



CITY OF BLACK DIAMOND
September 6, 2018 Regular Business Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) **Claim Checks** – September 6, 2018 – Check No. 46615 through 46678 (void 44738) in the amount of \$227,277.92
- 2) **Minutes** – Council Meeting of August 16, 2018
- 3) **AB18-072** – Resolution No. 18-1260 Declaring Certain City Property Surplus Mr. Boettcher
- 4) **AB18-073** – Resolution No. 18-1261 Authorizing Agreement with Secure Pacific Corp. Chief Kiblinger
- 5) **AB18-074** – Resolution No. 18-1262 Authorizing Purchase of Two New Police Vehicles Chief Kiblinger
- 6) **AB18-075** – Resolution No. 18-1263 Accepting the Chip Seal Project Mr. Boettcher
- 7) **AB18-076** – Resolution No. 18-1264 Granting Final Plat Approval for Ten Trails (F/K/A “The Villages”) Parcel V13 Subdivision Mr. Williamson
- 8) **AB18-077** – Resolution No. 18-1265 Accepting Grants Funds from the Department of Ecology for Shoreline Master Program Update and Authorizing Mayor to Execute Agreement Ms. Kincaid

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-5700. Thank you for attending.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 9) **AB18-078** – Resolution No. 18-1266 Authorizing Agreement with RH2 Engineering, Inc. for the SCADA/Telemetry Design and Installation for the City’s Water & Sewer Infrastructure Mr. Boettcher
- 10) **AB18-079** – Resolution No. 18-1267 Approving Tough Mudder Special Event Permit SEP18-0010 Ms. Kincaid

DEPARTMENT REPORTS:

MAYOR’S REPORT:

COUNCIL REPORTS:

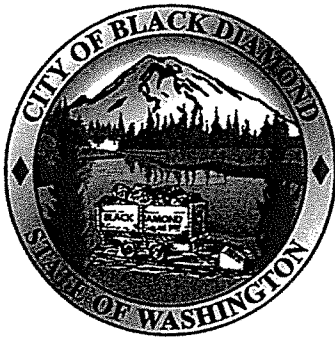
- Councilmember Deady
- Councilmember Oglesbee
- Councilmember Edelman
- Councilmember Stout
- Councilmember Wisnoski

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Date: September 6th, 2018 Council Meeting

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
46615 – 46619	August – Early 3 rd August Batch	08/17/2018 08/30/2018	\$ 47,102.85
46620 – 46675	August – 3 rd August Batch for 09/06 Council	09/07/2018	\$ 176,382.32
46676 – 46677	September – 1 st September Batch for 09/06 Council	09/07/2018	\$ 3,792.75
Prior Year Voids	September – Void Batch for 2014-2017 Unclaimed Property	09/07/2018	\$ -32.00
46678	September – Reissue Batch for 2014-2017 Unclaimed Property	09/07/2018	\$ 32.00
		TOTAL	\$ 227,277.92

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

May Miller

MAY MILLER, FINANCE DIRECTOR

CAROL BENSON, MAYOR

8-30-2018

DATE

DATE

COUNCILMEMBERS

DATE

Register

Fiscal: 2018

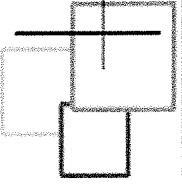
Deposit Period: 2018 - September, 2018 - August

Check Period: 2018 - September - Reissue Batch for 2014-2017 Unclaimed Property, 2018 - September - Void Batch for 2014-2017 Unclaimed Property, 2018 - September - 1st Sep Batch for 09/06 Council, 2018 - August - 3rd Aug Batch for 09/06 Council, 2018 - August - Early 3rd August Batch

Number	Name	Print Date	Amount
Check			
<u>46615</u>	CHS/Cenex	8/17/2018	\$4,993.39
<u>46616</u>	Kenyon Disend, PLLC	8/17/2018	\$6,891.54
<u>46617</u>	Puget Sound Energy	8/17/2018	\$8,308.72
<u>46618</u>	Republic Services #176	8/17/2018	\$695.20
<u>46619</u>	Varius Inc.	8/30/2018	\$26,214.00
<u>46620</u>	AAdvanced Services	9/7/2018	\$429.04
<u>46621</u>	AHBL, Inc.	9/7/2018	\$23,227.50
<u>46622</u>	Alpine Products Inc.	9/7/2018	\$113.01
<u>46623</u>	Andrew Puryear	9/7/2018	\$344.00
<u>46624</u>	APWA Washington Chapter	9/7/2018	\$890.00
<u>46625</u>	Art Gamblin Motors	9/7/2018	\$10,308.19
<u>46626</u>	AWC	9/7/2018	\$350.00
<u>46627</u>	Beatriz Jordan	9/7/2018	\$141.42
<u>46628</u>	BHC Consultants, LLC	9/7/2018	\$59,042.45
<u>46629</u>	Bill's Locksmith Service Inc.	9/7/2018	\$9.00
<u>46630</u>	Black Diamond Gun Club	9/7/2018	\$300.00
<u>46631</u>	Black Diamond Municipal Court	9/7/2018	\$59.58
<u>46632</u>	CenturyLink (AZ)	9/7/2018	\$31.75
<u>46633</u>	CenturyLink (WA)	9/7/2018	\$979.75
<u>46634</u>	City of Black Diamond	9/7/2018	\$159.79
<u>46635</u>	Clair Kintanar	9/7/2018	\$120.00
<u>46636</u>	Comcast (34744)	9/7/2018	\$227.54
<u>46637</u>	Comcast (PA)	9/7/2018	\$394.91
<u>46638</u>	Cummins Sales and Service	9/7/2018	\$195.42
<u>46639</u>	Fairwood Group LLC	9/7/2018	\$16.50
<u>46640</u>	Ferguson Waterworks #3011	9/7/2018	\$8,143.84
<u>46641</u>	Firestone Complete Auto Care	9/7/2018	\$417.28
<u>46642</u>	Francotyp-Postalia, Inc.	9/7/2018	\$130.32
<u>46643</u>	Grainger	9/7/2018	\$219.33
<u>46644</u>	Greater Maple Valley-Black Diamond Chamber of Commerce	9/7/2018	\$180.00
<u>46645</u>	Harold's Plumbing	9/7/2018	\$214.50
<u>46646</u>	Helen Jacobson	9/7/2018	\$487.00
<u>46647</u>	Home Depot Credit Service	9/7/2018	\$1,143.92
<u>46648</u>	Honey Bucket/Northwest Cascade Inc.	9/7/2018	\$178.00
<u>46649</u>	Jimmy Kossert	9/7/2018	\$770.00
<u>46650</u>	Johnsons Home & Garden	9/7/2018	\$237.80
<u>46651</u>	King County Finance	9/7/2018	\$9,087.01
<u>46652</u>	King County Finance - I-Net	9/7/2018	\$375.00
<u>46653</u>	King County Finance - Water & Land Resources Div.	9/7/2018	\$8,000.00

<u>46654</u>	King County Fire District #44	9/7/2018	\$4,316.00
<u>46655</u>	Krista White Swain	9/7/2018	\$3,600.00
<u>46656</u>	Kyocera	9/7/2018	\$709.00
<u>46657</u>	L.N. Curtis & Sons	9/7/2018	\$374.74
<u>46658</u>	Lennar NW LLC	9/7/2018	\$4.50
<u>46659</u>	National Notary Association	9/7/2018	\$69.00
<u>46660</u>	Office Products Nationwide	9/7/2018	\$1,404.04
<u>46661</u>	Parametrix, Inc.	9/7/2018	\$16,368.50
<u>46662</u>	Perteet Inc.	9/7/2018	\$445.00
<u>46663</u>	Positive Promotions, Inc.	9/7/2018	\$234.16
<u>46664</u>	Regional Animal Services of King County	9/7/2018	\$70.00
<u>46665</u>	Safe Security	9/7/2018	\$54.98
<u>46666</u>	Signs By Tomorrow	9/7/2018	\$178.26
<u>46667</u>	Stephanie Metcalf	9/7/2018	\$155.29
<u>46668</u>	Steven W. Crawford	9/7/2018	\$250.00
<u>46669</u>	Summit Law Group	9/7/2018	\$2,411.50
<u>46670</u>	TRM Wood Products Co. Inc.	9/7/2018	\$150.95
<u>46671</u>	Valley Communications Center	9/7/2018	\$14,633.50
<u>46672</u>	Voice of The Valley	9/7/2018	\$640.00
<u>46673</u>	Washington Workwear Stores, Inc.	9/7/2018	\$921.86
<u>46674</u>	Water Management Laboratories, Inc.	9/7/2018	\$21.00
<u>46675</u>	Westover Auto Rebuild	9/7/2018	\$2,446.19
<u>46676</u>	ADT Security Services (PA)	9/7/2018	\$49.99
<u>46677</u>	Sorci Family LLC	9/7/2018	\$3,742.76
<u>46678</u>	Douglas & Alicia Wright	9/7/2018	\$32.00
<u>V44738: Originally Issued 03/28/2017</u>	Douglas & Alicia Wright	9/7/2018	(\$32.00)
		Total	\$227,277.92

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
CHS/Cenex	46615	124244 073118 CH	7/31/2018	2018 - August - Early 3rd August Batch	
		City Fuel: Jul 2018			
		001-000-181-518-30-32-00		Fuel	\$414.73
		001-000-215-521-10-32-00		Marine Fuel VRF	\$304.53
		001-000-246-558-70-32-00		Fuel	\$478.99
		001-000-270-576-80-32-00		Fuel	\$39.73
		001-000-280-536-20-32-00		Fuel	\$19.87
		101-000-000-543-50-32-00		Fuel	\$218.53
		401-000-000-534-80-32-00		Fuel	\$238.40
		407-000-000-535-80-32-00		Fuel	\$238.40
		410-000-000-531-10-32-00		Fuel	\$2,191.58
		Total 124244 073118 CH			
	46615	128275 073118 PD	7/31/2018	2018 - August - Early 3rd August Batch	
		PD Fuel: Jul 2018			
		001-000-210-521-10-32-00		PD-Fuel	\$2,801.81
		Total 128275 073118 PD			\$2,801.81
Total CHS/Cenex	Total 46615				\$4,993.39
Kenyon Disend, PLLC					
46616	187387		8/13/2018	2018 - August - Early 3rd August Batch	
		Capital Projects: Jul 2018 Services			
		001-000-150-515-30-41-35		Legal Svs-Verizon Franchise	\$406.00
		408-000-003-535-80-41-00		Sewer Lagoon Preservation	\$174.00
	Total 187387				\$580.00
46616	187389		8/13/2018	2018 - August - Early 3rd August Batch	
		General City Services: Jul 2018 Services			
		001-000-150-515-30-41-01		Legal Services-General Govt	\$902.05

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
				Name	
		Account Number		Title	
		101-000-000-543-30-41-05		Legal Costs	\$200.45
		401-000-000-534-80-41-04		Legal Svcs	\$300.68
		407-000-000-535-80-41-09		Legal Costs	\$300.68
		410-000-000-531-10-41-01		Legal Costs	\$300.68
	Total 187389				\$2,004.54
46616			8/13/2018	2018 - August - Early 3rd August Batch	
	187390				
		MDRT: Jul 2018 Services			
		001-000-257-558-70-41-00		MDRT Legal Services	\$4,307.00
	Total 187390				\$4,307.00
Total 46616					\$6,891.54
Total Kenyon Disend, PLLC					\$6,891.54
Puget Sound Energy					
46617			8/6/2018	2018 - August - Early 3rd August Batch	
	080618 PSE				
		Jul 2018 Services			
		001-000-212-521-50-47-00		Electric/gas	\$43.23
		220013379882: Police Storage			
		001-000-212-521-50-47-00		Electric/gas	\$501.49
		20009377470: PD/CT Elec			
		001-000-248-518-20-47-00		MDRT Electricity	\$207.48
		220013379841: MDRT Mod Bldgs Elec			
		001-000-254-518-20-47-00		Facilities-Utilities	\$35.98
		20008062016: City Hall Elec			
		001-000-254-518-20-47-00		Facilities-Utilities	\$311.22
		220013379841: CD/PW Mod Bldgs Elec			
		001-000-254-518-20-47-00		Facilities-Utilities	\$177.61
		20008061844: City Hall Elec			
		001-000-270-575-30-47-00		Museum Electric/Gas	\$190.97
		220013378793: Museum			
		001-000-270-575-51-47-00		Gym- Electricity and Gas	\$97.16
		220013379652: Gym			
		001-000-270-576-80-47-00		Electric/Gas	\$2.68
		220013379635: PW Shop-Parks 4%			
		001-000-270-576-80-47-00		Electric/Gas	\$10.45
		220013379221: Lake Sawyer Boat Launch			
		001-000-280-536-20-47-00		Electric/Gas	\$1.34
		220013379635: PW Shop-Cemetery 2%			
		101-000-000-542-63-47-01		Street Lighting	\$1,881.02
		220013397355: PSE Streetlights			

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

	101-000-000-542-63-47-01		220013379601: Baker St Crosswalk	Street Lighting	\$13.58
	101-000-000-542-63-47-01		220013379817: Ped Lighting Roberts	Street Lighting	\$49.78
	101-000-000-542-63-47-01		220013379197: Cov Sawyer & 216th	Street Lighting	\$42.89
	101-000-000-542-63-47-01		220014704229: Intersection Light 219th & SE 296th St	Street Lighting	\$167.77
	101-000-000-542-63-47-01		220013379247: 216th Signal & Street Lights	Street Lighting	\$10.45
	101-000-000-543-31-47-00		220013379635: PW Shop-Street 22%	Electric/Gas	\$14.72
	401-000-000-534-80-47-00		220013379635: PW Shop-Water 24%	Electric/Gas	\$16.06
	401-000-000-534-80-47-00		220013378835: Booster Station	Electric/Gas	\$3,987.53
	401-000-000-534-80-47-00		220013378850: .5 Mil Gal Resv	Electric/Gas	\$18.54
	401-000-000-534-80-47-00		220013378868: 4.3 Mil Gal Resv	Electric/Gas	\$375.29
	407-000-000-535-80-47-00		220013379643: Diamond Glen Sewer	Electric/Gas	\$31.61
	407-000-000-535-80-47-00		220013379635: PW Shop-Sewer 24%	Electric/Gas	\$16.06
	407-000-000-535-80-47-00		220013379619: Sewer Pump	Electric/Gas	\$11.67
	407-000-000-535-80-47-00		220013378819: Morganville Lift Station	Electric/Gas	\$76.08
	410-000-000-531-10-47-00		220013379635: PW Shop-Drainage 24%	Electric/Gas	\$16.06
					\$8,308.72
					\$8,308.72
					\$8,308.72

Total 080618 PSE

Total 46617

Total Puget Sound Energy

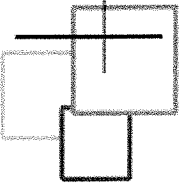
Republic Services #176

46618	5452703	7/31/2018	2018 - August - Early 3rd August Batch
	Jul 2018 Services		
	001-000-270-576-80-47-04		Waste Disposal
	PW-Parks		
			\$10.78

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
		001-000-280-536-20-47-04	PW-Cemetery	Waste Disposal	\$5.39
		101-000-000-543-31-47-04	PW-Street	Waste Disposal	\$59.32
		401-000-000-534-80-47-04	PW-Water	Waste Disposal	\$64.71
		407-000-000-535-80-47-04	PW-Sewer	Waste Disposal	\$64.71
		410-000-000-531-10-47-04	PW-Drainage	Waste Disposal	\$64.71
		Total 5452703			\$269.62
46618		7/31/2018	2018 - August - Early 3rd August Batch		
	5452856	Jul 2018 Services			
		001-000-212-521-50-47-04	Police	Waste Disposal	\$212.79
	Total 5452856				\$212.79
46618		7/31/2018	2018 - August - Early 3rd August Batch		
	545391	Jul 2018 Services			
		001-000-248-518-20-47-03	MDRT	MDRT-Waste Disposal Costs	\$85.12
		001-000-254-518-20-47-01	City Hall	Facilities-Waste Disposal	\$127.67
	Total 545391				\$212.79
Total 46618					\$695.20
Total Republic Services #176					\$695.20
Varius Inc.					
46619		8/7/2018	2018 - August - Early 3rd August Batch		
	1028 V	001-000-257-558-70-41-02	MDRT Civil Engineering-		\$11,324.50
	Total 1028 V				\$11,324.50
46619		8/7/2018	2018 - August - Early 3rd August Batch		
	1029 V	001-000-257-558-70-41-02	MDRT Civil Engineering-		\$1,894.50
	Total 1029 V				\$1,894.50

