



CITY OF BLACK DIAMOND
October 12, 2017 Regular Work Session and Town Hall Meeting Agendas
25510 Lawson Street, Black Diamond, Washington

REGULAR WORK SESSION AGENDA

6:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

- 1) DKS Contract and Comments from the Public
- 2) Adjournment

TOWN HALL MEETING AGENDA

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

- 1) Open Mic
- 2) Adjournment

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 | | |

MEMORANDUM

TO : City of Black Diamond Mayor, Councilmembers, and Attorney Dan Glenn

FROM: Jane Koler

DATE: October 5, 2017

SUBJECT: Recommended Changes to DKS Contract

It would be wise to make some changes in the DKS contract. I recommend that the contract not be approved until the following changes are made:

1. Scope of Work, Task 1: only gives the City a one-week period to present “one set of consolidated comments on draft cost estimates for the recommended transportation improvements listed in Table 7-7 and 7-9 of the Draft Comprehensive Plan Transportation Technical Index.”

A one-week review period does not give the City an adequate opportunity to review and analyze such cost estimates and to present one set of consolidated comments. I propose that the City substitute three weeks for the proposed one-week review/comment period. Thus, the last sentence of the Paragraph entitled “Task 1 – Planning Level Cost Estimates” should be amended as follows:

It is assumed that the City will review and provide one set of consolidated comments on the draft cost estimates within three weeks of submittal.

2. Task 2, Respond to City Comments: needs to be revised. Presently, it significantly restricts the City’s ability to propose revisions to the Draft Comprehensive Plan Chapter 7 and Transportation Technical Appendix. It presently states:

The response [from DKS] may include text revisions to the documents, but will not include additional analysis, calculations, or map/graphic modifications.

It would be wise to delete the above language and substitute the following language:

DKS will make revisions to the Draft Comprehensive Plan proposed by the City.

3. Task 4, City Staff Coordination: presently states:

DKS will attend one meeting with City staff prior to any public presentations to discuss Task 3 findings.

That language should be revised as follows:

DKS will attend one meeting with City staff and City Council Growth Management Act Committee Members.

Brenda Martinez

From: Carol Benson
Sent: Friday, October 6, 2017 12:55 PM
To: Brenda Martinez
Subject: FW: REVIEW OF BergerABAM & DKS MAT'LS IN SUPPORT OF BDCP TRANP ELEM
Attachments: BD_memo_comments.doc; Rev_of_DKS_Matls.doc

From: primbos@comcast.net [mailto:primbos@comcast.net]
Sent: Wednesday, October 04, 2017 10:51 AM
To: Carol Benson <cbenson@blackdiamondwa.gov>; Tamie Deady <tdeady@blackdiamondwa.gov>; Janie Edelman <jedelman@blackdiamondwa.gov>; Erika Morgan <emorgan@blackdiamondwa.gov>; Pat Pepper <ppepper@blackdiamondwa.gov>; Brian Weber <bweber@blackdiamondwa.gov>
Subject: Fwd: REVIEW OF BergerABAM & DKS MAT'LS IN SUPPORT OF BDCP TRANP ELEM

Mayor Benson and City Councilmembers,

Good morning. We noticed on tomorrow night's Council meeting Agenda:

Item 4) AB17-056— Resolution Approving a Contract with DKS Associates for Transportation Element of the Comprehensive Plan Update.

To aid in this, and any subsequent discussions, we are *re-sending* you the subject detailed review we conducted in July 2016.

We've previously stated to you (in our e-mail of July 23 of this year) our interest in the Comprehensive Plan Update's Transportation Element (e.g., Chapter 7, accompanying Appendices, etc.). To reiterate, the Transportation Element is one of the most important parts of a jurisdiction's Comprehensive Plan. In the case of Black Diamond, a city facing a potential *quintupling* in population with little transportation infrastructure to handle it (either inside or outside the city), we believe it clearly is the most critical part.

