESTABLISHED AS CONSERVATION ZONES HEREIN. THIS RELEASE IS INTENDED TO REMOVE THE CED FROM TITLE TO ALL PROPERTY IN THE PLAT NOT EXPRESSLY ESTABLISHED AS CONSERVATION ZONES HEREIN. THIS RELEASE IS AN ADDENDUM TO THE CED.

UPON RECORDING OF THIS RELEASE, THE TOTAL SIZE OF THE CONSERVATION ZONES ESTABLISHED WITHIN THE PLAT AND THE REMAINING MINIMUM SIZE OF CONSERVATION ZONES TO BE ESTABLISHED SUBSEQUENTLY ARE AS FOLLOWS:

SOURCE OF REQUIREMENT: TABLE 9-1 OF THE VILLAGES DEVELOPMENT AGREEMENT	TOTAL CZ ACREAGE REQUIRED	TOTAL CZ ACREAGE ESTABLISHED BY PLAT OF TEN TRAILS	REMAINING MINIMUM CZ ACREAGE TO BE ESTABLISHED BY FUTURE PLATS WITHIN THE WEST ANNEXATION AREA
CED	63.3 ACRES	7.44	55.86

TRACT AREAS

TRACT NO.	AREA	USE	TYPE OF PARK	GRANTED AND CONVEYED TO
A	913 SF	LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
B	5,279 SF	UTILITY, ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
C	13,084 SF	UTILITY, PEDESTRIAN ACCESS, PARK TRACT AND LANDSCAPE	COMMON GREEN	TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
D	5,235 SF	UTILITY, ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
E	20,534 SF	UTILITY, PEDESTRIAN ACCESS, PARK TRACT AND LANDSCAPE	COMMON GREEN/ COMMUNITY TRAIL	TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
F	5,997 SF	UTILITY, ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
G	963 SF	LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
H	1,079 SF	LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
I	7,113 SF	UTILITY, ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
J	25,667 SF	UTILITY, PEDESTRIAN ACCESS, PARK TRACT AND LANDSCAPE	COMMON GREEN	TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
K	7,709 SF	UTILITY, ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
L	12,987 SF	UTILITY, PEDESTRIAN ACCESS, PARK TRACT AND LANDSCAPE	POCKET PARK	TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
M	1,575 SF	PEDESTRIAN ACCESS, LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
N	1,313 SF	PEDESTRIAN ACCESS, LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
O	1,575 SF	PEDESTRIAN ACCESS, LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
P	1,575 SF	PEDESTRIAN ACCESS, LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
Q	166,850 SF	SENSITIVE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
R	2,445,659 SF	FUTURE DEVELOPMENT		COD BLACK DIAMOND PARTNERS LLC
S	36,353 SF	UTILITY, ACCESS		TEN TRAILS COMMERCIAL OWNERS ASSOCIATION
T	274,489 SF	PRIVATE ROAD, PUBLIC UTILITY TRACT AND FUTURE PUBLIC RIGHT OF WAY DEDICATION		TEN TRAILS COMMUNITY COUNCIL
U	354,108 SF	FUTURE DEVELOPMENT		COD BLACK DIAMOND PARTNERS LLC
V	4,144 SF	NATURAL LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
W	21,978 SF	NATURAL LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
X	243 SF	OPEN SPACE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
Y	13,568 SF	LANDSCAPE/UTILITY		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION

OPEN SPACE TABLE

	GROSS ACRES	BDUGAA/ OPEN SPACE REQUIREMENT	MPD REQUIREMENT (IF APPLICABLE)	REQUIRED OPEN SPACE	OPEN SPACE PROVIDED IN PLAT	REMAINING OPEN SPACE REQUIRED
WEST ANNEXATION AREA		63.3	0	63.3	0.02 (ACTIVE) 7.42 (PASSIVE)	55.86
PARCEL C	54.62					
PARCEL D	225.99					
PARCEL G	8.06					
TOTAL IN CITY/UGA MPD OPEN SPACE	1196.40	145	336.4	481.4	0.02 (ACTIVE) 7.42 (PASSIVE)	473.96

LOT AREAS

LOT NO.	AREA	LOT NO.	AREA	LOT NO.	AREA	LOT NO.	AREA
1	3,799 SF	22	5,661 SF	43	4,200 SF	64	4,725 SF
2	3,600 SF	23	4,500 SF	44	4,200 SF	65	5,656 SF
3	3,600 SF	24	4,500 SF	45	4,200 SF	66	40,049 SF
4	3,600 SF	25	4,573 SF	46	4,200 SF	67	42,031 SF
5	4,050 SF	26	5,944 SF	47	4,214 SF	68	28,320 SF
6	4,486 SF	27	4,402 SF	48	4,952 SF	69	77,120 SF
7	5,302 SF	28	3,599 SF	49	4,349 SF	70	35,110 SF
8	3,976 SF	29	3,600 SF	50	4,200 SF	71	59,570 SF
9	4,050 SF	30	3,600 SF	51	4,200 SF	72	25,782 SF
10	4,050 SF	31	3,600 SF	52	4,200 SF	73	30,859 SF
11	4,547 SF	32	3,603 SF	53	4,200 SF	74	19,566 SF
12	3,898 SF	33	4,382 SF	54	4,200 SF	75	62,582 SF
13	4,050 SF	34	5,181 SF	55	4,200 SF	76	34,396 SF
14	4,050 SF	35	4,938 SF	56	4,200 SF	77	102,272 SF
15	4,411 SF	36	4,200 SF	57	4,725 SF	78	80,994 SF
16	5,349 SF	37	4,200 SF	58	5,250 SF	79	14,920 SF
17	5,705 SF	38	4,200 SF	59	4,725 SF	80	108,287 SF
18	4,500 SF	39	4,725 SF	60	4,200 SF	81	135,997 SF
19	4,050 SF	40	5,562 SF	61	4,200 SF	82	435,630 SF
20	4,050 SF	41	5,877 SF	62	4,200 SF	83	110,578 SF
21	4,374 SF	42	4,725 SF	63	4,725 SF		



TEN TRAILS, PP1A DIVISION 1

CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



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w: triadassociates.net

JOB NO 16-001

SHEET 3 OF 8

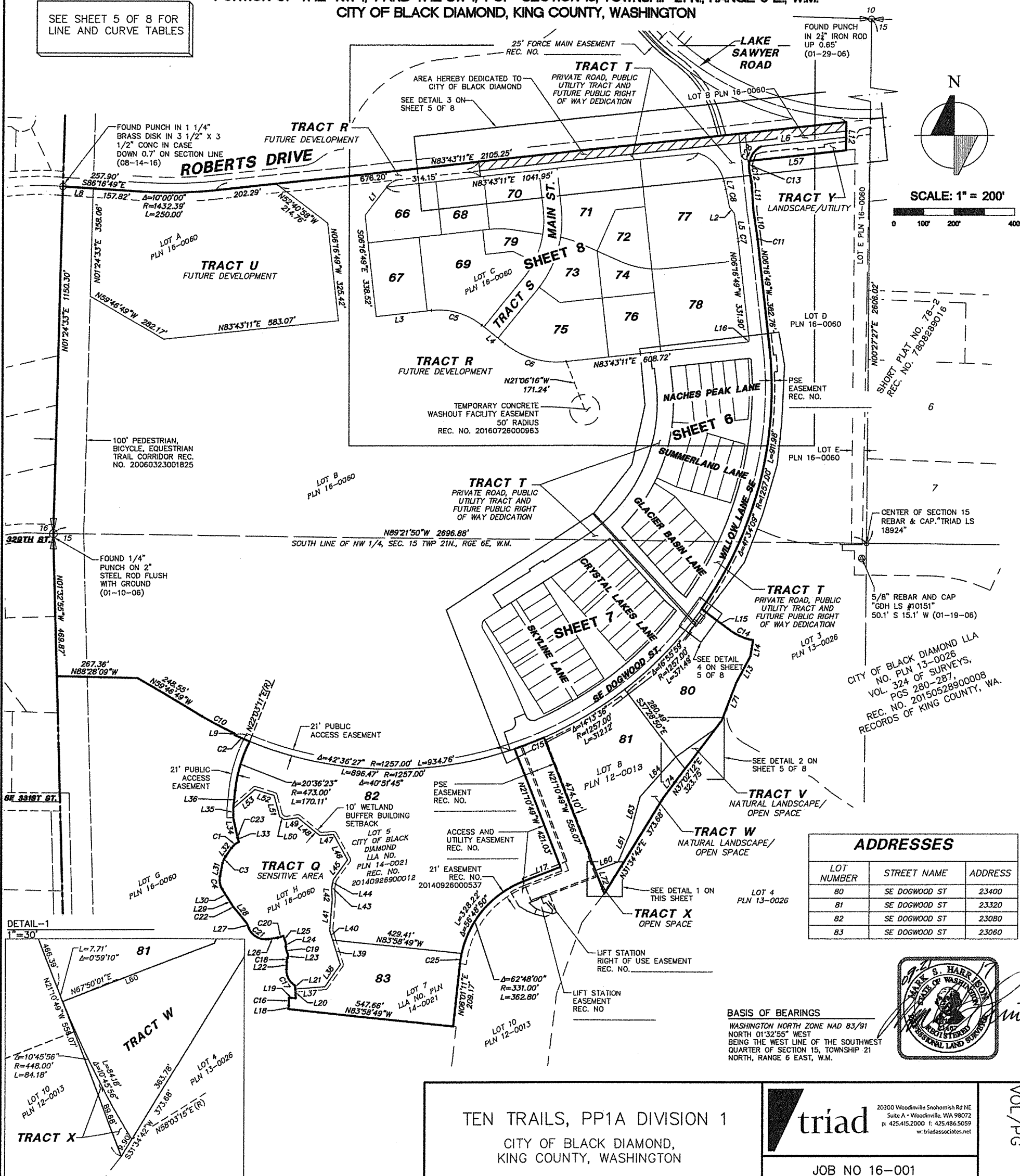
CITY OF BLACK DIAMOND FILE NO. PLN17-0049