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
46619	1030 V	8/7/2018	2018 - August - Early 3rd August Batch		
	Total 1030 V	001-000-257-558-70-41-02	MDRT Civil Engineering-		\$11,385.00
46619	1031 V	8/7/2018	2018 - August - Early 3rd August Batch		\$11,385.00
	Total 1031 V	001-000-257-558-70-41-02	MDRT Civil Engineering-		\$1,610.00
Total 46619					\$1,610.00
Total Varius Inc.					\$26,214.00
					\$26,214.00
				Grand Total	\$47,102.85
		Vendor Count	5		

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
AAAdvanced Services					
46620	PUB18-0168 AAS	8/17/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	Refund Overpayment				
	101-000-000-344-10-04-00		Street-Clear & Grade Revenue		\$429.04
	Total PUB18-0168 AAS				\$429.04
Total 46620					\$429.04
Total AAdvanced Services					
AHBL, Inc.					
46621	108946	7/31/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	2018 BD Land Use Planning Services 06/26-07/25				
	001-000-240-558-51-41-06		CD-Prof Svs-Plans Check Costs		\$6,957.50
	Total 108946				\$6,957.50
46621	108947	7/31/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	2018 MDRT Land Use Planning Services 06/26-07/25				
	001-000-257-558-70-49-00		MDRT- Prof Svcs - Planning		\$16,270.00
	Total 108947				\$16,270.00
Total 46621					\$23,227.50
Total AHBL, Inc.					
Alpine Products Inc.					
46622	TM-178804	8/10/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	Streets Striping				
	101-000-000-542-64-41-02		Street Striping		\$113.01
	Total TM-178804				\$113.01
Total 46622					\$113.01
Total Alpine Products Inc.					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Andrew Puryear					
46623	BLD18-0163 AP	8/16/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	Refund Cancelled Permit				
	001-000-240-322-10-00-00			Building Permits	\$208.00
	001-000-240-345-83-00-00			Plan Check Review Fees	\$136.00
	Total BLD18-0163 AP				\$344.00
Total 46623					\$344.00
Total Andrew Puryear					
APWA Washington Chapter					
46624	2018 APWA Fall Conf	8/27/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	Reg ID 110448285				
	101-000-000-542-90-49-01			Training	\$222.50
	401-000-000-534-80-49-03			Training	\$222.50
	407-000-000-535-80-49-02			Training	\$222.50
	410-000-000-531-10-49-02			Training	\$890.00
	Total 2018 APWA Fall Conf				\$890.00
Total 46624					
Total APWA Washington Chapter					
Art Gamblin Motors					
46625	267601	7/17/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	2012 Chevy Tahoe				
	001-000-210-521-10-48-01			PD-Vehicle Maintenance & Repair	\$10,308.19
	Total 267601				\$10,308.19
Total 46625					\$10,308.19
Total Art Gamblin Motors					\$10,308.19
AWC					
46626	64057	7/12/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	WA City & County Plan Directors Conference				
	001-000-240-558-60-43-00			Lodging, Meals & Mileage	\$350.00
	Total 64057				\$350.00
Total 46626					\$350.00
Total AWC					\$350.00

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

Beatriz Jordan

46627	1287	08/08 Services	8/7/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		001-000-120-512-50-41-04		Court Interpreter	\$141.42
Total 46627	Total 1287				\$141.42
Total Beatriz Jordan					\$141.42
BHC Consultants, LLC					\$141.42
46628	0009976	BLD Insp Services 04/21-05/25	6/20/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		001-000-240-558-51-41-03		Prof Sys-Inspection Svs	\$15,830.56
		First Time Received: 08/22/18			
Total 0009976					\$15,830.56
46628	0010147	BLD Insp Services 06/23-07/27	8/15/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		001-000-240-558-51-41-03		Prof Sys-Inspection Svs	\$42,507.69
Total 0010147					\$42,507.69
46628	0010150	MDRT Commercial Review Services 06/23-07/27	8/15/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		001-000-257-558-70-49-01		MDRT Bldg Ins/Bld Off/Plan Exam Expense	\$490.00
Total 0010150					\$490.00
46628	0010164	BD Planning Services through 07/27	8/16/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		310-000-025-558-60-41-00		Comp Plan Update-Prof Svs	\$214.20
Total 0010164					\$214.20
Total 46628					\$59,042.45
Total BHC Consultants, LLC					\$59,042.45

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

Bill's Locksmith Service Inc.

46629	117738	8/16/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		001-000-254-518-20-31-00	Facilities Operating Supplies		\$9.00
		2 Keys for Cash Drawer			
Total 117738					
Total 46629					\$9.00
Total Bill's Locksmith Service Inc.					\$9.00
Black Diamond Gun Club					\$9.00

Black Diamond Gun Club

46630	141	8/10/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		PD Range Rental			
		001-000-210-521-10-35-00	PD-Firearms Program		\$300.00
Total 141					\$300.00
Total 46630					\$300.00
Total Black Diamond Gun Club					\$300.00
Black Diamond Municipal Court					\$300.00

Black Diamond Municipal Court

46631	082318 BDMC	8/23/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Reimbursement for Deposit Slips			
		001-000-120-512-50-31-00	Operating Supplies		\$59.58
Total 082318 BDMC					\$59.58
Total 46631					\$59.58
Total Black Diamond Municipal Court					\$59.58
CenturyLink (AZ)					\$59.58

CenturyLink (AZ)

46632	1447814294	8/11/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		07/12-08/11 Services			
		001-000-254-518-20-42-00	Facilities-Telephones		\$31.75
		Facilities-Old City Hall Main Line # 360-886-2560			
Total 1447814294					\$31.75
Total 46632					\$31.75
Total CenturyLink (AZ)					\$31.75

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

CenturyLink (WA)

46633

081118 CL

2018 - August - 3rd Aug Batch for 09/06 Council

08/11-09/11 Services

001-000-120-512-50-42-00	Telephone/DSL	\$49.44
360-886-2456 160B: PD/CT Security Line		
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	(\$18.71)
206-T54-3585 584B: Police-T1 Line-KC Inet		
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$64.62
360-886-2862 596B: Police-Line 2		
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$186.39
253-631-1012 182B: Police-Main Line		
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$68.04
360-886-2901 325B: Police-Fax		
001-000-270-576-80-42-00	Telephone/DSL/Radios	\$5.16
360-886-2523 656B: PW Shop Allocation		
001-000-280-536-20-42-00	Telephone, DSL & Radios	\$2.58
360-886-2523 656B: PW Shop Allocation		
101-000-000-542-90-42-01	Telephone/DSL/Radios	\$28.35
360-886-2523 656B: PW Shop Allocation		
401-000-000-534-80-42-00	Telephone/DSL/Radios	\$30.93
360-886-2523 656B: PW Shop Allocation		
401-000-000-534-80-42-00	Telephone/DSL/Radios	\$289.26
360-886-7235 830B: Water Reservoir		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$30.93
360-886-2523 656B: PW Shop Allocation		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$59.81
360-886-8146 712B: Old Lawson Pump Station		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$48.35
360-886-0474 006B: Ridge Sewer Pump Station		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$49.44
360-886-0537 580B: Diamond Glen Sewer		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$54.23
360-886-2835 784B: Morganville Pump Station		
410-000-000-531-10-42-00	Telephone/DSL/Radios	\$30.93
360-886-2523 656B: PW Shop Allocation		

Total 081118 CL

Total 46633

Total CenturyLink (WA)

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

City of Black Diamond

46634
073018 COBD PD
2470.0 PD Sewer
001-000-212-521-50-47-02
2470.0 Police Sewer
2018 - August - 3rd Aug Batch for 09/06 Council
Total 073018 COBD PD
Total 46634
Total City of Black Diamond
\$159.79
\$159.79
\$159.79
\$159.79

Clair Kintanar

46635
082218 CK
08/22 Services
001-000-120-512-50-41-02
Protem Judge
2018 - August - 3rd Aug Batch for 09/06 Council
Total 082218 CK
Total 46635
Total Clair Kintanar
\$120.00
\$120.00
\$120.00
\$120.00

Comcast (34744)

46636
0106172 081018
08/17-09/16 Services
001-000-214-521-20-42-00
Police Cable TV Act 8498 34 014 0106172
Police Telephone/DSL/Air Cards
2018 - August - 3rd Aug Batch for 09/06 Council
Total 0106172 081018
\$3.29
\$3.29

46636

0122286 081218
08/22-09/21 Services
001-000-120-512-50-42-00
Court Phone Act 8498 34 014 0122286
Telephone/DSL
2018 - August - 3rd Aug Batch for 09/06 Council
Total 0122286 081218
Total 46636
Total Comcast (34744)
\$224.25
\$224.25
\$227.54
\$227.54

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name	Amount
Comcast (PA)					
46637	68110715		8/1/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		Aug 2018 Services			
		001-000-248-518-20-42-00		MDRT Telephone, Fax, Internet costs	\$55.28
		001-000-254-518-20-42-00		Facilities-Telephones	\$236.95
		101-000-000-542-90-42-01		Telephone/DSL/Radios	\$25.67
		401-000-000-534-80-42-00		Telephone/DSL/Radios	\$25.67
		407-000-000-535-80-42-00		Telephone/DSL/Radios	\$25.67
		410-000-000-531-10-42-00		Telephone/DSL/Radios	\$25.67
		Total 68110715			\$394.91
Total 46637					\$394.91
Total Comcast (PA)					\$394.91
Cummins Sales and Service					
46638	01-2003		8/22/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		Water Pump			
		401-000-000-534-80-48-03		Vehicle Maintenance	\$195.42
Total 01-2003					\$195.42
Total 46638					\$195.42
Total Cummins Sales and Service					\$195.42
Fairwood Group LLC					
46639	PLN16-0071 FG		8/10/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		Refund Overpayment			
		001-000-240-345-89-99-20		Pass thru Consultant-Deposits	\$16.50
Total PLN16-0071 FG					\$16.50
Total 46639					\$16.50
Total Fairwood Group LLC					\$16.50
Ferguson Waterworks #3011					
46640	0676245-1		8/15/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		401-000-000-534-80-31-04		Water Meters	\$7,562.34
Total 0676245-1					\$7,562.34

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

46640	0678510		7/25/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		401-000-000-534-80-31-04		Water Meters	\$581.50
	Total 0678510				\$581.50
Total 46640					\$8,143.84
Total Ferguson Waterworks #3011					\$8,143.84
Firestone Complete Auto Care					
46641	064702		8/22/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		001-000-210-521-10-48-01		PD-Vehicle Maintenance & Repair	\$417.28
	Total 064702				\$417.28
Total 46641					\$417.28
Total Firestone Complete Auto Care					\$417.28
Francotyp-Postalia, Inc.					
46642	RI103755328		8/15/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		08/14-11/13 Postage Machine Rental			\$130.32
		001-000-180-518-50-45-01		Postage Meter Rental & Maint.	\$130.32
	Total RI103755328				\$130.32
Total 46642					\$130.32
Total Francotyp-Postalia, Inc.					\$130.32
Grainger					
46643	591 G		8/23/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		EMG Lights for PW Truck			\$219.33
		510-000-200-594-48-64-09		PW- Truck & Equip	\$219.33
	Total 591 G				\$219.33
Total 46643					\$219.33
Total Grainger					\$219.33

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

Greater Maple Valley-Black Diamond Chamber of Commerce

46644	10642	7/13/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Event Registration			
		001-000-110-511-60-49-00		Training and Workshops	\$90.00
		T. Deady			
		001-000-130-513-10-49-01		Training & Workshop & Dues	\$90.00
		C. Benson			
	Total 10642				\$180.00
	Total 46644				\$180.00

Total Greater Maple Valley-Black Diamond Chamber of Commerce

Harold's Plumbing

46645	BLD18-0120 HP	8/20/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Refund Overpayment			
		001-000-240-322-10-00-00		Building Permits	\$140.00
		001-000-240-345-83-00-00		Plan Check Review Fees	\$74.50
	Total BLD18-0120 HP				\$214.50
	Total 46645				\$214.50

Total Harold's Plumbing

Helen Jacobson

46646	PLN18-0011 HJ	8/14/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Refund Cancelled Permit			
		001-000-240-345-89-00-05		Various Shoreline Fees	\$487.00
	Total PLN18-0011 HJ				\$487.00
	Total 46646				\$487.00

Total Helen Jacobson

Home Depot Credit Service

46647	1010958	5/7/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Parks Operating			
		001-000-270-576-80-31-03		Parks Operating Supplies	\$70.68
	Total 1010958				\$70.68

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
46647	2051336	8/14/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Gym Operating			
		001-000-270-575-51-31-00	Gym Operating Supplies		\$149.77
	Total 2051336				\$149.77
46647	2572318	8/14/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Gym Operating			
		001-000-270-575-51-31-00	Gym Operating Supplies		\$5.66
	Total 2572318				\$5.66
46647	2585986	8/14/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Gym Operating			
		001-000-270-575-51-31-00	Gym Operating Supplies		\$37.76
	Total 2585986				\$37.76
46647	3124604	8/13/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Gym Operating			
		001-000-270-575-51-31-00	Gym Operating Supplies		\$252.84
	Total 3124604				\$252.84
46647	3184418	8/13/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Parks Tools			
		001-000-270-576-80-35-00	Small Tools & Safety Equip		\$79.17
	Total 3184418				\$79.17
46647	3564480	8/13/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Gym Operating			
		001-000-270-575-51-31-00	Gym Operating Supplies		\$58.55
	Total 3564480				\$58.55
46647	4010405	8/22/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Gym Maint			
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance		\$21.93
	Total 4010405				\$21.93

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
46647	4560086	8/22/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		PD Bld Maint			
		001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance		\$11.12
	Total 4560086				\$11.12
46647	4560087	8/22/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		CD & MDRT Bldg Maint			
		001-000-248-518-20-31-00	MDRT Bldg. Supplies		\$31.32
		001-000-254-518-20-31-00	Facilities Operating Supplies		\$62.64
	Total 4560087				\$93.96
46647	5014345	8/11/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		PD Marine Maint			
		001-000-215-521-10-48-00	Repairs and Maintenance VRF		\$42.82
	Total 5014345				\$42.82
46647	5134205	7/12/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		PD Marine Maint			
		001-000-215-521-10-48-00	Repairs and Maintenance VRF		\$41.33
	Total 5134205				\$41.33
46647	5582008	8/21/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		PW Safety Equip			
		001-000-270-576-80-35-00	Small Tools & Safety Equip		\$5.70
		001-000-280-536-20-35-00	Small Tools & Safety Equip		\$2.86
		101-000-000-542-90-31-04	Uniforms & Safety Supplies		\$31.33
		401-000-000-534-80-35-00	Small Tools & Safety Equip		\$34.18
		407-000-000-535-80-35-00	Small Tools & Safety Equipment		\$34.18
		410-000-000-531-10-35-00	Small Tools and Safety Equipment		\$34.18
	Total 5582008				\$142.43
46647	9015304	8/17/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		PD Marine Maint			
		001-000-215-521-10-48-00	Repairs and Maintenance VRF		\$135.90
	Total 9015304				\$135.90
	Total 46647				\$1,143.92

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
Total Home Depot Credit Service					
Honey Bucket/Northwest Cascade Inc.					
46648	0550744326	08/02-08/29 Services	8/2/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		001-000-270-576-80-31-00		Portable Restroom Facility	\$89.00
		Parks-Boat Launch Rental			\$89.00
	Total 0550744326				
46648	0550745590	08/03-08/30 Services	8/3/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		001-000-270-576-80-31-00		Portable Restroom Facility	\$89.00
		Lake Sawyer Regional Park			\$89.00
	Total 0550745590				\$178.00
Total Honey Bucket/Northwest Cascade Inc.					
Jimmy Kossert					
46649	PLN16-0046 JK	Refund Task Order	8/10/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		001-000-240-345-89-99-20		Pass thru Consultant-Deposits	\$770.00
	Total PLN16-0046 JK				\$770.00
Total Jimmy Kossert					
Johnsons Home & Garden					
46650	429099		8/15/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		001-000-210-521-10-48-01		PD-Vehicle Maintenance & Repair	\$63.00
	Total 429099				\$63.00
46650	429187		8/17/2018	2018 - August - 3rd Aug Batch for 09/06 Council	
		001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance	\$5.96
	Total 429187				\$5.96
Total					\$1,143.92