As always, should you have any questions about our review, please do not hesitate to ask us. Thank you.

Peter Rimbos
Leader and Transportation Focal
Citizens' Technical Action Team (TAT)
primbos@comcast.net

"To know and not to do is not to know."-- Chinese proverb

Please consider our shared environment before printing.

Begin forwarded message:

From: Peter Rimbos <primbos@comcast.net>

Subject: REVIEW OF BergerABAM & DKS MAT'LS IN SUPPORT OF BDCP TRANP ELEM

Date: July 17, 2016 at 10:09:05 AM PDT

To: Barbara Kincaid <bkincaid@ci.blackdiamond.wa.us>

Cc: "Benson (Mayor) Carol" <cbenson@ci.blackdiamond.wa.us>, Seth Boettcher <sboettcher@ci.blackdiamond.wa.us>, "Morgan (BDCC) Erika" <emorgan@ci.blackdiamond.wa.us>, "Deady (BDCC) Tamie" <tdeady@ci.blackdiamond.wa.us>, "Edelman (BDCC) Janie" <jedelman@ci.blackdiamond.wa.us>, "Pepper (BDCC) Pat" <ppepper@ci.blackdiamond.wa.us>, "Weber (BDCC) Brian" <bweber@ci.blackdiamond.wa.us>

Barbara,

Thank you for providing our Citizens' Technical Team the two CDs containing information on both BergerABAM and DKS work in support of the City's Comprehensive Plan (BDCP) Update, as well as the two memos each submitted to the City in late 2015—all pertaining to the BDCP's Transportation Element.

We understand these materials are all preliminary and there will be DRAFTs of the BDCP Transportation Element (i.e., Chapter 7 and its accompanying Appendix) released at a later time for Public Comment. That said, we believe a review at this time could aid in the process. Consequently, we conducted a thorough review of all the materials (with the exception of the Unix Executable files which we cannot open, but which we surmise are related to the traffic models themselves).

Attached please find our detailed Comments on both sets of information you provided. At some time in the near future, as the process proceeds, we request a meeting with both you and Seth to discuss the traffic modeling (process, assumptions, network, etc.).

If you have any questions about our Comments, please do not hesitate to contact us. Thank you.

Peter Rimbos
Leader and Transportation Focal
Citizens' Technical Action Team (TAT)
primbos@comcast.net

"To know and not to do is not to know."-- Chinese proverb

Please consider our shared environment before printing.

Review of BergerABAM and DKS Late-2015 Memos

September 30, 2015 BergerABAM Memo

“Revised Methods and Assumptions – Black Diamond Comprehensive Plan Update”

p. 6, 1st para.:

*“For 2035, DKS analyzed the impacts of growth on roadway function with identified transportation improvements. Two intersections (SE 216th Street/216th Avenue SE/SE Covington-Sawyer Road and 216th Avenue/SE 288th Street) are predicted to operate at LOS F with listed improvements for 2021-2035. **Traffic volume at these locations appears to be primarily from regional growth beyond Black Diamond.** The City is discussing whether it will exercise one of two choices to mitigate for intersections forecasted to be below LOS standards: **lowering the LOS levels or financing improvements at these intersections to meet adopted LOS standards.**”*

TAT Comment: In reference to **bold red-highlighted** parts shown above: Attributing such growth impacts to neighboring cities Covington and Maple Valley doesn't appear to be consistent with known and projected traffic flow patterns. The two intersections identified as failing in 2035 basically lie on or near the city limits between the the three cities. Since most AM commuter traffic travels north, it would be originating from Black Diamond. Similarly for PM commuter traffic traveling south. Lowering the LOS standards for these two intersections to a failing LOS F is self-defeating and makes a mockery of GMA Concurrency. Financing improvements makes sense, but not if the anticipated impacts are not attributed to their rightful source--the two proposed Master-Planned Developments (MPDs).