VOL/PG

VOL/PG

PORTION OF THE NW 1/4 AND THE SW 1/4 OF SECTION 15, TOWNSHIP 21 N., RANGE 6 E., W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

SEE SHEET 5 OF 8 FOR
LINE AND CURVE TABLES



CITY OF BLACK DIAMOND FILE NO. PLN17-0049

TEN TRAILS, PP1A DIVISION 1
CITY OF BLACK DIAMOND,
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JOB NO 16-001
SHEET 4 OF 8

VOL/PAGE

TEN TRAILS

VOL/PG

PP1A DIVISION 1

PORTION OF THE NW 1/4 AND THE SW 1/4 OF SECTION 15, TOWNSHIP 21 N., RANGE 6 E., W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

LINE AND CURVE TABLES FOR SHEETS 4 AND 5

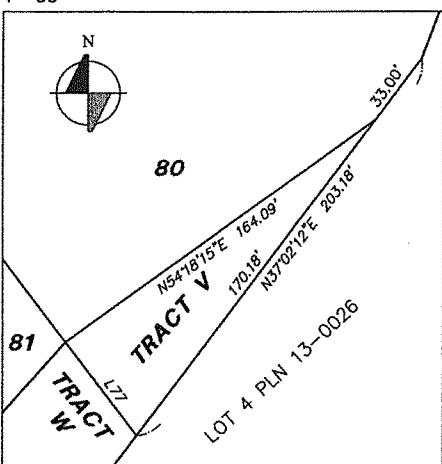
LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S37°19'02"W	117.36'	L25	N19°11'07"W	23.70'	L49	N81°50'59"E	45.00'
L2	N39°54'20"W	25.10'	L26	N81°26'49"E	30.57'	L50	N57°28'57"W	18.71'
L3	N83°43'11"E	185.17'	L27	N20°47'30"W	15.07'	L51	N15°06'09"W	72.51'
L4	N51°04'49"W	100.40'	L28	N39°49'24"W	67.36'	L52	N72°46'07"W	66.06'
L5	N8°24'16"W	83.76'	L29	N32°26'55"W	27.52'	L53	N49°33'54"E	94.87'
L6	N83°43'11"E	283.66'	L30	N31°52'26"W	38.44'	L54	S6°15'40"E	20.00'
L7	N12°57'55"W	27.44'	L31	N11°07'11"E	43.73'	L55	S0°27'27"W	64.45'
L8	N86°16'49"W(R)	100.08'	L32	N35°28'14"E	34.62'	L56	N6°15'40"W	30.00'
L9	N24°33'05"E	5.00'	L33	N15°53'08"W	13.92'	L57	N83°43'11"E	321.03'
L10	N8°24'16"W(R)	85.72'	L34	N12°20'30"W	65.14'	L58	S0°27'27"W	30.21'
L11	N3°28'00"W	93.11'	L35	N0°09'19"E	31.83'	L59	S6°15'40"E	50.00'
L12	N0°27'27"E	94.65'	L36	N6°01'13"E	59.44'	L60	N68°54'19"E	80.85'
L13	N27°56'40"E	100.29'	L37	N85°27'40"E	97.90'	L61	N22°44'05"E	107.21'
L14	N9°34'03"E	54.00'	L38	N34°39'05"E	89.43'	L62	S53°28'49"E	25.00'
L15	N53°28'49"W	120.09'	L39	N17°30'18"W	85.94'	L63	N14°47'30"E	121.49'
L16	N41°07'14"E	5.70'	L40	N17°30'18"W	33.47'	L64	N41°54'55"E	178.47'
L17	N68°49'11"E	130.83'	L41	N4°30'47"E	102.31'	L65	S0°27'27"W	20.14'
L18	N6°01'11"E	11.00'	L42	N3°08'28"W	34.34'	L67	S0°27'27"W	44.31'
L19	N83°58'49"W	23.48'	L43	N4°51'01"E	16.83'	L68	S36°33'14"W	28.50'
L20	N3°53'10"W	30.92'	L44	N14°07'58"E	17.56'	L69	N53°28'49"W	25.00'
L21	N3°53'10"W	11.80'	L45	N35°13'33"E	80.34'	L71	S20°52'36"W	131.62'
L22	N1°45'33"E	24.92'	L46	N29°04'41"W	95.74'	L72	S21°10'49"E	81.97'
L23	N14°47'12"E	10.87'	L47	N85°14'42"E	45.44'	L74	S37°02'12"W	120.57'
L24	N37°11'47"W	14.41'	L48	N50°42'46"W	92.71'	L77	S37°28'50"E	50.54'

LINE AND CURVE TABLES FOR SHEETS 6 AND 7

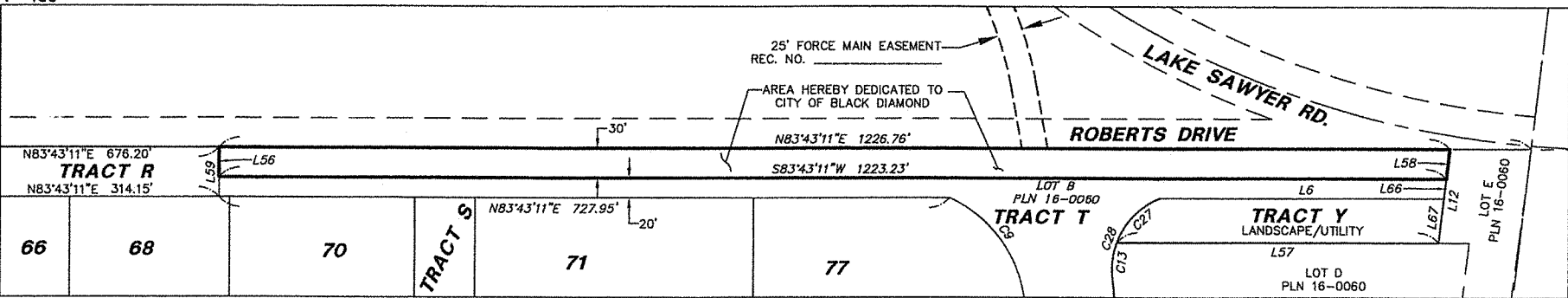
CURVE TABLE				CURVE TABLE				CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
C1	004°14'57"	1193.00'	88.47'	C20	017°55'38"	165.00'	51.63'	C39	007°40'11"	327.00'	43.77'
C2	000°57'38"	1193.00'	20.00'	C21	017°55'38"	185.00'	57.88'	C40	001°05'47"	327.00'	6.26'
C3	006°14'21"	310.00'	33.76'	C22	015°13'54"	165.00'	43.86'	C41	004°01'53"	452.00'	31.80'
C4	006°14'21"	290.00'	31.58'	C23	004°57'06"	185.00'	15.99'	C42	000°10'06"	2257.00'	6.64'
C5	000°23'23"	290.00'	1.97'	C24	010°34'22"	185.00'	34.14'	C43	000°10'36"	2311.00'	7.12'
C6	003°52'30"	290.00'	19.61'	C25	002°41'44"	165.00'	7.76'	C44	011°30'00"	300.00'	60.21'
C7	003°52'30"	310.00'	20.97'	C26	002°24'11"	185.00'	7.76'	C45	000°57'38"	1193.00'	20.00'
C8	002°52'55"	577.00'	29.02'	C27	011°30'00"	273.00'	54.79'	C46	000°57'38"	1193.00'	20.00'
C9	001°59'10"	577.00'	20.00'	C28	001°18'51"	273.00'	6.26'	C47	005°50'58"	290.00'	29.61'
C10	007°29'03"	577.00'	75.37'	C29	010°11'09"	273.00'	48.53'	C48	005°52'29"	310.00'	31.78'
C11	001°47'36"	577.00'	18.06'	C30	009°36'00"	210.00'	35.19'	C49	000°21'52"	310.00'	1.97'
C12	001°59'10"	577.00'	20.00'	C31	009°36'00"	190.00'	31.83'	C50	004°39'00"	1193.00'	96.82'
C13	000°57'38"	1193.00'	20.00'	C32	075°46'19"	25.65'	33.92'	C51	001°17'51"	432.00'	9.78'
C14	002°38'58"	310.00'	14.33'	C33	091°39'01"	25.00'	39.99'	C52	011°30'00"	327.00'	65.63'
C15	002°38'58"	290.00'	13.41'	C34	092°41'26"	25.00'	40.44'	C53	001°02'39"	165.00'	3.01'
C16	001°48'15"	577.00'	18.17'	C35	000°57'38"	1193.00'	20.00'	C54	002°44'01"	432.00'	20.61'
C17	001°59'10"	577.00'	20.00'	C36	001°48'00"	310.00'	9.74'	C55	000°13'04"	2022.50'	7.68'
C18	001°57'33"	290.00'	9.92'	C37	001°48'00"	290.00'	9.11'	C56	000°11'41"	1984.50'	6.75'
C19	001°50'26"	310.00'	9.96'	C38	002°44'01"	327.00'	15.60'	C57	001°02'47"	1193.00'	21.79'