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

46650	429188	8/17/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		001-000-270-576-80-31-03	Parks Operating Supplies		\$101.48
	Total 429188				\$101.48
46650	429307	8/21/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		001-000-270-576-80-31-03	Parks Operating Supplies		\$0.69
		001-000-280-536-20-31-02	Cemetery Operating Supplies		\$0.35
		101-000-000-542-90-31-01	Streets Operating Supplies		\$3.82
		401-000-000-534-80-31-01	Water Operating Supplies		\$4.17
		407-000-000-535-80-31-01	Sewer Operating Supplies		\$4.17
		410-000-000-531-10-31-01	Stormwater Operating Supplies		\$4.17
	Total 429307				\$17.37
46650	429403	8/24/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance		(\$7.59)
	Total 429403				(\$7.59)
46650	429478	8/27/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		101-000-000-542-90-31-01	Streets Operating Supplies		\$57.58
	Total 429478				\$57.58
	Total 46650				\$237.80
	Total Johnsons Home & Garden				\$237.80
	King County Finance				\$237.80
46651	93337-93337	7/31/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		1120292 SGL MTC 219th & SE 297th			\$251.21
		101-000-000-542-64-48-01	Traffic Signal Maintenance		\$251.21
	Total 93337-93337				\$251.21

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
46651	93407-93408	7/31/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		1026426 SGNL 216th & CV-SWYR			
		101-000-000-542-64-41-02		Street Striping	\$8,835.80
		Total 93407-93408			\$8,835.80
Total 46651					\$9,087.01
Total King County Finance					\$9,087.01
King County Finance - I-Net					
46652	11007196	7/31/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Jul 2018 Services			
		001-000-214-521-20-42-01		Police Comm KC I-Net	\$375.00
		Total 11007196			\$375.00
Total 46652					\$375.00
Total King County Finance - I-Net					\$375.00
King County Finance - Water & Land Resources					
Div.					
46653	89696	1/31/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		2017 Services			
		410-000-000-531-10-41-03		KC Water Quality - Testing and Lab	\$8,000.00
		08/17 First Time Received			\$8,000.00
		Total 89696			\$8,000.00
Total 46653					\$8,000.00
Total King County Finance - Water & Land Resources Div.					\$8,000.00
King County Fire District #44					
46654	18-185	8/13/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		001-000-530-522-10-41-00		Fire Dist 44 Prof Serv	\$2,475.00
		Inspections to 12/31/2017			\$1,841.00
		001-000-530-522-10-41-00		Fire Dist 44 Prof Serv	\$4,316.00
		Inspections to 08/01/2018			\$4,316.00
		Total 18-185			\$4,316.00
Total 46654					\$4,316.00
Total King County Fire District #44					\$4,316.00

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

Krista White Swain

46655	082418 KWS	8/24/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	Aug 2018 Services				
	001-000-120-512-50-41-00		Court Judge		\$3,600.00
Total 46655	Total 082418 KWS				\$3,600.00
Total Krista White Swain					\$3,600.00

Kyocera

46656	55T1043005	8/20/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	05/21-08/20 Overages				
	001-000-210-521-10-45-00		PD-Lease Payments - US Bank/Copier		\$119.58
	001-000-248-518-20-45-03		MDRT-Copier Costs		\$76.39
	001-000-254-518-20-45-04		Facilities Copier Maint Lease		\$132.55
	001-000-254-518-20-45-04		Facilities Copier Maint Lease		\$380.48
	City Hall				
Total 46656	Total 55T1043005				\$709.00
Total Kyocera					\$709.00

L.N. Curtis & Sons

46657	177245 A	4/19/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	001-000-210-521-10-31-04		PD-Uniforms		\$60.45
Total 46657	Total 177245 A				\$60.45
46657	180278- A	3/15/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	001-000-210-521-10-31-04		PD-Uniforms		\$314.29
Total 46657	Total 180278- A				\$314.29
Total L.N. Curtis & Sons					\$374.74

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Lennar NW LLC					
46658	BLD18-0122 LNW	8/22/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	Refund Discrepancy				
	001-000-240-322-10-00-02			Mechanic Permits	\$4.50
	Total BLD18-0122 LNW				\$4.50
Total 46658					\$4.50
Total Lennar NW LLC					
National Notary Association					
46659	160379797 081618	8/16/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	1 year Membership				
	001-000-137-514-21-49-02			Memberships	\$69.00
	Total 160379797 081618				\$69.00
Total 46659					\$69.00
Total National Notary Association					
Office Products Nationwide					
46660	990313-0	8/8/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	001-000-210-521-10-31-00			PD-Operating Supplies	\$400.53
	PD Office Supplies				\$400.53
	Total 990313-0				
46660	990930-0	8/10/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	001-000-254-518-20-31-00			Facilities Operating Supplies	\$105.97
	Bldg Maint Supplies				\$105.97
	Total 990930-0				
46660	990931-0	8/10/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	001-000-180-518-50-31-00			Office Supplies City Hall	\$140.06
	CH Office Supplies				\$140.06
	Total 990931-0				
46660	990974-0	8/21/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	001-000-210-521-10-31-00			PD-Operating Supplies	\$70.16

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
		PD Office Supplies			
	Total 990974-0				\$70.16
46660		8/15/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	991601-0	001-000-180-518-50-31-99	Office Supplies CD Bldg Clearing		\$82.50
	Total 991601-0	CD Office Supplies			\$82.50
46660		8/20/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	992216-0	001-000-180-518-50-31-00	Office Supplies City Hall		\$432.63
	Total 992216-0	CH Office Supplies			\$432.63
46660		8/22/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	992792-0	001-000-180-518-50-31-99	Office Supplies CD Bldg Clearing		\$64.30
	Total 992792-0	CD Office Supplies			\$64.30
46660		8/24/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	993393-0	001-000-180-518-50-31-00	Office Supplies City Hall		\$29.95
	Total 993393-0	CH Office Supplies			\$29.95
46660		8/24/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	993394-0	001-000-254-518-20-31-00	Facilities Operating Supplies		\$77.94
	Total 993394-0	Bldg Maint Supplies			\$77.94
	Total 46660				\$1,404.04
	Total Office Products Nationwide				\$1,404.04
	Parametrix, Inc.				
46661		3/6/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
	01-80329	01/28-03/02 Services			
	Total 01-80329	001-000-240-558-51-41-08	Prof Svs-Planning/Reg Review		\$251.00
					\$251.00

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

46661	03548	8/7/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		MDRT Services through 08/10/18			
		001-000-257-558-70-41-06	MDRT Surveyor-Parametrix		\$4,765.00
	Total 03548				\$4,765.00
46661	03786	8/15/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		07/01-07/28 Services			
		320-000-033-542-64-41-00	Park St Int Imp.		\$1,368.75
	Total 03786				\$1,368.75
46661	03787	8/15/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		07/01-07/28 Services			
		320-000-020-595-10-63-00	Roberts Dr 236th to Bruckner-Eng		\$8,535.00
	Total 03787				\$8,535.00
46661	03790	8/15/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		07/01-08/10 Services			
		408-000-003-535-80-41-00	Sewer Lagoon Preservation		\$1,448.75
	Total 03790				\$1,448.75
Total 46661					\$16,368.50
Total Parametrix, Inc.					
Perteet Inc.					
46662	20180063.000-1	8/7/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		06/01-07/29 Services			
		310-000-004-595-62-63-02	Ginder Creek Trail		\$445.00
	Total 20180063.000-1				\$445.00
Total 46662					\$445.00
Total Perteet Inc.					\$445.00

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

Positive Promotions, Inc.

46663 06080133 8/3/2018 2018 - August - 3rd Aug Batch for 09/06 Council \$234.16

001-000-216-521-10-31-00 CJ Education Supplies \$234.16

Total 06080133 \$234.16

Total 46663

Total Positive Promotions, Inc.

Regional Animal Services of King County

46664 081418 RAS 8/14/2018 2018 - August - 3rd Aug Batch for 09/06 Council \$30.00

Pet Licenses King County Animal License \$30.00

633-000-000-589-90-00-01

Total 081418 RAS

46664 082918 RAS 8/29/2018 2018 - August - 3rd Aug Batch for 09/06 Council \$40.00

Pet Licenses King County Animal License \$40.00

633-000-000-589-90-00-01

Total 082918 RAS \$70.00

Total 46664

Total Regional Animal Services of King County

Safe Security

46665 4676447 8/14/2018 2018 - August - 3rd Aug Batch for 09/06 Council \$54.98

Aug 2018 Services PW Clearing-shared Shop Cost \$54.98

101-000-000-544-90-48-01

Total 4676447 \$54.98

Total 46665

Total Safe Security

Signs By Tomorrow

46666 INV-29846 8/17/2018 2018 - August - 3rd Aug Batch for 09/06 Council \$50.22

510-000-200-594-48-64-09 PW- Truck & Equip \$50.22

Kevin's Truck

Total INV-29846

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

46666	INV-29908	8/17/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		001-000-270-576-80-31-04	Park Signage		\$128.04
Total 46666	Total INV-29908				\$128.04
Total Signs By Tomorrow					\$178.26
Stephanie Metcalf					\$178.26
46667	081618 SM	8/16/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Employee Rembursement			
		001-000-120-512-50-35-00	Court-small tools & Equip		\$16.28
		Paint			
		001-000-120-512-50-35-00	Court-small tools & Equip		\$107.51
		Lamp			
		001-000-120-512-50-35-00	Court-small tools & Equip		\$31.50
		Picture			
Total 46667	Total 081618 SM				\$155.29
Total Stephanie Metcalf					\$155.29
Steven W. Crawford					\$155.29
46668	8Z0154042 SWC	8/22/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		001-000-151-515-91-41-00	Court Legal-Public Defender		\$250.00
Total 46668	Total 8Z0154042 SWC				\$250.00
Total Steven W. Crawford					\$250.00
Summit Law Group					\$250.00
46669	94516	8/20/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		PD Services through 07/31			
		001-000-150-515-30-41-02	Legal Services -Employment		\$1,643.00
Total 46669	Total 94516				\$1,643.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
46669	94517	8/20/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		Union Services through 07/31			
		001-000-150-515-30-41-08	Legal Svcs-Union Contracts		\$768.50
Total 46669	Total 94517				\$768.50
Total Summit Law Group					\$2,411.50
					\$2,411.50
TRM Wood Products Co. Inc.					
46670	364797	8/20/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance		\$150.95
Total 46670	Total 364797				\$150.95
Total TRM Wood Products Co. Inc.					\$150.95
					\$150.95
Valley Communications Center					
46671	0022777	8/10/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		911 Calls Jul 2018			
		001-000-214-521-20-41-00	Valley Comm - Dispatch Service		\$14,633.50
		350 calls			\$14,633.50
Total 46671	Total 0022777				\$14,633.50
Total Valley Communications Center					\$14,633.50
					\$14,633.50
Voice of The Valley					
46672	20729	8/6/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		001-000-246-558-70-44-00	Advertising		\$400.00
Total 46672	Total 20729				\$400.00
46672	20730	8/6/2018	2018 - August - 3rd Aug Batch for 09/06 Council		
		001-000-240-558-60-41-75	Advertising		\$240.00
Total 46672	Total 20730				\$240.00
Total Voice of The Valley					\$240.00
					\$640.00
					\$640.00

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

Washington Workwear Stores, Inc.

46673	8/23/2018	2018 - August - 3rd Aug Batch for 09/06 Council			
3701					
	001-000-270-576-80-31-07	Uniforms			\$36.87
	001-000-280-536-20-31-04	Uniforms			\$18.43
	101-000-000-542-90-31-04	Uniforms & Safety Supplies			\$202.81
	401-000-000-534-80-31-05	Uniforms			\$221.25
	407-000-000-535-80-31-04	Uniform Allowance			\$221.25
	410-000-000-531-10-31-04	Uniforms and Safety Supplies			\$921.86
Total 3701					\$921.86
Total 46673					\$921.86

Total Washington Workwear Stores, Inc.

Water Management Laboratories, Inc.

46674	8/21/2018	2018 - August - 3rd Aug Batch for 09/06 Council			
169449					
	401-000-000-534-80-41-02	Water Testing and Sampling			\$21.00
Total 169449					\$21.00
Total 46674					\$21.00

Total Water Management Laboratories, Inc.

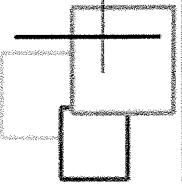
Westover Auto Rebuild

46675	8/1/2018	2018 - August - 3rd Aug Batch for 09/06 Council			
25135					
	2017 Ford F-150				
	001-000-210-521-10-48-01	PD-Vehicle Maintenance & Repair			\$2,446.19
		Already Reimbursed by Insurance			\$2,446.19
Total 25135					\$2,446.19
Total 46675					\$2,446.19

Total Westover Auto Rebuild

Vendor Count	56	Grand Total			\$176,382.32
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Voucher Directory with Transaction Date



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

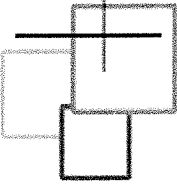
ADT Security Services (PA)

46676	669952957	8/13/2018	2018 - September - 1st Sep Batch for 09/06 Council		
	09/01-09/30 Services				
	001-000-270-576-80-49-02		Security		\$0.99
	001-000-280-536-20-49-02		Security		\$2.00
	101-000-000-542-90-49-03		Security		\$11.00
	401-000-000-534-80-49-07		Security		\$12.00
	407-000-000-535-80-49-05		Security		\$12.00
	410-000-000-531-10-49-04		Security		\$12.00
	Total 669952957				\$49.99
	Total 46676				\$49.99
	Total ADT Security Services (PA)				\$49.99

Sorci Family LLC

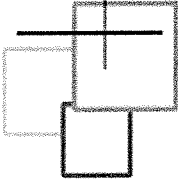
46677	083118 SFLLC	8/31/2018	2018 - September - 1st Sep Batch for 09/06 Council		
	Sep 2018 Rent				
	001-000-248-518-20-45-02		MDRT Property Rental Cost		\$647.43
	001-000-254-518-20-45-02		Facilities-Prop Rental		\$970.12
	001-000-254-518-20-45-05		Facilities City Hall Bldg Rental		\$2,125.21
	Total 083118 SFLLC				\$3,742.76
	Total 46677				\$3,742.76
	Total Sorci Family LLC				\$3,742.76
	Vendor Count	2	Grand Total		\$3,792.75

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
Douglas & Alicia Wright	V44738: Originally Issued 03/28/2017		8/14/2018	2018 - September - Void Batch for 2014-2017 Unclaimed Property	
	V44738				
		Void Check 44738			
		401-000-000-343-40-00-01		Water Charges	(\$32.00)
		Total V44738			(\$32.00)
Total V44738: Originally Issued 03/28/2017					(\$32.00)
Total Douglas & Alicia Wright					(\$32.00)
Vendor Count 1					
Grand Total					(\$32.00)

Voucher Directory with Transaction Date



Vendor		Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
			Account Number		Name Title	
Douglas & Alicia Wright		46678	081418 DAW	8/14/2018	2018 - September - Reissue Batch for 2014-2017 Unclaimed Property	
			Reissue Check 44738			
			401-000-000-343-40-00-01		Water Charges	\$32.00
			Utility Refund: Acct 4397.0			\$32.00
			Total 081418 DAW			\$32.00
			Total 46678			\$32.00
Total Douglas & Alicia Wright						\$32.00
			Vendor Count	1	Grand Total	\$32.00

BLACK DIAMOND CITY COUNCIL MINUTES

Council Meeting of August 16, 2018

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Edelman, Stout, and Wisnoski.

ABSENT: None

Staff present: Seth Boettcher, Public Works Director; Kevin Esping, Facilities Manager; May Miller, Finance Director; David Linehan, City Attorney, Jamey Kiblinger, Police Chief and Brenda L. Martinez, City Clerk.

AGENDA REVIEW AND APPROVAL:

Councilmember Edelman **moved** to adopt the agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation - City of Covington Aquatic Center Condition Assessment

City of Covington Parks and Recreation Director Ethan Newton shared with Council the Aquatic Center Condition Assessment their city had completed by ORB Architects. He noted there is no ask of the Council tonight; he is just sharing information. In closing he discussed what sharing a facility might look like and discussed the process that would take place.