Review of BergerABAM and DKS Late-2015 Memos

October 1, 2015 DKS Memo

“City of Black Diamond Travel Demand Model Update Methods and Assumptions”

(referred to as Appendix A in BergerABAM 9/30/15 memo above)

p. 1, 1st para.:

Traffic-demand forecasting methodology:

1. “...update ... regional travel demand model to reflect ... programmed development within the City...”

[TAT Observation: PSRC does this and includes the city’s Traffic Analysis Zones (TAZs).]

2. “...utilize ... trip tables produced by PSRC to update ... City’s travel demand model...”

[TAT Observation: PSRC’s trip tables reflect the city’s TAZs.]

3. “...assign vehicular trips to the surrounding street network...”

[TAT Observation: The city’s VISUM model is used to do this.]

4. “...assess traffic operations with respect to adopted concurrency standards.”

[TAT Observation: This is done using SYCHRO to evaluate intersection operations.]

p. 3, Fig. 1.:

TAT Comment: Using one TAZ (the largest in the study area) to represent the entire Lake Sawyer area does not appear to make sense in terms of the complex traffic flows and large volumes.

p. 3, 1st para.:

“Analysis Years/Periods

Visum models for the PM peak hour will be developed for the following conditions:

- Existing Conditions 2015
- Future Year **Baseline** 2035
- Future Year with **Concurrency Projects** 2035”

TAT Comment: What is the difference between the 2nd bullet’s “Baseline” and the 3rd bullet’s “Concurrency Projects” (we have **bold red-highlighted** both above)?

p. 4, “Funded Project Lists” bullet under “Data Collection” section:

TAT Comment:

Overarching question: How does the city define “funded” projects?

Specific questions:

- (1) Do “funded CIP projects” include requested, but not-yet-approved Grants?
- (2) Is the PSRC Transportation 2040 constrained project list” fully funded?
- (3) If not what is the funding status of such projects?

The PSRC’s *Transportation 2040*, an action plan for transportation in the central Puget Sound region for the next 30 years, shows only one funded project in the immediate area: MV-5: SR-169/SE 271st Place Intersection Improvements. [*Transportation 2040, 2013-2016 Regional Transportation Improvement Program (TIP), January 2013 (amended)*] The full Transportation 2040 capacity list shows only two projects, *both unfunded*, in the immediate area out to 2040 [*Transportation 2040, Appendix M: Metropolitan Transportation System Capacity Improvements List*]:

Review of BergerABAM and DKS Late-2015 Memos

| Route | To and From | Description | Sponsor | Estimated Cost (\$ '08) | Status |
|--------|----------------------------|---|--------------|-------------------------|---|
| SR 169 | SR 516 to SE 231st St | Widen to 4 lanes with turn lanes where warranted | WSDOT | \$120,000,000 | Can only program & obligate study funds |
| SR 169 | SE 270th St to SE 290th St | Widening to 4 lanes, center turn lanes or LT pockets & bike lanes | Maple Valley | \$5,000,000 | Can only program & obligate study funds |

The aforementioned projects are outside the Black Diamond City limits, so funds will have to be found for all the proposed in-city mitigation improvements.

pp. 4-5, "Methodology"

TAT Comment: This section only mentions developing transportation improvements to meet Concurrency requirements. There is no mention of limiting development to meet such requirements as provided under the State RCWs (see: *Concurrency, Land Use, and the State Transportation System*, Washington State Department of Transportation, May 2007 <http://www.wsdot.wa.gov/NR/rdonlyres/AF9B9041-167E-4277-B3CF-EAC0A5F44603/0/LandUseConcurrencyFolio.pdf>).

pp. 5-6, "Assumptions"

TAT Comment: The very dangerous SE 288th St/SR-169 intersection is not included in the list of intersections that will be evaluated for LOS performance. This should be rectified.

Review of DKS Materials

Land-Use

- 2014 & 2035 “Land-Use” Tables: Households, Population, & Employment numbers with projected increases of 6,047; 14,901; & 3,148, respectively.