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N51°48'15"W	6.33'	L21	N32°22'49"W	15.00'	L41	N76°18'26"W	26.34'
L2	N89°57'32"E	8.03'	L22	N32°22'49"W	12.50'	L42	N25°02'26"W	(R)(LOT 65)
L3	N89°57'32"E	8.03'	L23	N41°58'49"W	15.00'	L43	N30°06'00"W	(R)(TRK K)
L4	N59°54'27"W	2.24'	L24	N41°58'49"W	15.00'	L44	N31°03'48"W	(R)(LOT 49)
L5	N87°35'41"E	14.97'	L25	N41°58'49"W	15.00'	L45	N40°43'27"W	(R)(LOT 48)
L6	N87°35'41"E	14.97'	L26	N41°58'49"W	15.00'	L46	N46°58'20"W	(R)(TRK H)
L7	N76°18'26"W	10.00'	L27	N53°28'49"W	3.74'	L47	N52°10'31"W	(R)(LOT 34)
L8	N76°18'26"W	10.00'	L28	N46°00'42"W	10.00'	L48	N54°46'38"W	(R)(TRK G)
L9	N53°54'23"W	6.32'	L29	N46°00'42"W	7.78'	L49	N59°25'52"W	(R)(LOT 33)
L10	N53°54'23"W	6.32'	L30	N41°58'49"W	6.74'	L50	N60°23'16"W	(R)(TRK E)
L11	N57°37'11"E	20.00'	L31	N53°28'49"W	3.74'	L51	N64°45'31"W	(R)(LOT 22)
L12	N41°58'49"W	11.24'	L32	N83°43'11"E	8.00'	L52	N71°24'37"W	(R)(LOT 21)
L13	N57°37'11"E	31.58'	L33	N41°07'14"E	5.70'	L53	N76°47'15"W	(R)(TRK C)
L14	N57°37'11"E	20.00'	L34	N83°43'11"E	5.38'	L54	N81°07'07"W	(R)(LOT 12)
L15	S45°09'11"E	(R)(TRK L)	L35	N53°28'49"W	36.05'	L55	N85°13'03"W	(R)(LOT 11)
L16	N30°34'49"W	6.56'	L36	N59°54'27"W	2.24'	L56	S89°28'43"W	(R)(TRK A)
L17	N30°34'49"W	7.56'	L37	N32°22'49"W	12.50'	L57	S85°01'39"W	(R)(LOT 1)
L18	N30°34'49"W	20.44'	L38	N32°22'49"W	15.00'	L58	N44°39'44"W	(R)(LOT 27)
L19	N30°34'49"W	21.44'	L39	N46°00'42"W	1.49'			
L20	N32°22'49"W	10.51'	L40	N76°18'26"W	26.34'			

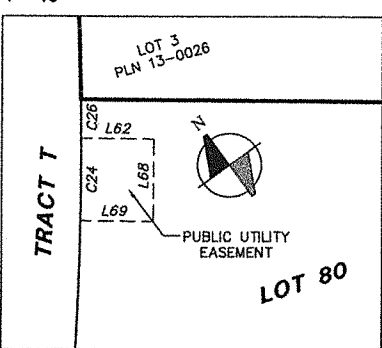
DETAIL-2
1"=50'



DETAIL-3
1"=100'



DETAIL-4
1"=40'



TEN TRAILS, PP1A DIVISION 1
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



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JOB NO 16-001
SHEET 5 OF 8

CITY OF BLACK DIAMOND FILE NO. PLN17-0049

VOL/PG

TEN TRAILS

PP1A DIVISION 1

PORTION OF THE NW 1/4 AND THE SW 1/4 OF SECTION 15, TOWNSHIP 21 N., RANGE 6 E., W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

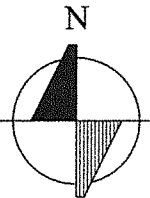
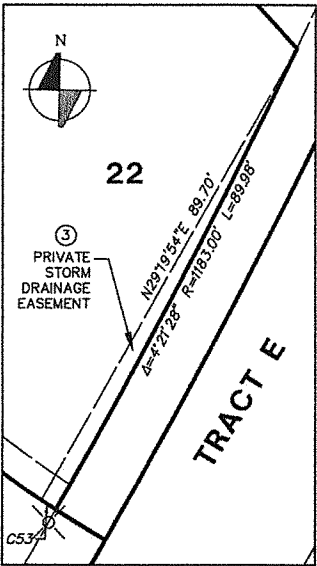
VOL/PG

SEE SHEET 5 OF 8 FOR
LINE AND CURVE TABLES

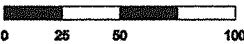
NOTES

1. TRACT T IS A PRIVATE ROAD, PUBLIC
UTILITY TRACT AND FUTURE PUBLIC RIGHT
OF WAY DEDICATION.

DETAIL 3
1"=20'



SCALE: 1" = 50'



LEGEND

- SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- PUBLIC UTILITY EASEMENT
- PRIVATE WATER EASEMENT
- PRIVATE STORM DRAINAGE EASEMENT
- SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- SET 0.5' OFFSET TACK IN LEAD W/WASHER
- SET 2.5' OFFSET TACK IN LEAD W/WASHER
- UT - UTILITY TRACT
- PA - PEDESTRIAN ACCESS TRACT
- PK - PARK TRACT
- LA - LANDSCAPE TRACT
- AC - ACCESS TRACT
- (R) - RADIAL BEARING

ADDRESSES

LOT NUMBER	STREET NAME	ADDRESS
1	SE FIR STREET	23463
2	SE FIR STREET	23447
3	SE FIR STREET	23431
4	SE FIR STREET	23415
5	SE FIR STREET	23399
6	SE FIR STREET	23383
7	NACHES PEAK LANE	23385
8	NACHES PEAK LANE	23401
9	NACHES PEAK LANE	23417
10	NACHES PEAK LANE	23433
11	NACHES PEAK LANE	23449
12	SUMMERLAND LANE	23450
13	SUMMERLAND LANE	23434
14	SUMMERLAND LANE	23418
15	SUMMERLAND LANE	23402
16	SUMMERLAND LANE	23386
17	SUMMERLAND LANE	23379
18	SUMMERLAND LANE	23395
19	SUMMERLAND LANE	23411
20	SUMMERLAND LANE	23427
21	SUMMERLAND LANE	23443
22	GLACIER BASIN LANE	32846
23	GLACIER BASIN LANE	32834
24	GLACIER BASIN LANE	32822
25	GLACIER BASIN LANE	32810
26	GLACIER BASIN LANE	32798
27	PINE AVENUE SE	32826
28	PINE AVENUE SE	32838
29	PINE AVENUE SE	32850
30	PINE AVENUE SE	32862
31	PINE AVENUE SE	32874
32	PINE AVENUE SE	32886
33	PINE AVENUE SE	32898

TEN TRAILS, PP1A DIVISION 1

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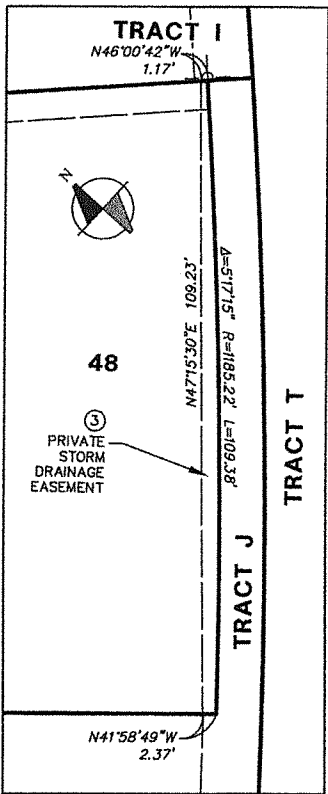
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SHEET 6 OF 8

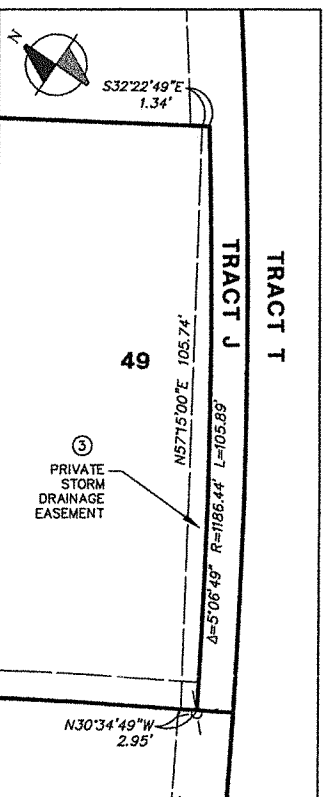
CITY OF BLACK DIAMOND FILE NO. PLN17-0049

VOL/PG

DETAIL 4
1"=20'



DETAIL 5
1"=20'



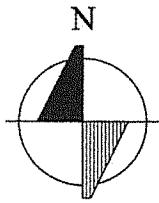
TEN TRAILS

PP1A DIVISION 1

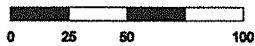
PORTION OF THE NW 1/4 AND THE SW 1/4 OF SECTION 15, TOWNSHIP 21 N., RANGE 6 E., W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