CONSENT AGENDA:

Councilmember Deady **moved** to adopt the Consent Agenda; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – August 16, 2018 – Check No. 46488 through 46614 (voids 46489-46541, 46552-46561, 41556, 43917, 43997, 44019, 44075, 44122, 44256, 44527, 45539) and EFTs in the amount of \$278,181.98
- 2) **Payroll** – July 31, 2018 – Check No. 19595 through 19613 and ACHs in the amount of \$335,624.17
- 3) **Minutes** – Special Meeting of July 26, 2018 and Council Meeting of August 2, 2018

PUBLIC COMMENTS: None

PUBLIC HEARINGS: None

NEW BUSINESS:

- 4) **AB18-070** – Resolution No. 18-1259 Adopting the 2019-2024 Capital Improvement Plan

Finance Director Miller addressed this item with Council.

Councilmember Stout **moved** to adopt Resolution No. 18-1259 adopting the 2019-2024 Capital Improvement Plan; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

DEPARTMENT REPORTS:

Fire Department – Fire Commissioner McKinney reported the ad hoc committee meeting scheduled for next Tuesday will be postponed as there would not be a quorum present. She shared the department has been busy with water rescues and brush fires and asked everyone to be diligent during this high fire season. She also noted that the burn ban is expected to be in effect until after Labor Day.

Public Works – Public Works Director Boettcher addressed the request of putting in a ball field next to the gym and adjusting the placement of the fence. He discussed the needs of the department and how the ball field would take up a big area. He shared the acreage of public works facilities in North Bend, Snoqualmie and Fife and stated our facility is roughly 2 acres and most are 6 acres and above. Following Council discussion, it was noted there was not enough room to have a ball field.

MAYOR'S REPORT:

Mayor Benson reported attending the SEAL TC meeting, children's steel drum party put on by the Library, meeting with King County and Mr. Boettcher on the Comprehensive Solid Waste Program and supporting that program; active shooter training given by Commander Colagiovanni in the Council Chambers; Port of Seattle water front tour; Chief for a Day at

the Regional Justice Center with Black Diamond's little Chief Jack; Black Gold Coffee music on the patio.

COUNCIL REPORTS:

Councilmember Edelman reported attending all the events the Mayor attended and added she attended National Night Out event at the Mayor's house; met with the City Clerk and Mayor regarding a "Welcome to Black Diamond" brochure to welcome new residents to our community. She shared the next Hometown Social at Ten Trails is August 24th and Aaron Crawford will be performing.

Councilmember Stout reported attending the Public Works Committee meeting where the fence issue was discussed; Budget and Finance Committee meeting where the vouchers on tonight's agenda were reviewed and discussion on the replacement of the police security system. She also shared attending the Maple Valley Youth Choir recital and noted they have scholarships for youths who can't afford to attend.

Councilmember Wisnoski reported it being a slow week, however he was able to get out and meet new neighbors in the community.

Councilmember Deady reported attending Chief for a Day and praised the Chief and Police Officers for their hard work in putting this together. Attended the Finance meeting; met with Public Works Director and Mayor on the fence request; thanked Kevin Esping for putting the blinds in the gym and for getting it done so quickly; shared the community-wide yard sale was a huge success and over 25 families participated; working with Commander Colagiovanni about the active shooter training; she also reported that at the finance meeting there was a discussion about having the city pay for the insurance portion for the parade and would like to see this added to next years budget which is approximately \$2,800. In closing she reported attending National Night Out.

Councilmember Oglesbee noted it being a quiet week. She is actively working with Labor Days and attended National Night Out with Officer Lynch and shared what a great experience it was to visit all the areas in the community who participated in this event; she thanked Councilmember Deady for speaking up on the insurance portion of Labor Days; she shared the need for volunteers to keep the Labor Event going and encouraged people to step up. She discussed the next committee meetings and again stressed if this event is to continue they need volunteers.

ATTORNEY REPORT:

City Attorney Linehan reported to Council on the new legislative changes to the business licensing practices that cities are required to implement with choices. He discussed needing help from Council before an ordinance could be crafted. He suggested getting ready a packet for Council to review so they can come to the next meeting in September to discuss how these options would play out and give direction on how they want the code drafted. He shared that state law requires that all cities must allow for an exemption for

business licenses for those businesses that do not have a business location within the city and do less than \$2,000 gross revenue annually. He noted Council will have two decisions to make: 1) What threshold the Council wants to use, the minimum of 2,000 or a higher amount, and 2) Does the City want to require those businesses that fall under the minimum to obtain a business license at no charge.

PUBLIC COMMENTS:

Gary Davis, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Wisnoski **moved** to adjourn the meeting; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (5-0).

The meeting ended at 8:14 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution declaring certain city property as surplus property	Agenda Date: September 6, 2018 AB18-072	
	Mayor Carol Benson City Administrator City Attorney David Linehan City Clerk – Brenda L. Martinez Com Dev/Nat Res – Barb Kincaid Finance – May Miller MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$200.00	Police – Chief Kiblinger	
Fund Source: --Surplus Fund	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	
	Facilities – Kevin Esping	X
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution and Exhibit "A"		
<p>SUMMARY STATEMENT:</p> <p>As needed the City discontinues use of or has no need for certain property and it is turned over the Facilities Coordinator to surplus it. With the authorization from the City council surplus items are available for sale either by sealed bid, online auction or other reasonable and allowable means.</p> <p>FISCAL NOTE (Finance Department): Any funds received from sale of surplus will be receipted to the appropriate department.</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance committee reviewed this item at their August 30, 2018 Meeting and recommended forwarding to Council for their approval.</p>		
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 18-1260, declaring certain City property surplus to the needs of the City.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 6, 2018		

RESOLUTION NO. 18-1260

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
DECLARING CERTAIN CITY PROPERTY SURPLUS TO
THE NEEDS OF THE CITY**

WHEREAS, the City desires to dispose of personal property surplus to the needs of the City; and

WHEREAS, such property has accumulated over time in various storage areas; and

WHEREAS, all such property has been cataloged with all departments have the opportunity to review the listing; and

WHEREAS, City Council must deem the property to be surplus and authorize its disposal;

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

Section 1. The listing of certain City property is hereby declared surplus to the needs of the City of Black Diamond, as attached hereto as Exhibit A.

Section 2. City Council authorizes staff to make items available for sale either by sealed bid, online auction or other reasonable and allowable means.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF SEPTEMBER 2018.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Surplus Exhibit "A"

[illegible]

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the replacement of video surveillance system for police/court/council/EOC building with Secure Pacific Corp.	Agenda Date: September 6, 2018 AB18-073	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	X
Cost Impact (see also Fiscal Note): \$9803.00 and \$115.00 per month thereafter.		
Fund Source: –REET	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Proposal		
SUMMARY STATEMENT: Approximately one year ago, after one of our severe wind storms, which caused a power outage, the video surveillance system became inoperative. Since then we have had no monitoring of the building. After meeting with three different vendors, Secure Pacific Corp., 24/7 Security, and Johnson Controls Security, we are recommending Secure Pacific Corp. which are noted below. <ul style="list-style-type: none"> • Cost covers all installation, labor, cameras and most other equipment. • On-site repair at no cost, camera replacement at no cost (if due to normal wear and tear.) • Free annual inspections. • On-site training. We currently use Secure Pacific for our burglary alarm system and have not had any issues. FISCAL NOTE (Finance Department): The cost of the video surveillance system is covered in the 2018 Capital Budget.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The finance committee reviewed this item at their August 16, 2018 Meeting and recommenced forwarding to Council for their approval.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 18-1261, authorizing the Mayor execute an agreement with Secure Pacific Corporation for the installation, equipment and monitoring of a video surveillance system.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 6, 2018		

RESOLUTION NO. 18-1261

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SECURE PACIFIC CORP FOR THE INSTALLATION, EQUIPMENT AND MONITORING OF A VIDEO SURVEILLANCE SYSTEM;

WHEREAS, the current video surveillance system became inoperable last winter during a power outage and wind storm. The system was over 12 years old at the time; and

WHEREAS, our Information Technology Director Robert Reed met with three companies to review video surveillance options for the city building located at 25510 Lawson ST; and

WHEREAS, the Secure Pacific Corp offered the most comprehensive, cost effective system, includes Cost covers all installation, labor, cameras and most other equipment. on-site repair at no cost, camera replacement at no cost (if due to normal wear and tear,) free annual inspections, and on-site training; and

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

Section 1. The Mayor is hereby authorized to enter into an agreement with Secure Pacific Corp for the installation, equipment and monitoring of a video surveillance system.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF SEPTEMBER, 2018.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Verified Peace of Mind[®]



Intrusion | Video Surveillance | Managed Access Control | Fire Detection

Systems Proposal

for

City Of Black Diamond

CCTV Proposal

Prepared For:

Jamey Kiblinger

Police Chief

City Of Black Diamond

(253) 631-1012

jkiblinger@blackdiamondwa.gov

Prepared By:

Jeremy Robinson

Security Consultant

Secure Pacific Corporation

(253) 312-0478

jrobinson@securepacific.com

Peace of Mind Guarantee

Our Peace of Mind Guarantee

It is our guarantee and commitment to you that during the term of your Quality Assurance Program you will receive the following:

Warranty

Secure Pacific will respond on-site and repair, at no additional cost, your Video Surveillance System should it fail due to normal wear and tear. While a Secure Pacific Customer.

Replacement Policy

Should any item fail, we will replace the item with a similar or better item at no cost to you.

Confidence

Secure Pacific will install a loaner item in the place of any component that is sent out for repair. This gives you 100% confidence that your system will provide you with the 24/7 security you deserve.

Service Guarantee

Secure Pacific guarantees the arrival of a service technician, on-site, ASAP or within (2) two hours from the time of your emergency service request.

Annual Inspection

Secure Pacific will arrive on-site at least once annually to perform scheduled preventative service to your Video Surveillance System.

Training

Whenever you request, Secure Pacific, at no additional cost, will provide on-site training for you and your staff on the proper use of your Video Surveillance System.

Technical Assistance

If needed, Secure Pacific will provide technical assistance to retrieve critical images from your recording device at no cost to you.

Satisfaction Guarantee

Secure Pacific offers a full, unconditional refund of your installation fee and removal of our equipment from your premises if, for any reason, at six month after installation you are dissatisfied with your Secure Pacific service.

Proposal Number: 27167-1-0
Date: August 22, 2018



As an Addendum to the Agreement between Secure Pacific and the client it is agreed:

1. **Warranty.** Beginning after seven (7) consecutive days from installation and operation in Client's premises of Secure Pacific security devices and equipment, Secure Pacific warrants to Client that said Secure Pacific security devices and equipment which are monitored by a Secure Pacific central station will detect and the central station will report to the proper agency any burglary by forcible intrusion into the interior areas of the Client's facility actually protected by the Secure Pacific Security System (the "Protected Facility"). In the event the Client's telephone line is inoperative during the burglary by forcible intrusion, then in lieu of the above warranty, Secure Pacific warrants to Client that if properly activated by Client, any audible device that is part of the Secure Pacific Security System at the Protected Facility will sound upon any burglary by forcible intrusion through a protected entry point into the Protected Facility. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum .
2. **Scope of Warranty.** This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion through a protected point of entry into the Protected Facility which is undetected or unreported by the Secure Pacific Security System if said burglary occurs at a time the Secure Pacific Security System has been properly activated by the Client and at a time the Protected Facility is not occupied by Client or other authorized occupant ("Covered Event"). Covered Goods shall mean the Client's own tangible property and fixtures. It is further understood and agreed that the Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Client and the manufacturers of the various devices or equipment used in the Secure Pacific Security System and any such rights , limitations and responsibilities remain solely between those parties .
3. **Exclusions.** This Warranty does not extend to, and Secure Pacific or its agent shall have no liability for, the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior facility damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles, or other property not Covered Goods; (c) loss or damage which occurs at a time when the Protected Facility is occupied by a Client or other authorized occupant, or at a time when the Secure Pacific Security System has not been properly activated by the Client or operated in accordance with the instructions given to Client, or at a time when the Secure Pacific Security System is inoperative due to riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of Secure Pacific; (d) loss or damage occurring during a period of time that the Client has been previously notified by Secure Pacific or its agent that the Secure Pacific Security System would be inoperative; (e) loss or damage that occurs by reason of entry to the Protected Facility via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (f) loss or damage occurring in premises or a location other than the Protected Facility, such as satellite buildings, warehouses, garages, utility rooms, storage buildings, sheds, rooms added on, or any other premises not actually protected by the Secure Pacific Security System .
4. **Maximum Liability.** The maximum liability under this Warranty shall be Five Thousand Dollars (\$5,000) for the entire Protected Facility. If Covered Goods are lost or damaged as a result of a Covered Event, Secure Pacific or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Client; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Client without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars (\$50.00) per item of jewelry.
5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Secure Pacific Security System by Client in strict accordance with the instructions delivered to Client; and (b) any Covered Event must be promptly reported by Client to the police authorities and to Secure Pacific, and within seven (7) days after a Covered Event Client shall submit to Secure Pacific or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Client's original cost of each item, and any other information deemed necessary or desirable regarding such goods .
6. **Termination.** Secure Pacific or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Client. This Warranty is for the exclusive benefit of and is personal to Client and shall not inure to the benefit of any party (including insurers) other than Client.
7. **Waiver of Subrogation.** For the benefit of Secure Pacific or its agent, Client hereby waives any rights of subrogation against Secure Pacific that any insurer of Client may have, provided, however, that if this waiver shall cause the applicable insurance coverage of Client, if any, to be invalidated, this waiver shall be void and of no effect.
8. **Effect on Agreement.** Nothing in this addendum , unless specifically stated otherwise , shall modify or supersede the terms of the principal Agreement .

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SIGNED THIS _____ DAY OF _____, YEAR OF _____

SECURE PACIFIC CORP

CLIENT

By: _____

LOCATION: _____

By: _____

Scope Of Work

Customer Details:

Site: 25510 Lawson Street, Black Diamond, WA, 98010

Billing: PO Box 599, Black Diamond, WA, 98010

Contact: Jamey Kiblinger (253) 631-1012, jkiblinger@blackdiamondwa.gov

- **Materials** - Our security solution includes all labor, wire and miscellaneous materials necessary to install the proposed system in a workmanship like manner. The installation will be in accordance to industry standards, regulations and codes.
- **Electric** - The client will provide the company with access to necessary electric(120VAC) connections.
- **Electric, Direct Connect** - Connections to panels and devices which require a 120VAC direct connect (do not plug in) will be made by a licensed high voltage electrician.
- **IP Communications** - The client will provide and maintain any required broadband public internet connection needed for monitoring or remote access to the system. The client will be responsible to provide a static IP address if required by the system. Secure Pacific Corporation will need to work with the client's IT professional to establish the needed IP addresses, subnet mask, default gateway and open ports as well as any firewall routing to enable the system communications. The client will make available the physical port connections to the network. Installation will begin after the needed connections and information is provided to the installing technician. Internet connection fees are the responsibility of the client.
- **Availability of Connections** - Required power, phone line, network and internet connections not available at the time of installation may result in an additional trip charge which will be invoiced separately.
- **Fire Drawings and Permits** - Where the State, City or municipality requires permits and drawings the company will provide all of the submittals and separately invoice the client for the expenses. Fire system designs are subject to the approval and inspection of the local Fire Marshal. Any additional specific devices that are required will be invoiced separately.
- **Payment Terms** - Deposit of 50% of installation amount required upon signing of agreement. Final balance due upon completion of installation.
- **Taxes** - All work and service are subject to sales tax unless client provides company with tax exemption form.
- **Electrical Permits** - Many jurisdictions require permits for the use of installation of an alarm system. Any permit fees are not included in proposal and will be billed separately if required.

Initials: _____

****Customer has Rack Space to hold this NVR, Customer will provide:**

1. 16port POE Switch
2. Rack mounted Surge
3. 24 port Patch Panel

We will supply cable to the Patch, and the 3" Cables 16 port Switch

Proposal Number: 27167-1-0
Date: August 22, 2018



Investment Summary

Customer Details:

Client: City Of Black Diamond
Site: 25510 Lawson Street, Black Diamond, WA, 98010
Contact: Jamey Kiblinger
Phone #: 253-631-1012

Security Consultant:

Name: Jeremy Robinson
Cell: 253-312-0478
Email: jrobinson@securepacific.com

CCTV

QTY	Description
1	16-Channel 8TB NVR (30 Days)
10	3' Cable
1	Indoor 4MP 2.8mm Mini Dome 30' IR
1	Mini Dome Wall Mount
6	Outdoor 4MP 4mm Bullet 90' IR
2	Indoor 6MP 360 Degree Dome 45' IR
2	360 degree Wall Mount

Labor Schedule for: CCTV

QTY	Description	Rate	Ext. Price
22.00	Install	\$125.00	\$2,750.00
4.00	Difficulty Factor	\$125.00	\$500.00

Investment Summary

Purchase Price, Excluding taxes:	\$9,803.00
Applicable taxes:	\$680.68
Purchase Price, Including taxes:	\$10,483.00
Monthly Investment:	\$115.00
Deposit Due in Advance:	\$5,242.00
Balance Due Upon Completion:	\$5,242.00

Client Owns all Equipment

This proposal does not constitute a sales agreement. Price quoted above in effect for 30 days from date submitted. Acceptance of this security system quotation is subject to all terms and conditions of Secure Pacific Corporation's standard client agreement which must be executed prior to installation.