TAT Comment: These seem to make sense when the two proposed MPDs are included.

- 2014 & 2035 “Land-Use Values” Tables categorized by both PSRC and BD “Traffic Analysis Zones” (TAZs): Employment, Households, Population, Single-Family Dwelling Units, Multi-Family Dwelling Units, Retail, Industrial, Business Park, Community Facilities, Schools, etc.

TAT Comment: PSRC has 11 TAZs, while the city has 56, indicating the potential for a finer-grained Traffic Model. However, we have concerns with how those TAZs are distributed given that the entire Lake Sawyer “community” is contained in just one of these zones (TAZ 55). What assumptions and methodology were used by the city in mapping its 56 TAZs?

Future Analyses

- 2035 Network in VISUM Model [VISUM: Traffic-Demand Modeling S/W package]

TAT Comment: The network seems to include major MPD mitigation projects--please acknowledge.

- Existing Conditions Trip Table [By Zone]

TAT Comment: Why are 66 Zones listed and how do they correspond to the 56 TAZs listed above?

- Intersection Improvements Level of Service Summary: 2015 & 2035 time delays for 10 intersections

TAT Comment:

Current LOS performance for intersections along SR-169: B (Jones Lake Rd); C (Baker St, Lawson Rd); E (Roberts Dr), and F (BD-Ravensdale Rd). Since WSDOT requires SR-169 intersections to operate at LOS D, the latter two fail. It is surprising to see all of these intersections are being evaluated in 2035 as Roundabouts. All are predicted to operate at LOS A (6, 8-, or 9-sec delay), except the BD-Ravensdale Rd intersection at LOS C (16-sec delay). Do such delay numbers for Roundabouts include both approach times and travel-through times? For example, if a SR-169 Roundabout is clogged going north-south, a vehicle will be delayed in its travel through it. Roundabouts are often good alternatives to long traffic signals, but they do not in themselves eliminate congestion.

Another observation: The 216th Ave SE / SE Covington-Sawyer Rd intersection (during the MPD Hearings this intersection was estimated to have a mitigated 507-ft queue!) operates at LOS B (16-sec delay) in 2015. In the 2035 plan it is predicted to operate at LOS F (176-sec or ~3-min delay) using several left-turn pockets. However, other options looked at include either adding a northbound through lane to the aforementioned left-turn pockets of a two-lane Roundabout. Both options are predicted to operate at LOS D (minimum 47-sec delay).

Review of DKS Materials

During the MPD Hearings, this particular intersection was predicted to suffer the most impact from the MPDs no matter what mitigation was employed. We remain skeptical the Traffic-Demand Model (TDM) used to support the MPD EIS and Application (found grossly deficient by the City's Hearing Examiner) properly distributed traffic over the city/region's road network--especially since the TDM showed most of the traffic would not travel on SR-169. So, unless the 216th Ave SE / SE Covington-Sawyer Rd intersection is going to be used to commute to destinations other than Covington or Kent, it should not become a major congestion point, but SR-169 will (actually, it already is a roadway exhibiting daily major traffic congestion).]

Data

- Intersection Traffic Count Sheets: [Intersection Peak-Hour Turning Movement Counts]

TAT Comment: These 2015 traffic counts show few surprises. The aforementioned 216th Ave SE / SE Covington-Sawyer Rd intersection has a Peak-Hour Factor (PHF) = 0.93, indicating pretty much continuous congestion during the entire peak hour. This needs to be rectified or several future MPD plat applications be either downsized or denied (as is required by the States' Growth Management Act (GMA)).

BDCP Transportation Element

TAT Comments on the preliminary materials for Black Diamond Comprehensive Plan (BDCP) Update for both Chapter 7--TRANSPORTATION (which contains all the Transportation Policies) and its APPENDIX (which now contains everything else that used to constitute Chapter 7) follow below in green.