LEGEND

- SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- PUBLIC UTILITY EASEMENT
- PRIVATE WATER EASEMENT
- PRIVATE STORM DRAINAGE EASEMENT
- SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- SET 0.5' OFFSET TACK IN LEAD W/WASHER
- SET 2.5' OFFSET TACK IN LEAD W/WASHER
- UT - UTILITY TRACT
- PA - PEDESTRIAN ACCESS TRACT
- PK - PARK TRACT
- LA - LANDSCAPE TRACT
- AC - ACCESS TRACT
- (R) - RADIAL BEARING



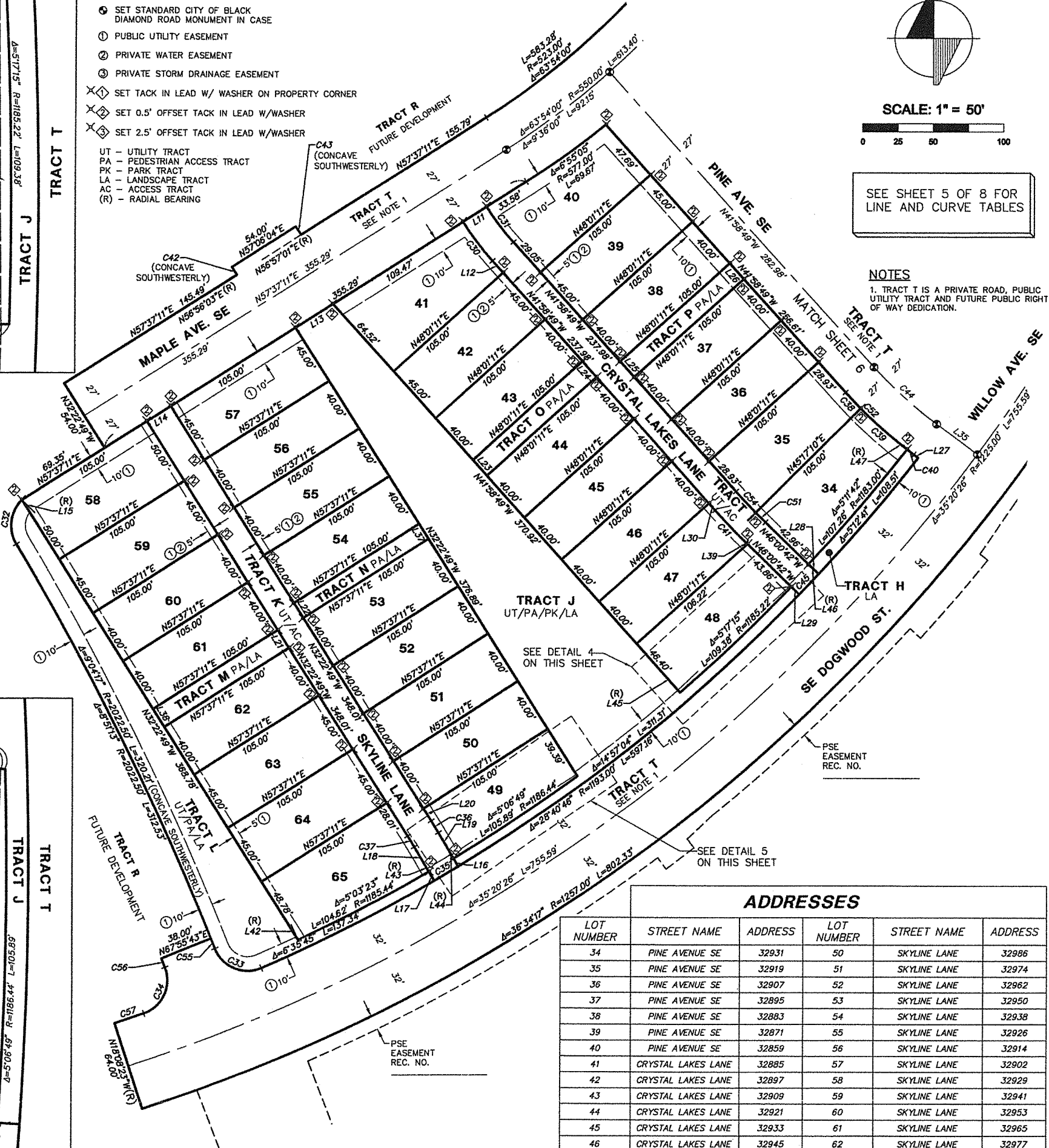
SCALE: 1" = 50'



SEE SHEET 5 OF 8 FOR
LINE AND CURVE TABLES

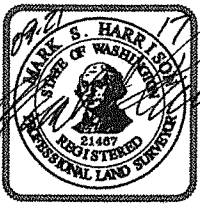
NOTES

- TRACT T IS A PRIVATE ROAD, PUBLIC UTILITY TRACT AND FUTURE PUBLIC RIGHT OF WAY DEDICATION.



ADDRESSES

LOT NUMBER	STREET NAME	ADDRESS	LOT NUMBER	STREET NAME	ADDRESS
34	PINE AVENUE SE	32931	50	SKYLINE LANE	32986
35	PINE AVENUE SE	32919	51	SKYLINE LANE	32974
36	PINE AVENUE SE	32907	52	SKYLINE LANE	32962
37	PINE AVENUE SE	32895	53	SKYLINE LANE	32950
38	PINE AVENUE SE	32883	54	SKYLINE LANE	32938
39	PINE AVENUE SE	32871	55	SKYLINE LANE	32926
40	PINE AVENUE SE	32859	56	SKYLINE LANE	32914
41	CRYSTAL LAKES LANE	32847	57	SKYLINE LANE	32902
42	CRYSTAL LAKES LANE	32835	58	SKYLINE LANE	32890
43	CRYSTAL LAKES LANE	32823	59	SKYLINE LANE	32878
44	CRYSTAL LAKES LANE	32811	60	SKYLINE LANE	32866
45	CRYSTAL LAKES LANE	32799	61	SKYLINE LANE	32854
46	CRYSTAL LAKES LANE	32787	62	SKYLINE LANE	32842
47	CRYSTAL LAKES LANE	32775	63	SKYLINE LANE	32830
48	CRYSTAL LAKES LANE	32763	64	SKYLINE LANE	32818
49	SKYLINE LANE	32751	65	SKYLINE LANE	32806



TEN TRAILS, PP1A DIVISION 1
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JOB NO. 16-001
SHEET 7 OF 8

TEN TRAILS

PP1A DIVISION 1

PORTION OF THE NW 1/4 AND THE SW 1/4 OF SECTION 15, TOWNSHIP 21 N, RANGE 6 E, W.M. CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

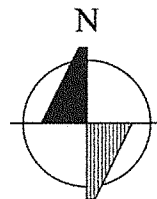
ADDRESSES		
LOT NUMBER	STREET NAME	ADDRESS
66	MAIN STREET	32517
67	MAIN STREET	32581
68	MAIN STREET	32511
69	MAIN STREET	32589
70	MAIN STREET	32505
71	MAIN STREET	32500
72	MAIN STREET	32540
73	MAIN STREET	32570
74	MAIN STREET	32580
75	MAIN STREET	32610
76	MAIN STREET	32622
77	MAIN STREET	32520
78	MAIN STREET	32628
79	MAIN STREET	32543

LEGEND

- SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- PUBLIC UTILITY EASEMENT
- PRIVATE WATER EASEMENT
- PRIVATE STORM DRAINAGE EASEMENT
- PRIVATE UTILITY EASEMENT
- PRIVATE ACCESS EASEMENT
- UT - UTILITY TRACT
- PA - PEDESTRIAN ACCESS TRACT
- PK - PARK TRACT
- LA - LANDSCAPE TRACT
- AC - ACCESS TRACT
- (R) - RADIAL BEARING

NOTES

- 1. TRACT T IS A PRIVATE ROAD, PUBLIC UTILITY TRACT AND FUTURE PUBLIC RIGHT OF WAY DEDICATION.



SCALE: 1" = 100'

0 50 100 200

LAKE SAWYER ROAD

25' FORCE MAIN EASEMENT REC. NO.

SEE DETAIL 2 ON SHEET 5 OF 8

ROBERTS DRIVE

TRACT R FUTURE DEVELOPMENT

TRACT T

TRACT Y LANDSCAPE/UTILITY

PSE EASEMENT REC. NO.