Security Consultant Signature: _____ Date: _____

Security System Quotation Approved: _____ Date: _____
(Customer Signature)

Secure Pacific Corporation
Federal Tax ID No. 20-8966510

VITAL ACCOUNT INFORMATION

ver 04.2016

Must be RECEIVED 72 Business Hours Before the Security System May be Used

Email to customerservice@verifiedpeaceofmind.com



SECTION 1 - ACCOUNT INFORMATION

Copy Information From Existing Account> Name: _____ Account # _____
If Take-Over, Effective Date is: _____

Account/Site Name: _____ Account #: _____
Site Address: _____
Street _____ City, State Zip _____
Is this site located with city limits? YES NO

Site Phone Number _____
Alarm Permit Number _____ Cross Street: _____
Mailing address if different from above: _____
Street _____ City, State Zip _____

SECTION 2 - MAIN CONTACT INFORMATION

Contact Name: _____ / _____
Contact Number: _____ / _____
Work Phone Number: _____ / _____
Cell Phone Number: _____ / _____
Email address: _____ / _____
Fax Number: _____ / _____

SECTION 3 - Authorized Personnel

Please list names and phone numbers of individuals AUTHORIZED to make account changes:

Name:	Password (Mandatory)	Contact Phone # :
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 4 - EMERGENCY PERSONNEL

If there is an incident, whom would you like us to notify and in what order? If you have a guard service, please list:

Name	Primary Phone	Home?	Cell?	Secondary Phone	Home?	Cell?
1 > _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
2 > _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
3 > _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
4 > _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
5 > _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
6 > _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 5 - Commercial Accounts Only

Residential Customers continue to page 2

If you wish to be notified that your security has not been turned on by a particular time daily, please indicate the earliest and latest time employees will be in the building:

	Earliest	Latest
Monday-Friday ...	<input type="text"/>	<input type="text"/>
Saturday ...	<input type="text"/>	<input type="text"/>
Sunday ...	<input type="text"/>	<input type="text"/>
Listed Holidays ...	<input type="text"/>	<input type="text"/>

Please Indicate below your wishes regarding receiving monthly arm/disarm reports (Your request can be changed at any time):

Declined ☐ YES by Email ☐ E-mail Address: _____

SECTION 6 - USER INFORMATION

Please list the individuals requiring their own unique four digit code number

Note: Code Word (**Residential use only**), if all users share the same code, please select a Code Word that our operations center staff may use to verify identity.

Individual Name

4 Digit Code Number

Cannot start with a Zero

[illegible]

THANK YOU for taking the time to complete this important form.
It will aid us in providing you with the highest level of security for your dollar invested.
Please remember to notify us of any changes to this information.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: September 6, 2018 AB18-074	
Resolution authorizing the purchase of two new police vehicles	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): Not to exceed \$100,000.	Police – Chief Kiblinger	X
Fund Source: --General Fund, REET	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution		
SUMMARY STATEMENT: This resolution is for the purpose of purchasing two police vehicles through the Washington State Department of Enterprise Services, Vehicle Contracts.		
HISTORY: In 2006, the City of Black Diamond established a cycle to replace vehicles on a scheduled basis but due to budget constraints were not able to follow the scheduled replacement. This has resulted in having costly repair bills, significant down time for both staff and vehicles in order to transport these vehicles to/from the repair shop, and officer safety issues as vehicles have broken down during calls for service. The City purchased four new vehicles in an effort to catch up, but even with those purchases, still puts us 1-2 patrol vehicle replacements behind schedule, not including any future positions/hires.		
This purchase replaces two existing patrol vehicles, one that was taken out of service with 140,000 miles on it, the other with an estimated 115,000-120,000 at replacement.		
The vehicles purchased will be 2019 Ford Police Interceptor AWD SUV's. FCI, located in North Bend, will be doing the installation of the police equipment.		
One vehicle will be purchased using General Fund monies and the other vehicle will be purchased out of REET monies, as shown in the Capital Improvement Plan.		
Fiscal Note: Both vehicles will be ordered in 2018 and paid for when received in 2019. The General Fund portion for one vehicle will be paid for from the General Fund dollars from Police Traffic School Fees received in excess of budget in 2018 and carried over to 2019 to be added to the funds budgeted in 2019 for the other vehicle.		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Both the public safety and finance committee have reviewed and supported this purchase.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 18-1262, authorizing the purchase of two new police vehicles off the Washington State Department of Enterprise Services, vehicle contracts list.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 6, 2018		

RESOLUTION NO. 18-1262

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE PURCHASE OF TWO NEW POLICE
VEHICLES OFF THE WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES, VEHICLE
CONTRACTS LIST**

WHEREAS, in 2006 the City of Black Diamond established a cycle to replace vehicles on a scheduled basis; and

WHEREAS, the police department has identified the need to replace two police vehicles in 2018-2019, several with over 120,000 miles and currently having costly repair bills; and

WHEREAS, the replacement of two police vehicles will provide officers with reliable vehicles in order to respond to emergencies and will save the city money currently being spent in costly repair bills and significant staff time transporting these vehicles; and

WHEREAS, the City included the cost of one police replacement vehicle in the 2019-2024 Capital Improvement Plan;

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

Section 1. The police department is hereby authorized to purchase two police vehicles off the Washington State Department of Enterprise Services Contract List and subsequent installation of police equipment, not to exceed \$100,000.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF SEPTEMBER 2018.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution accepting the 224th Ave. SE/228th Ave. SE/SE 296th St. Chip Seal project	Agenda Date: September 6, 2018 AB18-075	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	X
Fund Source: --	Court – Stephanie Metcalf	
Timeline: September 2018		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution		
SUMMARY STATEMENT: Doolittle Construction LLC completed the required work for the 224 th Ave. SE/228 th Ave. SE/SE 296 th St. Chip Seal project. Retainage of 15% will be held until release is received by the Department of Revenue, Department of Labor and Industries, and the Employment Security Department. Once release from these departments has been received, the City may release retainage to the contractor.		
FISCAL NOTE (Finance Department): This project was primarily covered by a 2018 Transportation Improvement Grant.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends forwarding to Council for their approval.		
RECOMMENDED ACTION: MOTION to adopt Resolution 18-1263 accepting the 224th Ave. SE/228th Ave. SE/SE 296th St. Chip Seal project Doolittle Construction LLC as complete according to the contract documents.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 6, 2018		

RESOLUTION NO. 18-1263

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
REGARDING FINAL ACCEPTANCE OF THE 224TH AVE.
SE/228TH AVE. SE/SE 296TH ST. CHIP SEAL PROJECT**

WHEREAS, Doolittle Construction LLC has completed the 224th Ave. SE/228th Ave. SE/SE 296th St. Chip Seal project according to the contract; and

WHEREAS, RCW 60.28.011(2) allows a period of forty-five days to file any liens or claims with the City; and

WHEREAS, RCW 39.080.030 requires acceptance of a Public Works project as complete as a formal, public action in order to begin the forty-five day period;

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

Section 1. The City hereby accepts the 224th Ave. SE/228th Ave. SE/SE 296th St. Chip Seal project as complete and as set forth in that contract with Doolittle Construction LLC.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF SEPTEMBER 2018.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: September 6, 2018	AB18-076
Resolution authorizing the Mayor to execute the City's written final plat approval for The Villages MPD, Ten Trails Parcel V13 - Final Plat	Mayor – Carol Benson	
	City Administrator –	
	City Attorney – David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	X
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): None	Public Works – Seth Boettcher	
Fund Source: n/a	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Resolution; Staff Report; Plat Map; Performance and Maintenance Bonds (exhibit within Staff Report).		
SUMMARY STATEMENT: The Villages (also referred to as "Ten Trails") Parcel V13 is a 62 -lot plat that was granted Preliminary Approval under City File Number PLN17-0015. The plat is located adjacent to The Villages Master Planned Development Phase 1A and is zoned Master Planned Development (MPD). The owners, Oakpointe / CCD Black Diamond LLC, have completed the preliminary plat requirements and now are requesting final plat approval. Staff has worked with the applicants to ensure preliminary requirements have been met. Staff's written findings and recommendation for approval are documented in a Staff Report for City Council's review. If the Council determines that the final plat conforms to all terms of the preliminary plat approval set forth by the Hearing Examiner and that adequate bonds have been posted, then by resolution, it shall accept staff's written findings and authorize the Mayor to execute the final plat approval by entering the City's written approval on the face of the plat.		
FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Motion to adopt a Resolution No. 18-1264, approving the final plat for Ten Trails Parcel V13 (PLN18-0043); setting forth supportive findings and fixing a time when the final plat shall become effective.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 6, 2018		

RESOLUTION NO. 18-1264

A RESOLUTION OF THE CITY OF BLACK DIAMOND, WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR TEN TRAILS (F/K/A "THE VILLAGES") PARCEL V13 SUBDIVISION

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

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

WHEREAS, on December 20, 2017, the City's Hearing Examiner conditionally granted Preliminary Plat Approval for the subdivision of Parcel V13 of The Villages MPD,

WHEREAS, The Villages has been renamed "Ten Trails"; and

WHEREAS, Oakpointe has applied for final plat approval (File No. PLN18-0043) for the Ten Trails Parcel V13 Subdivision ("V13"); and

WHEREAS, under the DA, Oakpointe's application for final plat approval of V13 is vested to the Black Diamond Municipal Code in effect as of the date of the DA ("Vested Code"), which is attached as Exhibit E to the DA; and

WHEREAS, City staff and members of the Master Developer Review Team ("MDRT") have reviewed the proposed final plat of V13 for compliance with all provisions of state law and the Vested Code, as well as all conditions imposed by the applicable MPD permit, the DA, the Hearing Examiner's Preliminary Plat Approval and related SEPA mitigation measures (collectively, "Conditions of Approval"), and have prepared and provided to the City Council a Staff Report summarizing their findings in detail; and

WHEREAS, City staff and members of the MDRT, based on their review of the final plat application, recommend approval of the V13 final plat, subject to Oakpointe's submission of adequate security to ensure the completion of the remaining work; and

WHEREAS, City staff and members of the MDRT have reviewed and approved the bonds guaranteeing completion and maintenance of the infrastructure improvements required by the Conditions of Approval; and

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

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

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

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

Section 1. Final Plat Approval. The City Council finds, based on its review of the Staff Report and proposed plat, that all Conditions of Approval have been satisfied, or where they have not yet been satisfied, that adequate security has been or will be posted to ensure the full and prompt completion of all required improvements that have not yet been completed. Further, the City Council finds that the proposed subdivision conforms to applicable zoning ordinances and land-use controls of the City. Accordingly, the final plat for Ten Trails Parcel V13 is hereby approved on condition that Oakpointe provides bonds, in a form and amount acceptable to the City, guaranteeing completion of all infrastructure improvements required by the Conditions of Approval that have not yet been completed.

Section 2. Authorization. Upon Oakpointe's provision of the bond(s) described in Section 1, the Mayor is authorized to sign the final plat for Ten Trails Parcel V13, signifying the Council's approval.

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**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF
SEPTEMBER, 2018.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

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

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

September 6, 2018

STAFF REPORT – PLN18-0043 Ten Trails Parcel V13 Final Plat

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

Section I: Application Information

Staff Report Date: September 6, 2018

Name of Subdivision: Ten Trails Master Planned Development Parcel V13

Number of Lots: 62 total lots for residential development (Lots 1-62) and 8 tracts for access, utility, pedestrian access, landscape, and park uses.

Location: Unaddressed King County Parcel Number 152106-9101

Zoning: Master Planned Development (MPD)

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

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

Preliminary Plat Approval: Parcel V13 was originally included in The Villages Phase 1A Preliminary Plat, which was approved by the City's Hearing Examiner on December 10, 2012 under City File Number PLN11-0001 subject to 91 conditions of approval. Subsequent to the conditional approval of the Phase 1A Preliminary Plat, Parcel V13 was removed from the Phase 1A Preliminary Plat through a minor plat amendment (PLN16-0059). The purpose of the minor plat amendment was to reduce the residential density of Parcel V13 from MPD-H (high density residential) to MPD-M (medium density residential). The density reduction was approved under an MPD Site Plan Minor Amendment (PLN17-0046) and associated MPD Development Agreement Minor Amendment (PLN17-0056).

The Parcel V13 Preliminary Plat application, processed under City File Number PLN17-0015, was approved by the City's Hearing Examiner on December 20, 2017 subject to 21 conditions of approval. The conditions of approval imposed on the Parcel V13 Preliminary Plat identified the conditions of approval from the Phase 1A Preliminary Plat that would apply to the Parcel V13 Preliminary Plat. Compliance with the Parcel V13 Preliminary Plat conditions of approval is detailed in Section IV – Project Analysis of this Staff Report.

Final Plat Application: The City initially received an application for final plat approval on July 13, 2018. The applicant provided revised final plat drawings and additional information to the City on August 8 and August 14, 2018.

Section II: Summary of Request

This application is for the final platting of Parcel V13, which received preliminary plat approval on December 20, 2017. The Parcel V13 final plat contains the following:

- 62 Single-Family Residential Lots
 - Residential lot sizes range from 3,581 square feet (0.08 acres) to 5,591 square feet (0.13 acres). The average residential lot size is 4,238 square feet (0.10 acres).
- 8 Tracts
 - Tract uses include access, utility, pedestrian access, landscape, and park uses. Refer to the Tract Areas table on Sheet 4 of the final plat.
 - Tract F is identified as an 8,319 square-foot (0.19 acre) pocket park.
 - Tract G is identified as a community trail, which will connect the pocket park (Tract F) to a future community trail located directly adjacent to the final plat to the east.

Section III: Process

The applicant is required to receive preliminary plat approval prior to submittal and approval of a final plat. The Parcel V13 Preliminary Plat was approved by the City's Hearing Examiner on December 20, 2017 subject to 21 conditions. The applicant filed a complete final plat application for Parcel V13 on July 13, 2018 for review by the City. The applicant provided revised final plat drawings and additional information to the City on August 8 and August 14, 2018. The final plat was reviewed by City Staff and MDRT consultants for compliance with applicable preliminary plat conditions of approval (see Section IV – Project Analysis below). This Staff Report provides written findings related to the Parcel V13 final plat application and a recommendation to the City Council for final plat approval.

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

Section IV: Project Analysis

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

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

One paper copy shall be filed with the county assessor. Paper copies shall be provided to such other agencies as may be required by ordinance.”

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

The applicant submitted a preliminary plat application for Parcel V13 in compliance with the provisions of Black Diamond Municipal Code Chapter 17.12 under City File Number PLN17-0015. The application was approved by the Hearing Examiner on December 20, 2017 with 21 conditions of approval. This final plat application complies with the applicable conditions of approval established by the preliminary plat (refer to Section IV – Project Analysis: Compliance with Associated Conditions of Approval – The Parcel V13 Preliminary Plat Conditions of Approval (PLN17-0015) below).

The applicant has submitted final plat drawings in compliance with the provisions of Black Diamond Municipal Code Section 17.20 under this City File Number, PLN18-0043. The submitted final plat drawings include all required contents and standards (as established by BDMC 17.20.020), required surveys and monumentation (as established by BDMC 17.20.030), required certificates (as established by BDMC 17.20.040), and required improvements/bonds (as established by BDMC 17.20.050). Bonds are provided as Exhibit M of this Staff Report.

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

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

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

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

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

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

- Compliance with Associated Conditions of Approval
 - SEPA Environmental Review Mitigation Measures (PLN11-0002)

The City of Black Diamond prepared a SEPA Addendum for the Parcel V13 Preliminary Plat (PLN17-0015). The SEPA Addendum was prepared to address new project-related environmental information that did not substantially change the analysis of significant impacts that was conducted in association with the Phase 1A Preliminary Plat SEPA Environmental Review prior to Parcel V13 being removed from the Phase 1A Preliminary Plat. There were no new environmental mitigation measures adopted in association with the SEPA Addendum.

The following SEPA Mitigation Measures, as implemented by the Mitigated Determination of Non-Significance (MDNS) for the Phase 1A Preliminary Plat (completed under City File Number PLN11-0002), are not applicable to this final plat application:

SEPA Mitigation Measures #3, 4, and 8.