- Chapter 7 -- Transportation: [Berger-ABAM DRAFTs circa August, September 2015]

1. TRANSPORTATION

1.03 Transportation Policies

There appears to have been much internal discussion within BergerABAM on several Policies herein and how they addressed PSRC's VISION 2040 and Transportation 2040:

- Policies T-1, T-2, and T-11 were amended to support the growth management strategy, but concerns were expressed that the city may need to update its design standards. Was this eventually addressed?
- Policy T-3 was amended to include transit routes as roadways which require the city LOS standard and for the city to explore use of multi-modal LOS standards. Has the city determined how it will set such LOS standards?

1.03.1 Design, Construction, and Maintenance

Policy T-3 Level of Service (LOS) Standard Policy:

Review of DKS Materials

The following was removed: “Adopt levels of service that reflect the preference of the community.” It serves as the opening statement of **Policy T-3** in the existing (2009) BDCP.

Policy T-7 Transportation Demand Management (TDM) and Transportation System Management (TSM) Policy:

All of these are good policies; however, with the city primarily a “bedroom community” (today and in the future), most of items 1. through 9. do not apply such as employee flexible work schedules and travel to significant in-city employment centers.

1.03.2 Road Character and Right-of-Way

Policy T-11 “Small Town” Character Policy:

The following was removed: “Discourage widening of SR 169 to a four or five lane facility thus creating a “thoroughfare” that will tend to divide the City;” It serves as the first item listed under **Policy T-10 (now T-11 in the Update)** in the existing (2009) BDCP.

1.03.3 Funding, Concurrency, and Impact Mitigation

Policy T-14 Concurrency Policy:

Since the Development Agreements are exempted from State and Local Concurrency laws, Policy T-14 essentially is useless for 99% of future development within the city, placing the city at the mercy of the MPD Traffic Monitoring Plans. The City’s Hearing Examiner (in his MPD Development Agreement (DA) recommendations) warned of this exact issue, but was ignored during approval of the DAs. We provide this comment so that the city understands the dire position it was placed in by past City Councils (circa 2010 and 2011).

Policy T-15 Funding Sources Policy:

Both the existing (2009) BDCP and Update include the phrase: “... seeking voluntary contributions from developers may also be pursued.” This does not constitute a long-term viable plan to address traffic impacts.

The following was added: “Exploring the potential of assessing user fees to support maintenance and preservation of the transportation system;” This will unjustifiably burden existing residents to support the impacts made by the 15,000-20,000 new MPD residents, 7 new schools, and 1.15M sq ft of commercial businesses.

The following was removed: “Traffic impact fees may also be pursued for selected projects.” We recommend this be added back in as it could provide a source for funds for specific roadways, etc, thus, constituting a type of “user fee” on MPD residents.

Policy T-16 Alternative Level of Service Policy:

This is new. It states pretty much what State law requires on Concurrency; however, as stated earlier, by signing the DAs the city has exempted the MPDs from any Concurrency requirements:

“If the adopted LOS standard cannot be maintained and expected funding for improvements to meet future transportation needs is found to be inadequate, then the City shall:

- *Amend the City’s comprehensive plan to reduce the travel demand placed on the transportation system; or*
- *Phase or restrict development to allow more time for the necessary LOS-driven transportation improvements to be completed by the development community and/or responsible agency or*

Review of DKS Materials

jurisdiction(s); or

- *Reduce the LOS standard for the system or portions of the system that cannot be improved without significant expenditure."*

Policy T-17 Financial Impact Mitigation Policy:

This has not changed (currently Policy T-15 in the existing (2009) BDCP). It is an excellent policy, but rings hollow with the approval of the two MPDs that were not designed, nor encouraged "to ... generate less vehicular traffic."