TRACT R FUTURE DEVELOPMENT

TRACT R FUTURE DEVELOPMENT

MATCH SHEET 6

MAPLE AVE. SE

SE FIR ST

TRACT C

LINE TABLE			LINE TABLE			LINE TABLE			CURVE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	CURVE	DELTA	RADIUS
L1	N39°54'20"W	25.10'	L16	N66°16'49"W	82.72'	L31	S83°55'01"W	11.90'	C1	008°59'28"	300.00'
L2	N6°16'49"W	62.76'	L17	N66°16'49"W	67.16'	L32	S84°04'54"W	50.48'	C2	003°40'33"	955.00'
L3	N8°24'16"W	83.76'	L18	N41°07'14"E	5.70'	L33	N83°21'53"E	52.11'	C3	002°07'27"	318.00'
L4	N83°43'11"E	14.67'	L19	N6°16'49"W	79.85'	L34	N83°51'41"E	50.89'	C4	011°58'46"	300.00'
L5	N51°04'49"W	9.18'	L20	N12°57'55"W	27.44'	L35	N63°16'29"W	15.27'	C5	015°00'00"	300.00'
L6	N51°04'49"W	60.00'	L21	N83°00'51"E	28.45'	L36	S84°06'57"W	7.30'	C6	014°53'57"	308.00'
L7	N51°04'49"W	31.22'	L22	N83°44'39"E	70.73'	L37	S75°47'24"W	15.62'	C7	014°58'50"	368.00'
L8	N83°43'11"E	100.00'	L23	N69°34'28"W	20.10'	L38	S83°17'30"W	41.23'	C8	017°50'14"	308.00'
L9	N83°43'11"E	21.86'	L24	N84°13'46"E	35.23'	L39	S63°58'16"W	14.32'	C9	012°27'49"	308.00'
L10	N81°16'49"W	99.21'	L25	S57°33'25"W	20.12'	L40	S82°57'06"W	97.28'	C10	021°00'32"	300.00'
L11	N63°32'38"W	78.19'	L26	S83°05'30"W	41.33'	L41	N88°27'10"E	26.56'	C11	001°45'47"	368.00'
L12	N83°43'11"E	91.00'	L27	S83°50'38"W	68.67'	L42	N68°55'07"W	22.38'	C12	038°07'18"	118.00'
L13	N6°16'49"W	80.98'	L28	S83°33'17"W	54.68'	L43	S71°10'23"E	25.12'			
L14	N83°43'11"E	60.00'	L29	S84°16'35"W	67.88'						
L15	N52°50'36"W	85.63'	L30	S83°11'27"W	31.16'						

TEN TRAILS, PP1A DIVISION 1
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON

triad

20300 Woodinville Snohomish Rd NE
Suite A • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059
w: triadassociates.net

JOB NO 16-001
SHEET 8 OF 8

CITY OF BLACK DIAMOND FILE NO. PLN17-0049

VOL/PG

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute an Agreement with South County Area Transportation Board (SCATBd)	Agenda Date: October 5, 2017	
	AB17-058	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$100 yearly		
Fund Source: --General Fund	Public Works – Seth Boettcher	
Timeline: 2018	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Resolution; Agreement; Operating Procedures; Resolution No. 13-888		
SUMMARY STATEMENT: Councilmembers Deady and Edelman have placed this item on the agenda. The City of Black Diamond has been a member of the South County Area Transportation Board (SCATBd) for many years and our current Agreement expires on December 31, 2017. Purpose: To recognize the South County Area Transportation Board as the transportation board for the south King County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions. Duration of Agreement: This Agreement shall remain in effect until December 31, 2019, provided that unless terminated earlier in accordance with Section 9.0, this Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2010 and ending no later than December 31, 2021. In addition, also included in the packet is the operating procedures for this Board. The purpose of these procedures is to guide the conduct of business of the SCATBd and its subcommittees. These procedures are reviewed and revised annually as needed.		

FISCAL NOTE (Finance Department): Dues associated with this Board are included in the 2018 preliminary budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt a resolution authorizing the Mayor to execute an Agreement with South County Area Transportation Board (SCATBd) for a two-year period with an automatic two-year extension ending December 31, 2021.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 5, 2017		

RESOLUTION NO. 17-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH SOUTH COUNTY AREA
TRANSPORTATION BOARD FOR INFORMATION
SHARING, CONSENSUS BUILDING AND COORDINATING
TO PROVIDE ADVICE ON REGIONAL TRANSPORTATION
ISSUES**

WHEREAS, the South County Area Transportation Board has been involved in multi-jurisdictional transportation planning to develop coordinated plans for transportation improvements and programs for this area; and

WHEREAS, these plans have been approved and efforts continue to be made to work cooperatively to implement the recommended projects; and

WHEREAS, the South County Area Transportation Board has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the south King County areas; and

WHEREAS, the South County Area Transportation Board recognizes the need to coordinate with its regional partners to address issues that cross sub-area and county boundaries; and

WHEREAS, the City of Black Diamond, King County has participated as a member;

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

Section 1. The Mayor is authorized to execute an Agreement with South County Area Transportation Board as contained in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF OCTOBER 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

South County Area Transportation Board Agreement

Parties to Agreement

City of Algona
City of Auburn
City of Black Diamond
City of Burien
City of Covington
City of Des Moines
City of Enumclaw
City of Federal Way
City of Kent
City of Maple Valley
City of Milton
City of Normandy Park
City of Pacific
City of Renton
City of SeaTac
City of Tukwila
Muckleshoot Indian Tribe
King County

Transmitted to parties for approval and signature on _____.

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called "Algona"; the CITY OF AUBURN, hereafter called "Auburn"; the CITY OF BLACK DIAMOND, hereafter called "Black Diamond"; the CITY OF BURIEN, hereafter called "Burien"; the CITY OF COVINGTON, hereafter called "Covington"; the CITY OF DES MOINES, hereafter called "Des Moines"; the CITY OF ENUMCLAW, hereafter called "Enumclaw"; the CITY OF FEDERAL WAY, hereafter called "Federal Way"; the CITY OF KENT, hereafter called "Kent"; the CITY OF MAPLE VALLEY, hereafter called "Maple Valley"; the CITY OF MILTON, hereafter called "Milton"; the CITY OF NORMANDY PARK, hereafter called "Normandy Park"; the CITY OF PACIFIC, hereafter called "Pacific"; the CITY OF RENTON, hereafter called "Renton"; the CITY OF SEATAC, hereafter called "SeaTac"; the CITY OF TUKWILA, hereafter called "Tukwila"; the MUCKLESHOOT INDIAN TRIBE; and KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County" as members of the South County Area Transportation Board.

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the South County Area Transportation Board has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the south King County area;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the South County Area Transportation Board as the transportation board for the south King County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all of the following issues before the South County Area Transportation Board, unless otherwise noted, including:

1. Administrative issues, such additional members and use of dues
2. Recommendations to Sound Transit on policies and capital and service plans and implementation.
3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs and projects.
6. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2 Members with Limited Voting Rights: The South County Area Transportation Board may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to this agreement in attendance at a regular meeting.

1. Recommendations to WSDOT on policies, programs and projects.
2. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
3. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2(a) Such members and voting rights, if any, shall be listed in operating procedures to be adopted by the South County Area Transportation Board.

2.3 Non-Voting Members: The South County Area Transportation Board may add non-voting members by unanimous vote of the parties to this agreement in attendance at a regular meeting. The South County Area Transportation Board may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3(a) Such members shall be included in operating procedures to be adopted by the South County Area Transportation Board.

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows:

Full Voting Members	Number of Representatives
City of Algona	1
City of Auburn	1
City of Black Diamond	1
City of Burien	1
City of Covington	1
City of Des Moines	1
City of Enumclaw	1
City of Federal Way	1
City of Kent	1
City of Maple Valley	1
City of Milton	1
City of Normandy Park	1
City of Pacific	1
City of Renton	1
City of SeaTac	1
City of Tukwila	1
Muckleshoot Indian Tribe	1
King County	3

3.2 Elected officials shall be appointed to the South County Area Transportation Board by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.0 Operating Procedures

4.1 The South County Area Transportation Board shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair and vice-chair shall be elected per the operating procedures and shall be responsible for setting meeting agenda, running meetings and any other activities identified in the operating procedures.

5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the South County Area Transportation Board. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency, in its sole discretion, shall determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining the South County Area Transportation Board membership rosters and distribution lists; arranging for Board meetings, including scheduling, agendas and rooms; collecting, administering and disbursing Board dues; providing Board meeting support to the chair and vice chair; attending Board meetings; and preparing Board meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 **Yearly Dues:** The South County Area Transportation Board members shall pay a minimum of \$100.00 per full voting representatives in annual dues to remain members in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100.00, and any dues required by limited or non-voting members, will be determined by the South County Area Transportation Board as prescribed in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the South County Area Transportation Board. The designated Lead Agency shall not be required to pay yearly dues.

6.2 **Annual Review of Financing:** The South County Area Transportation Board shall determine by June 30 of each year whether additional annual dues above \$100.00 per voting representatives will be required of the South County Area Transportation Board member jurisdictions for the following year.

6.3 **Additional financial contributions:** If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 **Modification to Agreement Required:** If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair of the South County Area Transportation Board at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to the South County Area Transportation Board and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2019, provided that unless terminated earlier in accordance with Section 9.0, this Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2020 and ending no later than December 31, 2021.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

11.0 Return of Funds

At such time as this Agreement expires without being extended or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

City of Algona

City of Auburn

City of Black Diamond

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Burien

City of Covington

City of Des Moines

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Federal Way

City of Kent

City of Maple Valley

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Normandy Park

City of Pacific

City of Renton

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of SeaTac

City of Tukwila

Muckleshoot Indian Tribe

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

King County

By: _____

Date: _____

South County Area Transportation Board Agreement

Parties to Agreement

City of Algona
City of Auburn
City of Black Diamond
City of Burien
City of Covington
City of Des Moines
City of Enumclaw
City of Federal Way
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City of Milton
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City of Tukwila
Muckleshoot Indian Tribe
King County

Transmitted to parties for approval and signature on_____.