The following SEPA Mitigation Measures (written verbatim) from the Phase 1A MDNS have been completed or bonded for to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

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

Staff Comment: The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #10 on Sheet 2 of the final plat states this requirement must be completed before the issuance of the certificate of occupancy of the 200th dwelling unit for The Villages MPD.

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

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

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

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Off-site improvements for PP1A within the Lake Sawyer Drainage Basin have been constructed, and the baseline monitoring has been completed and approved by the City (Exhibit B).*

SEPA Mitigation Measure #6: The sampling frequencies set by Ex. O of the Villages DA for setting baseline phosphorous levels for Rock Creek shall be increased to the extent necessary to address the sampling error identified by Robert Zisette in the first two full paragraphs of pg.3 of Ex. 27. An expanded baseline monitoring program in this regard shall be prepared by an MDRT team after consultation with the SEPA Appellants and the Applicant. At a minimum, the revised baseline monitoring shall include a significant increase in the amount of sampling to provide for an acceptable error of 0.05 and the use of hydrograph separation, smearing and other techniques to estimate separate loadings for base flows.

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

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

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

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

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The applicant submitted an analysis of wildlife corridors as required by this*

condition and determined that additional mitigation measures were not warranted. The analysis was approved by the City (Exhibit E).

○ **The Parcel V13 Preliminary Plat Conditions of Approval (PLN17-0015)**

The following Parcel V13 Preliminary Plat conditions of approval, as imposed by the Hearing Examiner's approval of the preliminary plat application, are not applicable to this final plat application:

Preliminary Plat conditions of approval #1 – 5, 7, 8, and 14. These conditions of approval are specific to on-site construction activities associated with the approved utility permit application (City File Number PUB17-0107) for Parcel V13.

The following Parcel V13 Preliminary Plat conditions of approval (written verbatim) have been completed or bonded to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

Preliminary Plat Condition #6: The proponent shall provide construction noise attenuation for existing residents adjoining development parcels Villages V13 as set forth in Condition of Approval #44 of The Villages MPD permit.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #9 on Sheet 2 of the final plat provides restricting language addressing noise attenuation requirements established by Condition of Approval #44 of The Villages MPD Permit and Section 13.7 of The Villages Development Agreement.*

Preliminary Plat Condition #9: The Master Developer shall notify the City in writing of the status of their compliance with Section 13.7 (Noise Attenuation) of TV DA at the time of submittal of Utility Permits for V13.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This condition was addressed during the review of the utility permit application (City File Number PUB17-0107) for Parcel V13.*

Preliminary Plat Condition #10: Prior to issuance of certificates of occupancy for the 327th ERU (equivalent residential unit) within The Villages MPD, the proponent shall install a traffic signal at the intersection of SE Auburn-Black Diamond Rd. (Roberts Dr.) and Village Pl. SE (aka Main St.).

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #1 on Sheet 2 of the final plat states this requirement must be completed before the issuance of the certificate of occupancy of the 327th ERU for The Villages MPD.*

Preliminary Plat Condition #11: Prior to the issuance of certificates of occupancy for the 1,128th ERU (equivalent residential unit) within The Villages MPD, the proponent shall construct a single-lane roundabout at the intersection of SE Auburn-Black Diamond Rd. (Roberts Dr.) and Villages Parkway SE (aka Community Connector "A").

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

Preliminary Plat Condition #12: All implementing projects and permits associated with Phase V13 shall comply with the Traffic Impact Study prepared by Transpo Group dated January 31, 2017 (Ex. 6)

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #3 on Sheet 2 of the final plat states this requirement.*

Preliminary Plat Condition #13: All implementing projects and permits associated with Phase 1A, of which Preliminary Plat V13 is a part, shall comply with the terms and conditions set forth in the Detailed Implementation Schedule of Phase 1A Regional Infrastructure Improvements dated August 25, 2012, and approved by the City on August 27, 2012.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Conditions for Final Plat Note #4 on Sheet 2 of the final plat states this requirement. Compliance with this requirement is further detailed below in the Compliance with The Villages Development Agreement section.*

Preliminary Plat Condition #15: Concurrent with submittal of Utility Permits for Preliminary Plat V13, the Applicant shall submit a report with the exact number of significant tree to be removed and identify mitigation per BDMC 19.30.070 (e.g., planting of replacement trees or payment to the City tree mitigation fund).

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. The applicant has submitted two Level II Tree Removal permit applications identifying the number of significant trees proposed for removal and associated mitigation measures within Parcel V13 (City File Numbers PLN17-0018 and PLN18-0002).*

Preliminary Plat Condition #16: The following mechanisms shall be utilized in Preliminary Plat V13 where feasible and consistent with development standards so as to integrate Low Impact Development techniques into TV MPD build-out: reduced roadway widths, rain gardens, and drought tolerant landscaping.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. Compliance with this requirement was enforced during utility permit review for Parcel V13.*

Preliminary Plat Condition #17: Upon the City of Black Diamond City Council approval of franchise agreements with the Ten Trails Community Council and with any other utility purveyor controlling private facilities, including rain gardens, drainage easements, irrigation lines, and cable and broadband services, required open spaces identified

with the Preliminary Plat V13 plat sheet shall be conserved or conveyed to the City.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. All open space tracts within Parcel V13 have been conserved as required by this condition.*

Preliminary Plat Condition #18: The Master Developer shall ensure that adjacent properties to the east of Preliminary Plat V13 can be provided with sewer service.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This condition was addressed during staff review of the utility permit application (City File Number PUB17-0107) for Parcel V13.*

Preliminary Plat Condition #19: Upon installation of a trail in the 50-foot buffer adjoining the eastern boundary of Preliminary Plat V13, the Applicant shall install a "No Trespass" sign across from the Tract 906 access point to the trail. The wording and design of the sign shall be subject to the prior approval of City staff and shall be designed to warn trail users from trespassing on private property to the east.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This condition will be addressed in association with any tree removal or clearing and grading permit required for the proposed trail alignment. City staff will ensure the wording and design of any proposed "No Trespass" signage adheres to this condition, including required location.*

Preliminary Plat Condition #20: No trail shall be placed within the 50-buffer adjoining the eastern boundary of Preliminary Plat V13 until all required infrastructure for Preliminary Plat V13 has been completed.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. No tree removal permit or clearing and grading permit associated with the proposed trail alignment will be approved until all required infrastructure within the Parcel V13 plat is installed.*

Preliminary Plat Condition #21: The 25-foot wide utility easement proposed by the Applicant for the 50-buffer adjoining the eastern boundary of V13 shall be relocated to the private access easement adjoining the PP1A eastern boundary parallel to the eastern boundary of V13 upon conveyance of the necessary title documents from the adjoining eastern property owners to authorize such an easement to the extent consistent with City development standards.

Staff Comment: *The applicant has met the requirements of this condition for final plat approval. This condition was addressed during staff review of the utility permit application (City File Number PUB17-0107) for Parcel V13.*

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

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

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

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

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

Staff Comment: The applicant has met the requirements of this condition for final plat approval. The Residential CCRs have been reviewed for compliance with this condition and approved by the City Attorney. Sections 6.26, 9.2, and 7.4.2 of the Residential CCRs meet the requirements of this condition (Exhibit F).

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

The Ten Trails Parcel V13 final plat application complies with all applicable Sections of the approved Development Agreement for The Villages, as established through the review process of the preliminary plat application. In regards to Section 11 – Project Phasing, the following construction thresholds relating to this final plat approval have been completed or bonded for to the satisfaction of the City's Master Development Review Team, Community Development Department, and Public Works Department:

▪ **The Villages MPD Community Connector (Ten Trails Parkway)**

Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A.

Staff Comment: This project has been submitted to the City and approved. The applicant has provided the City with a completion bond form for the construction of this project in association with the approved Phase 1A – Division 2 final plat (PLN18-0034).

▪ **The Ring Road (Willow Avenue SE)**

Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A, but also must be completed and accepted by the City of Black Diamond's Master Development Review Team/Public Works prior to the issuance of the first certificate of occupancy in Division 1 of Preliminary Plat 1A.

Staff Comment: This project has been completed.

- Frontage Improvements on SE Auburn-Black Diamond Road (Roberts Drive)
Construction Threshold: The first phase will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A.
Staff Comment: This project has been completed.
- Intersection Improvements at SE Auburn-Black Diamond Road (Roberts Drive) and Ring Road (Willow Avenue SE)
Construction Threshold: This project will be constructed or bonded prior to recording Division 1 of Preliminary Plat 1A.
Staff Comment: This project has been completed.
- The Villages MPD Small Interim Wastewater Pumping Station
Construction Threshold: This project will be complete and operational prior to issuance of the first building permit for any structure that might discharge sanitary sewer into the utility system.
Staff Comment: This project is completed and is operational (Exhibit G).
- The Villages MPD Interim Sewer Force Main
Construction Threshold: This project will be complete and operational prior to the issuance of the first building permit for any structure that might discharge sanitary sewer into the utility system.
Staff Comment: This project is completed and is operational (Exhibit H).
- The Interim Stormwater Pond and Infiltration Facility
Construction Threshold: This project will be constructed in phases as determined necessary by the MDRT / Public Works through final engineering review of each division within Preliminary Plat 1A.
Staff Comment: This project is completed and is operational (Exhibit I).
- The Village Green (Park at Roundabout)
Construction Threshold: This project will be commenced or bonded prior to recording Division 1 of Preliminary Plat 1A and will be completed no later than when Certificates of Occupancy or final inspection has been issued for 60% of the dwelling units located within ¼ mile of this park.
Staff Comment: This project has been approved and construction has commenced for the Village Green Park. Pursuant to this condition, no Certificates of Occupancy will be issued for more than 60% of dwelling units within ¼ mile of the Village Green Park until construction is completed and approved by the City.
- Civic Park in The Villages MPD
Construction Threshold: This project will be commenced or bonded prior to recording Division 1 of Preliminary Plat 1A and will be completed no later than when Certificates of Occupancy

or final inspection has been issued for 60% of the dwelling units located within ¼ mile of this park.

Staff Comment: *This project has been approved and construction has commenced for the Civic Park. Pursuant to this condition, no Certificates of Occupancy will be issued for more than 60% of dwelling units within ¼ mile of the Civic Park until construction is completed and approved by the City.*

▪ SR169 / Roberts Drive (Interim Improvement)

Construction Threshold: Completed engineering, design, and construction drawings and related application materials necessary for permit issuance for this interim improvement will be submitted to WSDOT prior to the City of Black Diamond's issuance of the first residential or commercial building permit associated with Division 1 of Preliminary Plat 1A.

Staff Comment: *The applicant has submitted the required application materials to WSDOT for review (Exhibit J).*

▪ SR169 / SE Black Diamond-Ravensdale Road (Interim Improvement)

Construction Threshold: Completed engineering, design, and construction drawings and related application materials necessary for permit issuance for this interim improvement will be submitted to WSDOT prior to the City of Black Diamond's issuance of the first residential or commercial building permit associated with Division 1 of Preliminary Plat 1A.

Staff Comment: *The applicant has submitted the required application materials to WSDOT for review (Exhibit J).*

▪ SE 288th Street / 216th Avenue SE Rechannelization

Construction Threshold: The rechannelization shall occur no later than recording of Division 1 of Preliminary Plat 1A.

Staff Comment: *This project has been completed and approved by the City (Exhibit K).*

▪ Water Main Extension (from Black Diamond Library to The Villages MPD)


Construction Threshold: Construction will occur prior to recording of Division 1 of Preliminary Plat 1A. The dual water main must be completed, tested, and in-service prior to the first occupancy permit being issued for a dwelling unit or commercial use within Preliminary Plat 1A.

Staff Comment: *This project is completed and is operational (Exhibit L).*

Section V: Staff Recommendation

Based on the information and materials provided in the Staff Report, the City's Community Development Department, Public Works Department, and Master Development Review Team have determined that the Ten Trails Parcel V13 Final Plat application meets all applicable requirements for final plat approval.

The City Staff recommends that the City Council adopt the findings in this report and **APPROVE** the Ten Trails Parcel V13 Final Plat, City File Number PLN18-0043.



Andy Williamson – MDRT Designated Official

Date: 8/23/18



Dan Ervin, PE – MDRT Reviewing Engineer

Date: 8.23.18



Alex Campbell, AICP – MDRT Reviewing Planner

Date: 8/23/18

Section VI: Exhibits

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

- Exhibit A** – King County Wastewater Discharge Approval, prepared by King County Wastewater Treatment Division – dated 09/28/2017
- Exhibit B** – Stormwater and Baseline Monitoring Final Document Review, prepared by RH2 Engineering – dated 11/23/2015
- Exhibit C** – Approval of Phosphorus Baseline Monitoring Plan, prepared by City of Black Diamond MDRT – dated 11/23/2015
- Exhibit D** – Washington Department of Fish & Wildlife (WDFW) Review of Revised SEPA Checklist, prepared by WDFW – dated 12/20/2012
- Exhibit E** – Analysis of Wildlife Corridors, prepared by City of Black Diamond – dated 09/18/2013
- Exhibit F** – CC&R Review Memo, prepared by Kenyon Disend – dated 08/14/2018
- Exhibit G** – Sewer Lift Station Approval, prepared by RH2 Engineering – dated 09/05/2017
- Exhibit H** – Sewer Force Main Approval, prepared by RH2 Engineering – dated 09/05/2017
- Exhibit I** – Regional Stormwater Pond Approval, prepared by RH2 Engineering – dated 09/05/2017
- Exhibit J** – WSDOT Applications for SR169 Improvements, prepared by TranspoGroup – dated 09/08/2017
- Exhibit K** – Re-Channelization of SE 288th Street and 216th Avenue SE Approval, prepared by City of Black Diamond MDRT / Parametrix – dated 09/11/2017
- Exhibit L** – Off-Site Water Main Extension Approval, prepared by RH2 Engineering – dated 09/05/2017
- Exhibit M** – Completion and Maintenance Bond Forms for Ten Trails Parcel V13 Final Plat, prepared by Triad on behalf of Oakpointe and reviewed by Varius, Inc. – dated 08/01/2018
- Exhibit N** – Final Plat Approval Letters, prepared by Varius, Inc., Parametrix, and Mountain View/Black Diamond Fire and Rescue – various dates

TEN TRAILS MPD

PARCEL V13 FINAL PLAT

PLN18-0043

EXHIBIT A

TITLE: King County Wastewater Discharge Approval

PREPARED BY: King County Wastewater Treatment Division

DATE: 09/28/2017



King County

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

September 28, 2017

A15625
04.17-10

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

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

Dear Mr. ~~Williamson~~ *ANDY*,

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

The conditions met include the following:

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

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

Mark Lampard, P.E.
Local Public Agency Coordinator

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

CREATING RESOURCES FROM WASTEWATER

TEN TRAILS MPD
PARCEL V13 FINAL PLAT
PLN18-0043

EXHIBIT B

TITLE: Stormwater and Baseline Monitoring Final Document
Review

PREPARED BY: RH2 Engineering

DATE: 11/23/2015



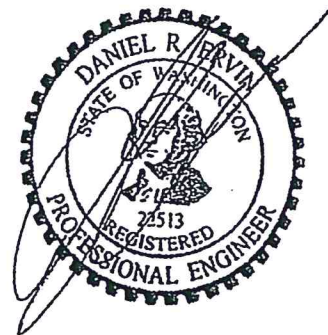
Memorandum

To: Andrew Williamson
CC: Dan Ervin

From: Dan Ervin, P.E.

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

Date: November 23rd, 2015



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

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

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

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

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

Memo
November 23 2015
Page 2

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

TEN TRAILS MPD
PARCEL V13 FINAL PLAT
PLN18-0043

EXHIBIT C

TITLE: Approval of Phosphorus Baseline Monitoring Plan

PREPARED BY: City of Black Diamond MDRT

DATE: 11/23/2015



CITY OF BLACK DIAMOND

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

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

November 23, 2015

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

Colin:

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

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

If you have questions or comments please contact me.