1.03.4 Coordination and Consistency Policies

Policy T-20 Multi-modal Coordination Policy:

Once again, all of these are good policies; however, given the geographic location of the city on the outer fringe of King County's Urban-Growth Boundary served by a one-lane each way State highway (SR-169) there is little opportunity for coordination with Metro Transit that could make a meaningful difference. Transit will be stuck in the same traffic congestion as all other vehicles and, thus, will provide no respite from such congestion.

- Chapter 7 -- Transportation Appendix and References:

1.01 Introduction [NO COMMENT]

1.02 Level of Service [NO COMMENT]

1.02.3 Level of Service Methodology

Intersection Level of Service

Do delay numbers for Roundabouts include both approach times and travel-through times? For example, if a SR-169 Roundabout is clogged going north-south, a vehicle will be delayed in its travel through it. Driver behavior (especially response times) is an important factor when evaluating the performance of Roundabouts. Also, size of vehicle (especially long or articulated trucks) affects Roundabout performance. NCHRP 572 (National Cooperative Highway Research Program) -- "Roundabouts in the US" (2007) recommended LOS criteria to be the same as those currently used for unsignalized intersections: "*The LOS for a round- about is determined by the computed or measured control delay for each lane. Defining the LOS for the intersection as a whole is not recommended because doing so may mask an entry that is operating with much higher delay than the others.*" Roundabouts are often good alternatives to long traffic signals, but they do not in themselves eliminate congestion. Consequently, LOS needs to be evaluated carefully, especially when dealing with one- vs. two-lane Roundabouts, which perform differently.

State Highway Level of Service

The 2007- 2026 *Highway System Plan* which indicates SR 169 will operate below the 70% speed threshold (during peak hours in 2030 already is out of date based on current traffic patterns and volumes. The City needs to plan for not only a speed threshold below that 70%, but much lower when the massive amount of traffic to be generated by the two MPDs is added to the mix by 2030. Some SR-169 intersections in the City will not meet State Highway of Significance LOS D even with planned mitigation. When the new Traffic-

Review of DKS Materials

Demand Model to be developed and exercised based on the MPD Conditions of Approval is available, such scenarios must be addressed to determine what levels of mitigation are required to meet LOS standards.

Transit Level of Service

Due to the existing congestion on SR-169 and the expected massive increase in traffic adding to that congestion, attempts to convince King County Metro to expand service most probably would be unsuccessful. Consequently, the City needs to plan for a time when the already poor bus service it receives is further reduced.

1.02.4 Level of Service Standards

The 4th paragraph's last sentence provides only one option) fund future transportation improvements) available to the City to maintain higher LOS standards for non-HSS facilities. However, the State provides another option: deny development.

1.03 Existing Transportation System

1.03.1 Existing Roadway and Intersection Characteristics [NO COMMENT]

1.03.2 Existing Roadway Volumes and Travel Conditions

Why does Table 7-1 show only 10 intersections as compared to the existing (2009) Comprehensive Plan's 12 intersections. Further, why are the following eight intersections all subject to mitigation by the MPD Master Developer per the 2011 Development Agreements not listed and discussed:

- SE 288th St / 216th Ave SE;
- SE 288th St / 232nd Ave SE;
- SE Auburn-Black Diamond Rd / 218th Ave SE;
- SR-169 / SE Green Valley Rd;
- SR-169 / North Connector;
- Lake Sawyer Rd / Pipeline Rd [Is this equivalent to 219th Ave SE / SE 296th St / Lake Sawyer Rd SE ?];
- SR-169 / South Connector; and
- SE Auburn-Black Diamond Rd / Annexation Rd

1.03.3 Other Modes [NO COMMENT]

1.03.4 Functional Classification System [NO COMMENT]

1.04 Current Transportation Plans and Improvements

1.04.1 Planned Roadway Improvements

WSDOT

The City is assuming a 3-lane-section of SR-169 which goes beyond the WSDOT's SR-169 Route Development Plan, which itself is not funded, and with last year's passage of the large State Transportation Tax package, has little hope of being funded early within the Transportation 2040 window.