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called “Algona”; the CITY OF AUBURN, hereafter called “Auburn”; the CITY OF BLACK DIAMOND, hereafter called “Black Diamond”; the CITY OF BURIEN, hereafter called “Burien”; the CITY OF COVINGTON, hereafter called “Covington”; the CITY OF DES MOINES, hereafter called “Des Moines”; the CITY OF ENUMCLAW, hereafter called “Enumclaw”; the CITY OF FEDERAL WAY, hereafter called “Federal Way”; the CITY OF KENT, hereafter called “Kent”; the CITY OF MAPLE VALLEY, hereafter called “Maple Valley”; the CITY OF MILTON, hereafter called “Milton”; the CITY OF NORMANDY PARK, hereafter called “Normandy Park”; the CITY OF PACIFIC, hereafter called “Pacific”; the CITY OF RENTON, hereafter called “Renton”; the CITY OF SEATAC, hereafter called “SeaTac”; the CITY OF TUKWILA, hereafter called “Tukwila”; the MUCKLESHOOT INDIAN TRIBE; and KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County” as members of the South County Area Transportation Board.

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the South County Area Transportation Board has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the south King County area;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the South County Area Transportation Board as the transportation board for the south King County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions.

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City of Kent	1
City of Maple Valley	1
City of Milton	1
City of Normandy Park	1
City of Pacific	<u>1</u>
City of Renton	1
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3.2 Elected officials shall be appointed to the South County Area Transportation Board by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

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6.4 **Modification to Agreement Required:** If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

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Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair of the South County Area Transportation Board at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to the South County Area Transportation Board and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2019, provided that unless terminated earlier in accordance with Section 9.0, this Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2020 and ending no later than December 31, 2021.

~~This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2015, provided that unless terminated earlier in accordance with Section 9.0, this Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2016 and ending no later than December 31, 2017.~~

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

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At such time as this Agreement expires without being extended or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event

either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

City of Algona _____ City of Auburn _____ City of Black Diamond _____



By: _____

By: _____

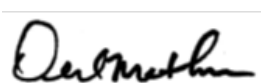
By: _____

Date: August 29, 2013

Date: August 5, 2013

Date: August 16, 2013

City of Burien _____ City of Covington _____ City of Des Moines _____



By: _____

By: _____

By: _____

Date: October 9, 2013

Date: August 28, 2013

Date: September 5, 2013

City of Federal Way _____ City of Kent _____ City of Maple Valley _____

Suzette Cooke

DeWitt

By: see attached

By: _____

By: _____

Date: _____

Date: September 3, 2013

Date: September 3, 2013

City of Normandy Park

City of Pacific

City of Renton

Glenn Abramoff

Samuel Guis

By: _____

By: _____

By: see attached

Date: September 10, 2013

Date: August 14, 2013

Date: _____

City of SeaTac

City of Tukwila

Muckleshoot Indian Tribe

Todd Curtis

Jim Haggart

By: _____

By: _____

By: *Viggo*

Date: August 27, 2013

Date: August 8, 2013

Date: 8-9-13

King County

By: _____

Date: _____

City of Algona

City of Auburn

City of Black Diamond

By: _____

By: _____

By: _____

Date: _____ Date: _____ Date: _____

City of Burien City of Covington City of Des Moines

By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

City of Federal Way City of Kent City of Maple Valley

By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

City of Normandy Park City of Pacific City of Renton

By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

City of SeaTac City of Tukwila Muckleshoot Indian Tribe

By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

King County

By: _____

Date: _____

SOUTH COUNTY AREA TRANSPORTATION BOARD (SCATBd) OPERATING PROCEDURES

Revised September 28, 2017

The purpose of these procedures is to guide the conduct of business of the South County Area Transportation Board (SCATBd) and its subcommittees. These procedures shall be reviewed and revised annually as needed.

I. SOUTH COUNTY AREA TRANSPORTATION BOARD (SCATBd)

A. Mission:

The Board shall serve as a South County forum for information sharing, consensus building, and coordination to resolve transportation issues, identify priorities, make recommendations, and promote transportation plans and programs that benefit the South County area. *(Mission Statement adopted January 16, 1996)*

B. Goal:

(Goals adopted July 19th, 1994, and subsequently amended)

Develop and promote intermodal transportation and related actions that accommodate economic development, through integrated, efficient movement of people, freight and goods, within the South County and contiguous areas.

C. Role:

The SCATBd is the forum established for the South King County area at which elected officials may provide input into local, regional, state and federal transportation-related issues or any other related issues as the members determine, including, but not limited to, the following:

1. Recommendations for Federal and State transportation legislation, regional project identification, and Countywide project selection
2. Development and changes to the King County Metro Strategic Plan for Public Transportation and implementation of transit service priorities
3. Recommendations to Sound Transit on its plans and implementation of projects and services, consistent with the principle of subarea equity and other financial policies.
4. Coordination with the Eastside Transportation Partnership and the SeaShore Transportation Forum on national, state, countywide and regional transportation issues.
5. Other transportation related issues as the members determine.

D. Membership and Voting:

Membership shall be extended to the following local jurisdictions and agencies. The Board shall operate by consensus whenever possible, but in those matters requiring a vote, voting shall be assigned as indicated below:

The voting members of SCATBd and their voting rights shall be as follows:

Full Voting Members	Number of Reps.	Voting Rights				
		Membership and Dues ¹	Sound Transit ²	Metro Transit ³	Regional Competition ⁴	Other ⁵
City of Algona	1	Yes	Yes	Yes	Yes	Yes
City of Auburn	1	Yes	Yes	Yes	Yes	Yes
City of Black Diamond	1	Yes	Yes	Yes	Yes	Yes
City of Burien	1	Yes	Yes	Yes	Yes	Yes
City of Covington	1	Yes	Yes	Yes	Yes	Yes
City of Des Moines	1	Yes	Yes	Yes	Yes	Yes
City of Enumclaw	1	Yes	Yes	Yes	Yes	Yes
City of Federal Way	1	Yes	Yes	Yes	Yes	Yes
City of Kent	1	Yes	Yes	Yes	Yes	Yes
City of Maple Valley	1	Yes	Yes	Yes	Yes	Yes
City of Milton	1	Yes	Yes	Yes	Yes	Yes
City of Normandy Park	1	Yes	Yes	Yes	Yes	Yes
City of Renton ⁶	1	Yes	No	Yes	Yes*	Yes
City of SeaTac	1	Yes	Yes	Yes	Yes	Yes
City of Tukwila	1	Yes	Yes	Yes	Yes	Yes
City of Pacific	1	Yes	Yes	Yes	Yes	Yes
Muckleshoot Indian Tribe	1	Yes	Yes	Yes	Yes	Yes
King County	3 ⁷	Yes	Yes	Yes	Yes	Yes

The non-voting members of SCATBd shall be as follows:

Non-Voting Member	Number of Representatives
Pierce Transit	1
Port of Seattle	1
Port of Tacoma	1
Puget Sound Regional Council	1
South Sound Chambers of Commerce Coalition	1
Sound Transit	1

¹ Administrative issues, such additional members and use of dues

² Recommendations to Sound Transit on policies and capital and service plans and implementation

³ Recommendations to King County Metro Transit on policies and capital and service plans and implementation

⁴ Identification of projects for the regional competition, if prescribed by process approved by the King County caucus of the Transportation Policy Board (*projects in Renton south of the Cedar River)

⁵ Other recommendations including

- Recommendations to WSDOT on policies, programs and projects.
- Recommendations to the PSRC on plans, policies, programs and projects such as the Transportation 2040 update and regional funding policies, strategies or programs.
- Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
- Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

⁶ Renton is currently authorized to vote on Sound Transit matters only under the Eastside subarea, through the Eastside Transportation Partnership.

⁷ King County has three representatives: two King County Councilmembers and the King County Executive

Washington State Department of Transportation	1
Pierce County	1

E. Officers:

1. Chair: Responsible for 1) conducting and ensuring fair opportunity for discussion, 2) signing correspondence and speaking on behalf of SCATBd, 3) providing direction on agenda preparation.
2. Vice-Chair: Responsible to act as chair in his/her absence.
3. Term of Office: One year from January. Elections in December, nominations in November.
4. Officers must be elected officials.

F. Meeting Schedule:

The regular meeting date for SCATBd shall be the third Tuesday of the month, from 9:00 a.m. to 11:00 a.m. The meeting location shall be held at an appropriate location within South King County. The agenda package shall be distributed in advance of the meeting. Adjustments to the regular meeting schedule and meeting location shall occur as needed.

G. Board Actions Require a Quorum of Full Voting Members:

1. **A quorum is:** 50 percent plus 1 full voting members.
2. **Type of Actions Board Can Take:** The Board may undertake activities consistent with its purpose and shall prepare an annual calendar for the following year for submittal to its member jurisdictions by January 31 of each year, to be sent out to members periodically for feedback and updates.
3. **Type of Actions Board Cannot Take:** In issuing communication or statements, the Board will act on behalf of the entire region represented by South County Area Transportation Board and not on behalf of individual member jurisdictions/agencies.
4. **Schedule for Action Items:** Action items will be presented at one meeting and acted on at a second meeting unless three-quarters of the voting Board members present agree that the circumstances require action to be taken at that time PROVIDED that there is a quorum of voting members (at least 50 percent plus one).
5. **Minority Statements:** Any individual full voting Board member or limited voting member shall have the right at the time of the vote to request that a statement of a minority position be included in Board communications or otherwise distributed with an approved Board statement.