Andrew Williamson



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

TEN TRAILS MPD
PARCEL V13 FINAL PLAT
PLN18-0043

EXHIBIT D

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

PREPARED BY: WDFW

DATE: 12/20/2012



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

December 20, 2012

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

Dear Mr. Pilcher:

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

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

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

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

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

Sincerely,

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

Larry Fisher
Area Habitat Biologist

LF:lf: COBlackDiamondVillagesSEPA.doc

cc: WDFW: Zeigler



a passion to succeed

December 12, 2012

VIA U.S. MAIL, FAX, AND EMAIL

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

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

To Mr. Zeigler:

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

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

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

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

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

Sincerely,


Colin Lund
Chief Entitlement Officer

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

10220 NE Points Drive Suite 120 Kirkland, WA 98033 425.898.2100 phone 425.898.2139 fax yarrowbayholdings.com

TEN TRAILS MPD
PARCEL V13 FINAL PLAT
PLN18-0043

EXHIBIT E

TITLE: Analysis of Wildlife Corridors

PREPARED BY: City of Black Diamond

DATE: 09/18/2013



CITY OF BLACK DIAMOND

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

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

MEMORANDUM

Date: September 18, 2013

To: File PLN11-0001

From: Mark Hoppen, SEPA Responsible Official

Re: Condition #89/SEPA Mitigation Measure #9 of The Villages MPD Phase 1A Preliminary Plat

Condition #89/SEPA Mitigation Measure #9 is as follows:

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

Pursuant to the Hearing Examiner's preliminary plat condition of approval #89/SEPA Mitigation Measure No. 9 on The Villages MPD Phase 1A Preliminary Plat, the Master Developer submitted a letter regarding the wildlife corridor connections analysis on June 19, 2013. Next, the MDRT responded with comments on the document on July 15, 2013. The MDRT wetland consultant, Perteet, determined that, the first criterion of Condition #89 had been met and that habitat connections between wetlands S, T, D4 and E1 do not have significant environmental benefit compared to others defined by King County and under the City Sensitive Areas Ordinances Best Available Science (BAS).

The Master Developer provided a resubmittal package on August 14, 2013. The MDRT reviewed the resubmittal and the MDRT wetland consultant, Perteet, determined that,

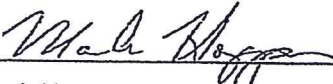
"1. The revised analysis is satisfactory in that it addresses the impracticality of creating a significant habitat linkage between Wetlands S, T, D4, and E1 where no significant linkage has been documented to exist presently between all wetland units. I agree that measures have been provided in the 1A Plat to preserve connections between Wetlands T and D4 and to retain the connection of Wetland E1 to other habitats. Habitat connections to Wetland S are however limited by existing disturbances and this wetland does not have the potential or opportunity for a significant habitat connection to Wetlands T, D4, and E1.

2. It is stated in the letter to Stacey Welsh from Wetland Resources, Inc., August 12, 2013, that split rail fencing and native vegetation has been removed from the wildlife corridor connections analysis. To clarify our intent in item #2 of our July 12, 2013 response memo, we were specifically evaluating these items in relationship to Condition of Approval #89 of the City of Black Diamond Hearing Examiner's Decision. In this consideration, it was our determination that fencing and native vegetation in the developed landscape would not serve to create a significant habitat connection between all wetland units. These features are however required for other ecological purposes in the plat conditions and in the Development Agreement and will provide ecological benefit and are not recommended to be omitted."

Regarding Perteet's comment #2 above, split-rail fencing for wetland buffers is already required by plat condition #2. MPD condition #122 requires native vegetation in street landscaping and parks. Although not listed in the Wildlife Corridor Connections Analysis, these are already requirements of The Villages MPD and the Phase 1A Preliminary Plat.

The Wildlife Corridor Connections Analysis for The Villages MPD Phase 1A Preliminary Plat has been reviewed by the Designated Officials, the contracted Master Development Review Team wetland consultant (Perteet), and the SEPA Responsible Official.

Based on the advice and expertise of Perteet, the undersigned SEPA Responsible Official hereby approves the Wildlife Corridor Connections Analysis for The Villages MPD Phase 1A Preliminary Plat, dated August 12, 2013, with no additional mitigation required.



Mark Hoppen, City Administrator
SEPA Responsible Official

TEN TRAILS MPD
PARCEL V13 FINAL PLAT
PLN18-0043

EXHIBIT F

TITLE: CC&R Review Memo

PREPARED BY: Kenyon Disend

DATE: 08/14/2018


Michael R. Kenyon
Rachel B. Turpin
Ann Marie J. Soto
Kim Adams Pratt
David A. Linehan
Charlotte A. Archer
Alexandra L. Kenyon
Eileen M. Keiffer
Hillary E. Graber
Kendra R. Comeau



Doug F. Mosich
Of Counsel

Shelley M. Kerslake
1967 - 2014

TO: Andy Williamson, Economic Development Director, MDRT Designated Official

FROM: David Linehan 

DATE: August 14, 2018

RE: Ten Trails Parcel V13 Final Plat: Conditions implemented through Covenants, Conditions, and Restrictions ("CC&Rs")

This memo addresses Oakpointe's satisfaction of the conditions of approval that are being implemented in the Parcel V13 final plat via provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Ten Trails Residential Areas ("Residential CC&Rs") applicable to the Ten Trails MPD (f/k/a "The Villages"). As explained below, the Residential CC&Rs submitted by the applicant appear to meet all conditions of approval imposed by the The Villages MPD Permit approval. The applicable condition from the MPD Permit approval is identified below, followed by an analysis of how it has been met in the CC&Rs.

The applicant previously submitted CC&Rs applicable to Ten Trails (f/k/a "The Villages") PP1A Division 1, and has executed and recorded Supplemental Declarations sufficient to annex Parcel V13 into the area covered by these CC&Rs.¹ The CC&Rs and Supplemental Declarations prepared and submitted by the applicant comply with the requirements of the MPD Permit and Development Agreement.

MPD Permit Condition No. 9: *Homeowners Association(s) conditions, covenants and restrictions (CCRs) and/or the proposed Architectural Review Committee shall be required to allow the use of green technologies (such as solar panels) in all buildings. In addition, the CCRs shall include provisions, to be enforced by the HOA, prohibiting washing of cars in driveways or other paved surfaces, except for commercial car washes, and limiting the use of phosphorus fertilizers in common areas, so as to limit phosphorus loading in stormwater.*

This condition is met by the following provisions of the Residential CC&Rs:

- Section 7.4.2 – which provides that "the Design Review Committee shall not prohibit the use of green technologies (such as solar panels) in all buildings."

¹ See Second Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Ten Trails Residential Areas, executed on or about June 13, 2018, and recorded on June 19, 2018, under Instrument No. 20180619000316.

- Section 6.26 – which prohibits washing of vehicles on driveways and other paved surfaces, except for licensed and approved commercial car washes.
- Section 9.2 – which provides that the Residential Association “shall limit the use of phosphorous fertilizers in Common Areas to the maximum extent practicable.”

#

TEN TRAILS MPD
PARCEL V13 FINAL PLAT
PLN18-0043

EXHIBIT G

TITLE: Sewer Lift Station Approval

PREPARED BY: RH2 Engineering

DATE: 09/05/2017



RH2 ENGINEERING, INC.
www.rh2.com
mailto:mail@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

BOTHELL
MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

RICHLAND

TACOMA

OREGON
LOCATIONS

NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave. Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

September 5th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Final Plat Document – Lift Station

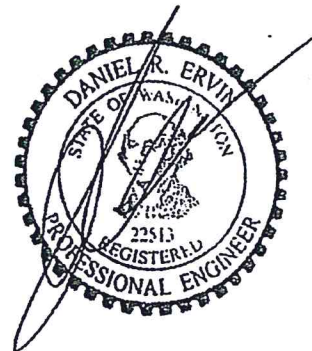
Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the interim lift station is complete, operational and meets the requirements for Final Plat approval.

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.
RH2 ENGINEERING, INC.



TEN TRAILS MPD

PARCEL V13 FINAL PLAT

PLN18-0043

EXHIBIT H

TITLE: Sewer Force Main Approval

PREPARED BY: RH2 Engineering

DATE: 09/05/2017



RH2 ENGINEERING, INC.
www.rh2.com
mailto:mail@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

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MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

RICHLAND

TACOMA

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LOCATIONS

NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave. Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

September 5th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Final Plat Document – Sewer Force Main

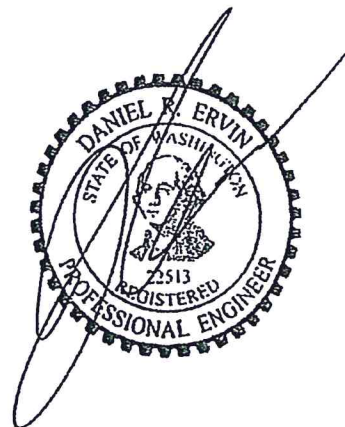
Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the off-site sewer force main, from the Villages to the second point of connection, is complete, operational and meets the requirements for Final Plat approval.

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.
RH2 ENGINEERING, INC.



TEN TRAILS MPD
PARCEL V13 FINAL PLAT
PLN18-0043

EXHIBIT I

TITLE: Regional Stormwater Pond Approval

PREPARED BY: RH2 Engineering

DATE: 09/05/2017



RH2 ENGINEERING, INC.
www.rh2.com
mailto:mail@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

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22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

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NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave, Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

September 5th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Final Plat Document – Regional Stormwater Pond

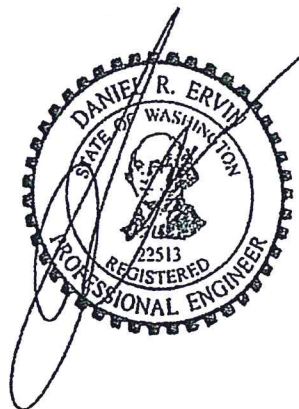
Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the necessary upgrades to the regional stormwater pond (as identified in the Development Agreement and the Preliminary Plat) are complete, operational and meet the requirements for Final Plat approval.

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.
RH2 ENGINEERING, INC.



TEN TRAILS MPD
PARCEL V13 FINAL PLAT
PLN18-0043

EXHIBIT J

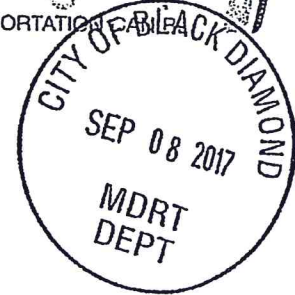
TITLE: WSDOT Applications for SR169 Improvements

PREPARED BY: TranspoGroup

DATE: 09/08/2017

FILE COPY

transpogroup
WHAT TRANSPORTATION CAN DO



TG: 1.16450.00, Task 16

September 8, 2017

Mr. Andrew Williamson
City of Black Diamond
Master Development Review Team
24301 Roberts Drive
Black Diamond, WA 98010

**SUBJECT: TEN TRAILS (F.K.A. THE VILLAGES) MASTER PLANNED DEVELOPMENT—
SATISFACTION OF HEARING EXAMINER CONDITION NO. 62**

Dear Andy:

In his *Findings of Fact, Conclusions of Law and Decision* dated December 10, 2012, the Black Diamond Hearing Examiner imposed several conditions on Preliminary Plat 1A (PP1A), including Condition No. 62 which states, "All implementing projects and permits for PP1A shall comply with the terms and conditions set forth in the Detailed Implementation Schedule of Phase 1A Regional Infrastructure Improvements dated August 25, 2012 and approved by the City on August 27, 2012." This Implementation Schedule includes the following requirement for SR 169/Roberts Drive and SR 169/SE Black Diamond-Ravensdale Road:

"Completed engineering, design and construction drawings and related application materials necessary for permit issuance for this interim improvement will be submitted to WSDOT prior to the City of Black Diamond's issuance of the first residential or commercial building permit associated with Division 1A of Preliminary Plat 1A..."

In responding to this condition, we completed the drawings described above and submitted to WSDOT on September 30, 2010. These drawings included channelization plans for Phase 1 (without left-turn lanes on SR 169) and Phase 2 (with left-turn lanes on SR 169). WSDOT representatives acknowledged receipt and preliminary review of this submittal in the first sentence of the attached memorandum dated October 21, 2010. We also completed a traffic operations analysis and traffic signal permit applications and submitted to WSDOT on May 28, 2010 and August 2, 2010, respectively. WSDOT subsequently issued Traffic Sign Permit No. 4192 for SR 169/Roberts Drive and Traffic Signal Permit No. 4193 for SR 169/SE Black Diamond-Ravensdale Road. These permits were approved by WSDOT Regional Traffic Engineer Mark Leth, P.E. on September 2, 2010; copies of both permits are attached to this letter for reference.

In the meantime, WSDOT updated its *Design Manual* in November 2015 and Section 1300.05(1) identifies steps when screening intersection control alternatives, noting that "the single-lane roundabout is the preferred alternative." We have responded to that policy change by completing preliminary horizontal layouts of a

single-lane roundabout at both intersections¹ and submitted these layouts to WSDOT on March 7, 2017. WSDOT is using Joint Account (JA) 6644 to track this project, assigning it to Group No. 20 and Work Operations No. 0910. We have gone through several rounds of review with WSDOT and received the most recent round of comments on July 5, 2017. We are currently preparing plans and revising our roundabout design to address these comments but in the meantime, have received WSDOT approval on the horizontal layout of the roundabout geometrics. In addition, we updated our traffic operations analysis to evaluate single-lane roundabouts at both intersections. This analysis was submitted to WSDOT on March 24, 2017 and review comments were received on June 8, 2017 and July 21, 2017. We updated our analysis in response to these comments and resubmitted to WSDOT on August 30, 2017.

Following approval of the Implementation Schedule by the City of Black Diamond, the State of Washington enacted law that requires replacement of existing culverts that block passage for salmon to spawning grounds. WSDOT is requiring that the existing culverts under SR 169 near these two intersections be replaced to improve fish passage and consequently, construction permitting will likely take more time than was contemplated when this Schedule was originally approved by the City. Among the required additional permits is an ACOE 404 permit which can add as much as 18 months to the permitting process. This Schedule accounts for such an unforeseen circumstance and supports extending the schedule to construct improvements at SR 169/Roberts Drive and SR 169/SE Black Diamond-Ravensdale Road when the following is stated for each intersection:

"Construction of this improvement will commence as soon as reasonably practicable following issuance of all necessary permits, but in any event prior to the issuance of the building permit for the 327th Equivalent Residential Unit (ERU) within Preliminary Plat 1A plus any additional time demonstrated to the reasonable satisfaction of the City's Designated Official to be necessary due to action, inaction, or events outside of the Master Developer's control."

Therefore, based on the information documented in this letter, we believe:

- 1) Hearing Examiner Condition No. 62 is satisfied as it relates to the Implementation Schedule for improvements at SR 169/Roberts Drive and SR 169/SE Black Diamond-Ravensdale Road and specifically, actions required prior to the City issuing the first residential or commercial building permit for Division 1A of PP1A; and
- 2) Additional time will likely be necessary to construct these improvements, something this Schedule empowers the City's Designated Official to approve due to, in this case, the new State law enacted after this Schedule was originally approved by the City.

Please let us know if you have any questions or would like to discuss the contents of this letter.

¹ The Implementation Schedule identified roundabouts as the ultimate improvement at SR 169/Roberts Drive and SR 169/SE Black Diamond-Ravensdale Road.

Mr. Andrew Williamson
September 8, 2017
Page 3 of 3

Sincerely,
Transpo Group

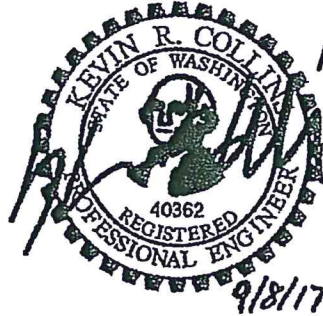


Kevin L. Jones, P.E., PTOE
Principal



Kevin R. Collins, P.E., PTOE
Principal

Attachments: WSDOT Memorandum dated October 21, 2010
WSDOT Traffic Signal Permit No. 4192 approved on September 2, 2010
WSDOT Traffic Signal Permit No. 4193 approved on September 2, 2010





October 21, 2010

TO: Ramin Pazooki / Felix Palisoc
Sno-King Development Services, MS 240

FROM: Rick Roberts / Binh Nguyen
King Area Traffic Analysis, MS 120

SUBJECT: SR 169 – The Villages MPD Phase 1 & 2
MP 8.17 – MP 8.31
Channelization Plan Review 1

NW Region Traffic and Sno-King Design Review have reviewed the channelization plans for Phase 1 and Phase 2 of subject project submitted on September 30, 2010. We have the following comments.