King County

In Table 7-5 the project listed, SE Green Valley Rd from 243rd Ave SE to SR 169 (RC-142) remains listed in the Executive's 2016 KCCP Update's TNR (although now it is estimated to cost 35% more (\$2,210,000) than estimated four years ago in the 2012 TNR (\$1,633,000). Given the continuing erosion of the KCDOT funding base and the Tier

Review of DKS Materials

system implemented a few years back to focus priorities on only the most critical areas including basic maintenance for safety, the likelihood of this project being funded in the near future is low.

Black Diamond

In Table 7-6 the 2016-2021 TIP is shown. As we have discussed during the City's TIP Public Hearings for several years, there is far too much reliance on hoped-for Grants to plug up holes in the plan. Also, funding for the Roberts Drive/SR 169 Roundabout (Rank 2) is mistakenly listed as "Local City Funds." However, this \$7,070,000 project is the responsibility of the Master developer. Finally, the TIP shown in Table 7-6 looks incomplete, as it does not include the Rock Creek Bridge project, etc.

1.05 Actions Needed to Meet Level of Service Standard [NO COMMENT]

1.06 Travel Forecasts

For years the City has used an estimate of 2.5 people per new residence to project future population impacts of the proposed MPDs (6,050 residences X 2.5 people per residence = 15,125 people). The current City ratio is 2.7, which reflects a relatively older population. Since the MPDs will undoubtedly reduce the average age of the City's population, thus resulting in more younger families, a factor of at least 3.0 (or more) should be used). Using 3.0 results in a Year 2035 City population of 22,511 (4,361 + 18,150) as compared to the 19,262 listed. This is over a five-fold increase over today's population! The Traffic-Demand Model and subsequent Traffic-Impact Analyses should reflect this total level of population.

1.06.1 Future Land Use and Transportation Concepts

The first sentence in the first paragraph incorrectly identifies "increasing regional traffic-related impacts" as the threat to "maintain(ing) the City's 'small town' character." It is not outside regional traffic that will destroy the City's rural character, but rather it's own internally generated traffic that will result from the massive size of the two proposed MPDs. This fact must be discussed in the Comprehensive Plan, so true sources of impacts are understood and, thus, potential solutions can be planned for accordingly.

1.07 Transportation Improvement Recommendations

1.07.1 Arterial and Collector Roadway Improvements

In the second paragraph it is mentioned that *"...the City has reserved an interest in realigning the South Connector from its connection with SR 169 to a connection with SE Green Valley Road. These new roads will distribute future traffic growth throughout the City that would otherwise have been concentrated on the few existing major arterials."* [our underlining emphasis] We assume this is referring to road "E" in Figure 7-2. If so, this represents an about-face from what was discussed during the MPD Hearings and any subsequent Green Valley Road Review Committee meetings.

7.7.2 Roadway Conditions - 2021

2015 to 2021 Recommendations

Are all twelve new projects recommended in Table 7-7 funded to be started or completed by 2021? If so, this is not a realistic plan.

Level of Service – 2021

Review of DKS Materials

Table 7-8 does not include any estimates for 2021 LOS, nor Delay Times. The last sentence in reference to Table 7-8's Roberts Drive / SR 169 intersection states: *"Alternatively, full construction of the 2035 improvements by 2016, which includes additional through lanes on SR 169, would improve operations to acceptable conditions."* Since this has not happened (nor was planned to happen by 2016), it should be deleted and a different conclusion reached and potential solution proposed.

Figures 7-3 (2021 PM Peak Hour Traffic Volumes and Roadway Network) and 7-4 (Transportation Improvements (2016-2021)) are missing.

Roadway Conditions - 2035

Figure 7-5 (2035 PM Peak Hour Traffic Volumes and Roadway Network) is missing.