H. Subcommittees of the Board:

Subcommittees of the Board shall be established as needed, such as a legislative priorities committee or Technical Advisory Committee.

II. MEETING PROCEDURES

A. Standard Agenda:

The SCATBd agenda shall follow this standard format unless unusual circumstances require a different arrangement.

1. Call to Order
2. Approval of Minutes
3. Report of the Chair, Vice Chair, transportation agencies and organizations
4. Major Agenda Topics
5. Communications and Public Comment
6. Good of the Order

B. Robert's Rules of Order:

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the convention in all cases to which they are applicable and in which they are not inconsistent with the South County Area Transportation Board Interlocal Agreement and these operating procedures.

C. Audience Comments during Meetings:

At the Chair's discretion, comments may be taken from the audience. The Chair should call on audience members wishing to make comments. SCATBd members can ask to have audience members speak. Audience comments should be limited to two minutes.

D. Distribution of Materials:

Letters and documents may be distributed with the agenda at the direction of the Chair as authorized by the policies and procedures of the jurisdiction providing staff support.

E. Citizen Involvement:

Interested citizen groups shall be placed on the distribution list for Board meetings to ensure that those groups are kept informed of Board activities.

SOUTH COUNTY AREA TRANSPORTATION BOARD (SCATBd) OPERATING PROCEDURES

Revised September 28, 2017 ~~November, 2013~~

The purpose of these procedures is to guide the conduct of business of the South County Area Transportation Board (SCATBd) and its subcommittees, ~~Technical Advisory Committee (TAC)~~. These procedures shall be reviewed and revised annually as needed.

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I. SOUTH COUNTY AREA TRANSPORTATION BOARD (SCATBd)

A. Mission:

The Board shall serve as a South County forum for information sharing, consensus building, and coordination to resolve transportation issues, identify priorities, make recommendations, and promote transportation plans and programs that benefit the South County area. (*Mission Statement adopted January 16, 1996*)

B. Goals:

(*Goals adopted July 19th, 1994, and subsequently amended*)

~~Goal 1: Develop and promote a transportation system that will provide personal mobility choices for South County residents consistent with the transportation goals of the Growth Management Act and;~~

~~Goal 2:~~ Develop and promote intermodal transportation and related actions that accommodate economic development, through efficient movement of people, freight and goods, within the South County and contiguous areas.

C. Role:

The SCATBd is the forum established for the South King County area at which elected officials may provide input into local, regional, state and federal transportation-related issues or any other related issues as the members determine, including, but not limited to, the following:-

A. Recommendations for Federal and State transportation legislation, regional project identification, and Countywide project selection

B. Development and changes to the King County Metro Strategic Plan for Public Transportation and implementation of transit service priorities

C. Recommendations to Sound Transit on its plans and implementation of projects and services, consistent with the principle of subarea equity and other financial policies.

D. Coordination with the Eastside Transportation Partnership and the SeaShore Transportation Forum on national, state, countywide and regional transportation issues.

E. Other transportation related issues as the members determine.

D. Membership and Voting:

Membership shall be extended to the following local jurisdictions and agencies. The Board shall operate by consensus whenever possible, but in those matters requiring a vote, voting shall be assigned as indicated below:

The voting members of SCATBd and their voting rights shall be as follows:

Full Voting Members	Number of Reps.	Voting Rights				
		Membership and Dues ¹	Sound Transit ²	Metro Transit ³	Regional Competition ⁴	Other ⁵
City of Algona	1	Yes	Yes	Yes	Yes	Yes
City of Auburn	1	Yes	Yes	Yes	Yes	Yes
City of Black Diamond	1	Yes	Yes No	Yes	Yes	Yes
City of Burien	1	Yes	Yes	Yes	Yes	Yes
City of Covington	1	Yes	Yes	Yes	Yes	Yes
City of Des Moines	1	Yes	Yes	Yes	Yes	Yes
City of Enumclaw	1	Yes	Yes No	Yes	Yes	Yes
City of Federal Way	1	Yes	Yes	Yes	Yes	Yes
City of Kent	1	Yes	Yes	Yes	Yes	Yes
City of Maple Valley	1	Yes	Yes	Yes	Yes	Yes
City of Milton	1	Yes	Yes	Yes	Yes	Yes
City of Normandy Park	1	Yes	Yes	Yes	Yes	Yes
City of Renton ⁶	1	Yes	No	Yes	Yes*	Yes
City of SeaTac	1	Yes	Yes	Yes	Yes	Yes
City of Tukwila	1	Yes	Yes	Yes	Yes	Yes
City of Pacific	1	Yes	Yes	Yes	Yes	Yes
Muckleshoot Indian Tribe	1	Yes	Yes	Yes	Yes	Yes
King County	3 ⁷	Yes	Yes	Yes	Yes	Yes

~~The limited voting members of SCATBd and their voting rights shall be as follows:~~

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Limited Voting Members	Number of Reps.	Voting Rights				
		Membership and Dues	Sound Transit	Metro Transit	Regional Competition	Other
Pierce County	1	No	No	No	No	Yes

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The non-voting members of SCATBd shall be as follows:

Non-Voting Member	Number of Representatives
Pierce Transit	1
Port of Seattle	1
Port of Tacoma	1
Puget Sound Regional Council	1
South Sound Chambers of Commerce Coalition	1

¹Administrative issues, such additional members and use of dues

²Recommendations to Sound Transit on policies and capital and service plans and implementation

³Recommendations to King County Metro Transit on policies and capital and service plans and implementation

⁴Identification of projects for the regional competition, if prescribed by process approved by the King County caucus of the Transportation Policy Board (*projects in Renton south of the Cedar River)

⁵Other recommendations including

- Recommendations to WSDOT on policies, programs and projects.
- Recommendations to the PSRC on plans, policies, programs and projects such as the Transportation 2040 update and regional funding policies, strategies or programs.
- Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
- Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

⁶ Renton is currently authorized to vote on Sound Transit matters only under the Eastside subarea, through the Eastside Transportation Partnership.

⁷ King County has three representatives: two King County Councilmembers and the King County Executive

Sound Transit	1
Washington State Department of Transportation	1
Pierce County	1

Other ~~limited voting and~~ non-voting members may be added as the Board determines. Each ~~limited voting and~~ non-voting member should appoint one representative and one alternate to the Board. ~~The limited voting member designated alternate may vote in place of designated limited voting representatives in the absence of the designated limited voting representative.~~

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E. Officers:

1. Chair: Responsible for 1) conducting and ensuring fair opportunity for discussion, 2) signing correspondence and speaking on behalf of SCATBd, 3) providing direction on agenda preparation.
2. Vice-Chair: Responsible to act as chair in his/her absence.
3. Term of Office: One year from January. Elections in December. nominations in November.
4. Officers must be elected officials.

F. Meeting Schedule:

The regular meeting date for SCATBd shall be the third Tuesday of the month, from 9:00 a.m. to 11:00 a.m. The meeting location shall be held at an appropriate location within South King County. The agenda package shall be distributed in advance of the meeting. Adjustments to the regular meeting schedule and meeting location shall occur as needed.

G. Board Actions Require a Quorum of Full Voting Members:

1. **A quorum is:** 50 percent plus 1 full voting members.
2. **Type of Actions Board Can Take:** The Board may undertake activities consistent with its purpose and shall prepare an annual calendar work program for the following year for submittal to its member jurisdictions by January 31 of each year. to be sent out to members periodically for feedback and updates.
3. **Type of Actions Board Cannot Take:** ~~The Board cannot take action to approve/disapprove or adopt any position on behalf of member jurisdictions/agencies without authorization to do so from those jurisdictions.~~ In issuing communication or statements, the Board will act on behalf of the entire region represented by South County Area Transportation Board and not on it should be made clear that the Board is not acting on behalf of individual its member jurisdictions/agencies.
4. **Schedule for Action Items:** Action items will be presented at one meeting and acted on at a second meeting unless three-quarters of the voting Board members present agree that the circumstances require action to be taken at that time PROVIDED that there is a quorum of voting members (at least 50 percent plus one).
5. **Minority Statements:** Any individual full voting Board member or limited voting member shall have the right at the time of the vote to request that a statement of a minority position be included in Board communications or otherwise distributed with an approved Board statement.

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H. Subcommittees of the Board:

Subcommittees of the Board shall be established as needed, such as a legislative priorities committee or Technical Advisory Committee. 7

~~II. TECHNICAL ADVISORY COMMITTEE~~

~~A. Purpose:~~

~~The TAC shall provide technical assistance as requested by the Board and shall advise the Board on emergent transportation issues for the Board's consideration including regional project identification and countywide project selection.~~

~~B. Membership:~~

~~Each SCATBd member (full, limited, or non-voting member) shall appoint an appropriate representative to the Technical Advisory Committee (TAC).~~

~~C. Meeting Schedule:~~

~~The TAC shall meet when requested by the Board to provide technical assistance and advise on emergent transportation issues.~~

~~III. II. MEETING PROCEDURES OTHER~~

~~A. Standard Agenda:~~

~~The SCATBd agenda shall follow this standard format unless unusual circumstances require a different arrangement.~~

- ~~1. Call to Order~~
- ~~2. Approval of Minutes~~
- ~~3. Report of the Chair, Vice Chair, transportation agencies and organizations~~
- ~~4. Major Agenda Topics~~
- ~~5. Communications and Public Comment~~
- ~~6. Good of the Order~~
- ~~1. Call to Order~~
- ~~2. Approval of Minutes~~
- ~~3. Report of the Chair~~
- ~~4. Communications and Citizens' Requests to Comment~~
- ~~5. Major Agenda Topics~~

~~B. Robert's Rules of Order:~~

~~The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the convention in all cases to which they are applicable and in which they are not inconsistent with the South County Area Transportation Board Interlocal Agreement and these operating procedures.~~

~~B.C. Audience Comments during Meetings:~~

~~At the Chair's discretion, comments may be taken from the audience. The Chair should call on audience members wishing to make comments. SCATBd members can ask to have audience members speak. Audience comments should be limited to two minutes.~~

~~C.D. Distribution of Materials:~~

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Letters and documents may be distributed with the agenda at the direction of the Chair as authorized by the policies and procedures of the jurisdiction providing staff support.

D.E. Citizen Involvement:

Interested citizen groups shall be placed on the distribution list for Board meetings to ensure that those groups are kept informed of Board activities.

RESOLUTION NO. 13-888

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH SOUTH COUNTY AREA
TRANSPORTATION BOARD FOR INFORMATION
SHARING, CONSENSUS BUILDING AND COORDINATING
TO PROVIDE ADVICE ON REGIONAL TRANSPORTATION
ISSUES**

WHEREAS, the South King County sub-area has been involved in multi-jurisdictional transportation planning to develop coordinated plans for transportation improvements and programs for this area; and

WHEREAS, these plans have been approved and efforts continue to be made to work cooperatively to implement the recommended projects; and

WHEREAS, the South County Area Transportation Board has been an effective forum for information sharing, consensus building and providing valuable input on transportation planning and implementation decisions; and

WHEREAS, the South County Area Transportation Board recognizes the need to coordinate with its regional partners to address issues that cross sub-area and county boundaries; and


WHEREAS, the City of Black Diamond, King County has participated as a member;

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

Section 1. The Mayor is authorized to execute an Agreement with South County Area Transportation Board for the years two years with the agreement ending December 31, 2015 as contained in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF AUGUST,
2013.**

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk



South County Area Transportation Board

MS: KSC-TR-0814
201 South Jackson Street
Seattle, WA 98104-3856

Phone: (206) 684-1417 Fax: (206) 684-2111

July 24, 2013

The Honorable Rebecca Olness
Mayor, City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Dear Mayor Olness:

We are writing to transmit the new South County Area Transportation Board (SCATBd) Agreement and request approval by the Black Diamond City Council. The SCATBd approved this Agreement on July 16, 2013 to supersede the current agreement which will expire at the end of this year. This SCATBd Agreement, as well as the agreements for SeaShore and the Eastside Transportation Partnership, was developed by a joint committee composed of the chairs and vice chairs of all three transportation boards.

The changes are intended to streamline the agreements and the approval process, allow each board to tailor their procedural items as needed, and reflect the reduced King County staffing levels in the adopted 2013-2014 King County budget. Highlights of the proposed changes for the SCATBd Agreement include the following:

- Signatories to the Agreement no longer include agencies and organizations, or jurisdictions not in King County.
- A separate Procedures document adopted by the SCATBd identifies agencies, organizations, and other jurisdictions as limited voting members or non-voting members.
- Language has been simplified and updated.
- The Agreement is for a two-year period with an automatic two-year extension.

We would appreciate your help in seeking prompt consideration and action by the Black Diamond City Council and signature by a designated representative. For the purpose of this Agreement, an authorized electronic signature constitutes an original signature. The Agreement with SCATBd member signatures will accompany the ordinance that will be submitted to the King County Council for final approval. You will receive a fully signed copy of the Agreement for your records when the process is completed. We hope that this can be accomplished before the end of the year when the current agreement expires.

SCATBd Agreement Request Approval
July 24, 2013
Page 2

Following the City of Black Diamond's approval, please notify Paul Takamine, King County Department of Transportation, 201 South Jackson Street, Seattle, WA. 98104. If you have questions, please contact Paul Takamine at 206-684-1417 or paul.takamine@kingcounty.gov.

Thank you very much for your cooperation.

Sincerely,



Pete Lewis
Mayor, City of Auburn
SCATBd Chair



Marcie Palmer
Councilmember, City of Renton
SCATBd Vice-Chair

Attachment: 2013 SCATBd Agreement

cc: Brenda Martinez, Black Diamond City Clerk

South County Area Transportation Board Agreement

Parties to Agreement

City of Algona
City of Auburn
City of Black Diamond
City of Burien
City of Covington
City of Des Moines
City of Enumclaw
City of Federal Way
City of Kent
City of Maple Valley
City of Milton
City of Normandy Park
City of Pacific
City of Renton
City of SeaTac
City of Tukwila
Muckleshoot Indian Tribe
King County

Transmitted to parties for approval and signature on _____.

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called "Algona"; the CITY OF AUBURN, hereafter called "Auburn"; the CITY OF BLACK DIAMOND, hereafter called "Black Diamond"; the CITY OF BURIEN, hereafter called "Burien"; the CITY OF COVINGTON, hereafter called "Covington"; the CITY OF DES MOINES, hereafter called "Des Moines"; the CITY OF ENUMCLAW, hereafter called "Enumclaw"; the CITY OF FEDERAL WAY, hereafter called "Federal Way"; the CITY OF KENT, hereafter called "Kent"; the CITY OF MAPLE VALLEY, hereafter called "Maple Valley"; the CITY OF MILTON, hereafter called "Milton"; the CITY OF NORMANDY PARK, hereafter called "Normandy Park"; the CITY OF PACIFIC, hereafter called "Pacific"; the CITY OF RENTON, hereafter called "Renton"; the CITY OF SEATAC, hereafter called "SeaTac"; the CITY OF TUKWILA, hereafter called "Tukwila"; the MUCKLESHOOT INDIAN TRIBE; and KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County" as members of the South County Area Transportation Board.

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the South County Area Transportation Board has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the south King County area;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the South County Area Transportation Board as the transportation board for the south King County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all of the following issues before the South County Area Transportation Board, unless otherwise noted, including:

1. Administrative issues, such additional members and use of dues
2. Recommendations to Sound Transit on policies and capital and service plans and implementation.
3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs and projects.
6. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2 Members with Limited Voting Rights: The South County Area Transportation Board may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to this agreement in attendance at a regular meeting.

1. Recommendations to WSDOT on policies, programs and projects.
2. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
3. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2(a) Such members and voting rights, if any, shall be listed in operating procedures to be adopted by the South County Area Transportation Board.

2.3 Non-Voting Members: The South County Area Transportation Board may add non-voting members by unanimous vote of the parties to this agreement in attendance at a regular meeting. The South County Area Transportation Board may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3(a) Such members shall be included in operating procedures to be adopted by the South County Area Transportation Board.

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows:

Full Voting Members	Number of Representatives
City of Algona	1
City of Auburn	1
City of Black Diamond	1
City of Burien	1
City of Covington	1
City of Des Moines	1
City of Enumclaw	1
City of Federal Way	1
City of Kent	1
City of Maple Valley	1
City of Milton	1
City of Normandy Park	1
City of Pacific	
City of Renton	1
City of SeaTac	1
City of Tukwila	1
Muckleshoot Indian Tribe	1
King County	3

3.2 Elected officials shall be appointed to the South County Area Transportation Board by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.0 Operating Procedures

4.1 The South County Area Transportation Board shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair and vice-chair shall be elected per the operating procedures and shall be responsible for setting meeting agenda, running meetings and any other activities identified in the operating procedures.

5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the South County Area Transportation Board. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency, in its sole discretion, shall determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining the South County Area Transportation Board membership rosters and distribution lists; arranging for Board meetings, including scheduling, agendas and rooms; collecting, administering and disbursing Board dues; providing Board meeting support to the chair and vice chair; attending Board meetings; and preparing Board meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 **Yearly Dues:** The South County Area Transportation Board members shall pay a minimum of \$100 per full voting representatives in annual dues to remain members in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the South County Area Transportation Board as prescribed in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the South County Area Transportation Board. The designated Lead Agency shall not be required to pay yearly dues.

6.2 **Annual Review of Financing:** The South County Area Transportation Board shall determine by June 30 of each year whether additional annual dues above \$100 per voting representatives will be required of the South County Area Transportation Board member jurisdictions for the following year.

6.3 **Additional financial contributions:** If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 **Modification to Agreement Required:** If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair of the South County Area Transportation Board at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to the South County Area Transportation Board and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2015, provided that unless terminated earlier in accordance with Section 9.0, this Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2016 and ending no later than December 31, 2017.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

11.0 Return of Funds

At such time as this Agreement expires without being extended or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

City of Algona

City of Auburn

City of Black Diamond

By: _____

By: _____

By: 

Date: _____

Date: _____

Date: 8-16-13

City of Burien

City of Covington

City of Des Moines

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Enumclaw

City of Federal Way

City of Kent

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Maple Valley

City of Milton

City of Normandy Park

By:_____

By:_____

By:_____

Date:_____

Date:_____

Date:_____

City of Pacific

City of Renton

City of SeaTac

By:_____

By:_____

By:_____

Date:_____

Date:_____

Date:_____

City of Tukwila

Muckleshoot Indian Tribe

King County

By:_____

By:_____

By:_____

Date:_____

Date:_____

Date:_____