2022 to 2035 Recommendations

The Table 7-9 Transportation Improvements (2022-2035) assume all the Table 7-7 2016-2021 improvements have been made. Figure 7-6 Transportation Improvements (2017-2025) is missing.

Level of Service–2035

The last sentence of the first paragraph attributes 2035 LOS failure of the SE 296th St / 216 Ave SE / SE Covington-Sawyer Rd intersection and the 216th Ave / SE 288th St intersection to *"traffic volume growth ... primarily from regional growth outside Black Diamond."* This does not make sense since almost all AM commute traffic through these intersections would be northbound from the City and for the PM commute southbound to the City. Outside regional growth will have little impact to either of these intersections. The City does not experience much peak-hour commute traffic from adjoining cities such as Covington and Maple Valley. Future growth in the area of these intersections will undoubtedly be dominated by the two MPDs within the City, not anything Covington and Maple Valley can somehow squeeze into their already shrinking undeveloped lands. Yes, Covington is planning for an MPD (YarrowBay), but it will have direct access to two major State highways--SR-18 and SR-516. There would be minimal commuting south towards the City from people living in that MPD. In addition, our earlier comments (see sect. 1.02.3) regarding LOS performance of Roundabouts apply here as well.

1.07.2 Public Transportation

Our earlier comments on Transit (see sects. 1.02.3 and 1.03.4) apply here as well.

1.07.3 Pedestrian and Bicycle Facilities [NO COMMENT]

1.07.4 Transportation Demand Management Strategies [NO COMMENT]

1.08 Funding Strategy

This section includes a good discussion of potential funding strategies and mechanisms to evaluate. However, much of the "Benefits" of "Developer Contributions" for the two proposed MPDs have been lost to the City due to its approval of the MPD Development Agreements which are exempt from State-required Concurrency. In fact, the City is now unable to address Project-Level Concurrency by conducting Transportation Concurrency testing for *each* implementing project (in conjunction with review of Traffic Monitoring results) to better align the timing of needed traffic mitigation. The City's Hearing Examiner stated the following in his Development Agreement recommendations: *"...it is recommended that the [traffic] monitoring plan be amended to make it clear that GMA traffic concurrency review shall supersede any conflicting timing identified in the monitoring plan."* The City Council chose to ignore this very prudent recommendation. The City's

Review of DKS Materials

Hearing Examiner also recommended the following as an Implementing Condition: “U. Project Level Concurrency. The DA monitoring plans, Ex. F, should be revised to provide that the City will not approve any implementing projects unless they comply with GMA concurrency requirements as adopted into the City’s concurrency regulations.” This recommendation also was ignored by the City Council and we believe could lead to legal ramifications, especially given the strength of the Hearing Examiner’s recommendations and the cogency of his arguments.

1.09 Plan Administration

1.09.1 Funding Matrix

Table 7-12. Transportation Improvement Project – Cost Estimates is missing.

1.09.2 Concurrency

Legislative Requirement

Please see our earlier comments on Concurrency under section 1.02.4 where we point out that the City can deny development as an option to meeting Concurrency standards. However, as we stated above under section 1.08 this option, at least for the proposed MPDs, is no longer available to the City.

1.10 Transportation Plan

1.00.4 Transportation and land use Element Coordination

This states the following:

“The Black Diamond Comprehensive Plan Transportation and Land Use Elements are intended to work together to maintain the City’s “small town” character in the face of increasing regional traffic. Surrounding King County land uses and other regional land use patterns may produce adverse effects on City traffic. Land use patterns that perpetuate automobile dependency would be expected to increase traffic in the City. It should be noted that an isolated change of land uses within the City may not, by itself, be expected to produce improved City-wide mobility.”

Once again, there appears to be a fallacy in identifying cause and effect. The City’s “‘small town’ character” is not threatened by outside regional traffic, but rather by its own internally generated traffic resulting from the two proposed massive MPDs. The City must recognize what primarily will cause its future traffic congestion and not try to lay blame on some mysterious outside regional influence.