Design Variances

1. Review comments for the Design Variances will be provided separately.

Phase 1

General

2. Please look at the possibility of moving the stop lines closer together or closer to the crosswalk lines. 50-ft LT radius can be used as guidance as long as there are sufficient spaces to accommodate large vehicles turning paths. This would effectively reduce the intersection crossing area for more efficient traffic operations while providing better a view of conflicting crossing pedestrians for the RT.
3. Please delete the words "CHANNELIZATION PLAN" from the title block as they are already provided in the title sub-block.
4. Please delete the words "WSDOT APPROVAL" from the title sub-block.
5. Please remove all drainage and topography features off the plans.
6. Please show only the final R/W lines on all plan sheets. Where new R/W lines overlap the existing, please show only the proposed. The combination of new and existing should form one continuous R/W line. Also, please delineate WSDOT and City R/W limits.
7. Where centerline splits a lane or does not follow a lane line, please show the widths on either side of the centerline.
8. Please increase the text size for the centerline stations.

9. Landing areas at each end of the crosswalks must be provided. Note that the crosswalk and landing areas design must meet ADA requirements.
10. Please delete the word "PROPOSED" from labels such as Proposed Edge of Pavement or Proposed Edge of Traveled Way. Unless noted as Existing (and shown in half-tone), all channelization elements shown are proposed.
11. Typical Section should include features beyond the shoulder such as slopes and ditches. Note that material references should not be included.

CH1

12. Design Data: please use Design Matrix 5-15 for this project.
13. Please provide pavement turning arrows for the right-turn lane.
14. Please show lane widths for Roberts Dr.
15. Typical Section does not match the plan; there is an offset between the centerline and the edge of NB travel lane.

CH2 & CH4

16. Please remove WSDOT Approval block from these sheets as they are not part of the State facility.

CH3

17. Curve Data: please provide superelevation info. See Design Manual Section 1250.05 for details.
18. For the SB right-turn lane, a 50-ft gap opening must be provided from the end of the Wide Lane Line to the beginning of the RT taper (i.e. Wide Lane Line should end at STA 642+51.5). Note that a minimum of 4:1 RT taper required. See Standard Plan M-5.10-01 for more details.
19. Please show lane widths for the mainline at the match lines and for the Blk Diamond – Ravensdale Rd.
20. Per discussion at the meeting, the lane alignment deviation can be eliminated by minor stripping adjustment. Documentation for why it is not feasible to move the curve out of the intersection area since this is existing alignment should be provided.
21. At STA 645+93, the offset callout for the edge stripe is 10.5 ft LT. A full lane width (11-ft lane) should be provided a little further out to meet guidelines and then blend back in to the existing (this comment could be eliminated with the minor restriping in the previous comment to eliminate the lane alignment issue.)
22. Please show the existing driveway(s) adjacent to the intersection. If a corner clearance requirement cannot be met with the presence of the driveway, a deviation approved by the City is required.

23. Per discussion at the meeting, note that decisions made now on how the cross streets tie in to State Highway could have a significant impact on how ADA guidelines can be incorporated in the future.

Phase 2

General

24. Same general comments under Phase 1 apply to Phase 2 plans.
25. Please provide lane widths for all lanes at within the intersection area.

CH1

26. Design Data: please use Design Matrix 5-15 for this project.

CH2

27. For the SB right-turn lane, a 50-ft gap opening must be provided from the end of the Wide Lane Line to the beginning of the RT taper (i.e. Wide Lane Line should end at STA 642+16.5). Note that a minimum of 4:1 RT taper required. RT pavement arrows should also be repositioned accordingly per Standard Plan M-5.10-01 (i.e. 1st arrow is 50ft from the stop line).
28. Please extend the median island pass the stop line about 10ft and modify the island nose to follow the LT radius for better guiding visual (see marked up plan for details). Stop lines have better recognized as independent features when they are set apart from island corners. Other operational benefit for a set-back is that some NB traffic will over-shoot the stop line and come to rest in a position within the path of the WBLT movement, which would then need to warp their path around the encroachment. Please revise.

CH3

29. The lane alignment for SR169 NB is off at Black Diamond-Ravensdale Road I/S. If the lane alignment offset falls into the category of:
- a. Design Speed: 1 shift
 - b. No more than ½ a lane width
 - c. Sight distance to receiving lane is provided

Then only simple documentation as to why it isn't feasible can be included in the file. Otherwise it would be a deviation approved at WSDOT HQ. Review and discussion for the E-W movements using the same evaluation criteria is also sufficient; however, it appears that a deviation for the WB may be needed. These lane alignment offsets weren't so apparent on Phase 1; must be the widening and stop bar relocation that causes the lane alignment offsets.

30. Curve Data: please provide superelevation information. See Design Manual Section 1250.05 for details.
31. Please show lane widths for the mainline at the match lines.

CH4

32. Please provide widths for all driveway approaches.

SR 169 MP 8-17--8.31 The Villages MPD

Page 4

If you have any questions, please contact Rick Roberts at 206-440-4352 or Binh Nguyen at 206-440-4362.

RBR: btn

Attachment: *Marked-up plans*

cc: Leslie Barben-Price, Sno-King Design Reviewer
File



**Washington State
Department of Transportation**

Traffic Signal Permit

Check Appropriate Box: ☒ Permit Application (Complete Parts A and B)
☐ Report of Change (Complete Parts A, E, and F)
☐ Report of Installation (Complete Parts A, D, and F)

F	Permit No. <u>4192</u> To be Assigned by Headquarters
----------	--

A Applying or Reporting Agency	State Route <u>169</u>	Milepost <u>8.25</u>	Control Section <u>1734</u>	WSDOT Region <u>Northwest Region</u>	70% Rule By <input type="checkbox"/> Speed <input checked="" type="checkbox"/> Population	
	Location / Cross Street <u>Roberts Drive</u>		County <u>King</u>	City <u>Black Diamond</u>	City Population <u>4,200</u>	
B Applying Agency - Application Information	Agency <u>BD Village Partners, LP</u>			Applicant Name <u>BD Village Partners, LP</u>		Date <u>Aug 2, 2010</u>
	Address <u>10220 NE Points Drive, Suite 120</u>			City <u>Kirkland</u>	State <u>WA</u>	Zip Code <u>98033</u>
	Warrant Checklist			Hours Met		
	<input checked="" type="checkbox"/> 1. Eight-Hour Vehicular Volume <input checked="" type="checkbox"/> 2. Four-Hour Vehicular Volume <input type="checkbox"/> 3. Peak Hour <input type="checkbox"/> 4. Pedestrian Volume <input type="checkbox"/> 5. School Crossing <input type="checkbox"/> 6. Coordinated Signal System <input type="checkbox"/> 7. Crash Experience			<input type="checkbox"/> 8. Roadway Network <input type="checkbox"/> 9. Non-MUTCD Warrant <input type="checkbox"/> 10. Other		
C Region Authorization	Support Data Checklist - Check appropriate boxes and describe the problem being addressed by this installation					
	<input type="checkbox"/> Vehicular Volume Counts <input type="checkbox"/> Intersection Sketch <input checked="" type="checkbox"/> Projected Volumes <input type="checkbox"/> Speed Study <input type="checkbox"/> Other <input type="checkbox"/> Pedestrian Volume Counts <input checked="" type="checkbox"/> Warrant Analysis <input type="checkbox"/> Gap Study <input type="checkbox"/> Accident Study					
	Problem Statement By 2012 the SR 169 Roberts Drive intersection is anticipated to operate below the WSDOT LOS D standard with the EB operating at LOS F during the weekday PM peak hour. With installation of a traffic signal and a southbound right-turn lane the intersection will operate at LOS A during weekday PM peak hour in 2012.					
D Operating Agency	Under authority of RCW 46.61.085, the above described installation is authorized.					
	<input type="checkbox"/> Signature - Region Administrator <input checked="" type="checkbox"/> Signature - Delegated to <u>Region Traffic Engineer</u>					
E Operating Agency	Conditions of Permit Report of Installation (Fill in Agreement Number if Owning Agency does not operate and/or maintain the signal)					
	Turn-On Date		Agency Owning Signal		Agency Operating Signal	
F Operating Agency	Control Type <input type="checkbox"/> Cyclic <input type="checkbox"/> Flashing		Agency Maintaining Signal		Agreement Number	
	Report of Change (Report change in Type of Signal, Type of Control, or if signal was removed)					
	Signal Type Changed From _____ To _____					Date Changed
	Control Type Changed From _____ To _____					Date Changed
G Operating Agency	Date Signal Removed		Reported By		Title	Date



**Washington State
Department of Transportation**

Traffic Signal Permit

Check Appropriate Box: ☒ Permit Application (Complete Parts A and B)
☐ Report of Change (Complete Parts A, E, and F)
☐ Report of Installation (Complete Parts A, D, and F)

F	Permit No. <u>4193</u> To be Assigned by Headquarters
----------	--

A Applying or Reporting Agency	State Route <u>169</u>	Milepost <u>8.28</u>	Control Section <u>1734</u>	WSDOT Region <u>Northwest Region</u>	70% Rule By <input type="checkbox"/> Speed <input checked="" type="checkbox"/> Population
	Location / Cross Street <u>Black Diamond-Ravensdale Road</u>		County <u>King</u>	City <u>Black Diamond</u>	City Population <u>4,200</u>
B Applying Agency - Application Information	Agency <u>BD Village Partners, LP</u>		Applicant Name <u>BD Village Partners, LP</u>		Date <u>Aug 2, 2010</u>
	Address <u>10220 NE Points Drive, Suite 120</u>		City <u>Kirkland</u>		State <u>WA</u> Zip Code <u>98033</u>
	Warrant Checklist		Hours Met		
	<input checked="" type="checkbox"/> 1. Eight-Hour Vehicular Volume <input checked="" type="checkbox"/> 2. Four-Hour Vehicular Volume <input type="checkbox"/> 3. Peak Hour <input type="checkbox"/> 4. Pedestrian Volume <input type="checkbox"/> 5. School Crossing <input type="checkbox"/> 6. Coordinated Signal System <input type="checkbox"/> 7. Crash Experience		<u>12</u> <u>7</u> 		<input type="checkbox"/> 8. Roadway Network <input type="checkbox"/> 9. Non-MUTCD Warrant <input type="checkbox"/> 10. Other _____
	Support Data Checklist - Check appropriate boxes and describe the problem being addressed by this installation <input checked="" type="checkbox"/> Vehicular Volume Counts <input type="checkbox"/> Intersection Sketch <input type="checkbox"/> Projected Volumes <input type="checkbox"/> Speed Study <input type="checkbox"/> Other <input type="checkbox"/> Pedestrian Volume Counts <input checked="" type="checkbox"/> Warrant Analysis <input type="checkbox"/> Gap Study <input type="checkbox"/> Accident Study				
C Region Authorization	Problem Statement The SR 169/Black Diamond-Ravensdale Road intersection currently operates below WSDOT LOS D, with WB at LOS F during peak hour. With installation of a traffic signal this intersection will operate at LOS B during the weekday PM peak hour.				
	Under authority of RCW 46.61.085, the above described installation is authorized. <u>[Signature]</u> <input type="checkbox"/> Signature - Region Administrator <input checked="" type="checkbox"/> Signature - Delegated to <u>Region Traffic Engineer</u> Approval Date <u>9/2/10</u>				
D Operating Agency	Report of Installation (Fill in Agreement Number if Owning Agency does not operate and/or maintain the signal)				
	Turn-On Date	Agency Owning Signal		Agency Operating Signal	
E Operating Agency	Control Type <input type="checkbox"/> Cyclic <input type="checkbox"/> Flashing		Agency Maintaining Signal		Agreement Number
	Report of Change (Report change in Type of Signal, Type of Control, or if signal was removed)				
	Signal Type Changed From _____ To _____				Date Changed
	Control Type Changed From _____ To _____				Date Changed
Date Signal Removed		Reported By		Title	Date

TEN TRAILS MPD
PARCEL V13 FINAL PLAT
PLN18-0043

EXHIBIT K

TITLE: Re-Channelization of SE 288th Street and 216th Avenue SE
Approval

PREPARED BY: City of Black Diamond MDRT / Parametrix

DATE: 09/11/2017



CITY OF BLACK DIAMOND

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

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

September 11, 2017,

Mr. Colin Lund
Director of Development
Oakpointe
10220 NE Points Drive, Suite 310
Kirkland, WA 98033

Re: PLN 16-0068 288th and 216th

Dear Mr. Lund:

Please use this letter as your official notice of completion of the re-channelation of 288th and 216th is completed

Andrew Williamson



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



CITY OF BLACK DIAMOND

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

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

August 2, 2017

Oakpointe LLC
c/o Colin Lund
10220 NE Points Drive, Suite 310
Kirkland, WA 98033

ATTN: Colin Lund

Re: Release of \$5,000.00 Cash Bond (PUB17-0020)

The intent of this letter is to notify you that the work on the above referenced cash bond for the 288th & 216th Re-channelization(PUB17-0020) has been completed to the City of Black Diamond's satisfaction.

We are hereby releasing the cash bond. A check will be issued to Oakpointe LLC/ CCD Black Diamond Partners LLC for the \$5,000.00.

If you should have any questions, please feel free to contact me at (360) 886-5716.

Sincerely,

Andrew Williamson
MDRT Director

Enclosure: Check for refund of Cash Bond

MEMORANDUM

DATE: August 1, 2017
TO: Andrew Williamson
FROM: Austin Fisher, PE
SUBJECT: The Villages SE 288th & 216th Ave SE Channelization - Recommendation of Acceptance
PLN16-0068
CC:
PROJECT NUMBER: 554-3043-022
PROJECT NAME: MDRT Traffic Services

On August 1, 2017 we visually observed the final placement of channelization markings at SE 288th Street and 216th Avenue SE in accordance with the approved plans under PLN16-0068.

Based upon our visual observations of the completed improvements we recommend that the City accept the improvements and consider this project complete.

If you have any questions regarding this recommendation please do not hesitate to contact me at 253-604-6747 or at afisher@parametrix.com.

TEN TRAILS MPD
PARCEL V13 FINAL PLAT
PLN18-0043

EXHIBIT L

TITLE: Off-Site Water Main Extension Approval

PREPARED BY: RH2 Engineering

DATE: 09/05/2017



RH2 ENGINEERING, INC.
www.rh2.com
mailto:mail@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

BOTHELL
MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

RICHLAND

TACOMA

OREGON
LOCATIONS

NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Ave. Suite 100
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

September 5th 2017

Mr. Andrew Williamson
MDRT Director
City of Black Diamond
PO Box 599
Black Diamond WA 98010

Sent via: Email and US Mail

Subject: Final Plat Document – Off-Site Mains

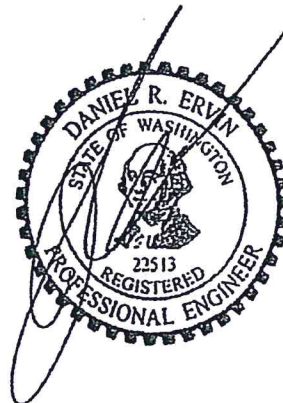
Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the off-site regional watermains in Roberts drive are complete, operational and meet the requirements for Final Plat approval.

Please call or email if you need additional information.

Sincerely,

Daniel R. Ervin, P.E.
RH2 ENGINEERING, INC.



<p>TEN TRAILS MPD</p> <p>PARCEL V13 FINAL PLAT</p> <p>PLN18-0043</p>

EXHIBIT M

TITLE: Completion and Maintenance Bond Forms for Ten Trails
Parcel V13 Final Plat

PREPARED BY: Triad on behalf of Oakpointe and reviewed by
Varius, Inc.

DATE: 08/01/2018



Varius Inc
13843 62nd Ave NE
Kirkland WA 98034
(206) 436 9795

August 1st, 2018

Andrew Williamson
MDRT Director
PO Box 599
Black Diamond WA 98010

Attn: Andrew Williamson, Director
RE: Final Plat Document – Plat 1A, Division 13 – Bond Review and Approval

Dear Andy:

This letter is your certification, for use during Final Plat review and approval, that the Public Works Director completed a site review on July 27th, 2018 and has reviewed the proposed Bond Worksheets for Plat 1a – Division 13 and found them acceptable to complete all remaining work. The Bond Worksheets, in an amount totaling \$354,670.50 and dated July 13, 2018 (noted for Job Number 05-336) include line items for the following uncompleted work:

1. Clearing and Grubbing
2. Mass Grading
3. Block Walls
4. Concrete Bands
5. Base and Final Paving Lifts
6. Signs
7. Striping
8. Survey Monuments
9. Side Sewers
10. Sewer Cleanouts
11. Mailboxes
12. Landscaping

Please call or email if you need additional information

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel R. Ervin', written over a horizontal line.

Daniel R. Ervin, P.E.
Varius Inc – Executive Vice President

PLN18-0043

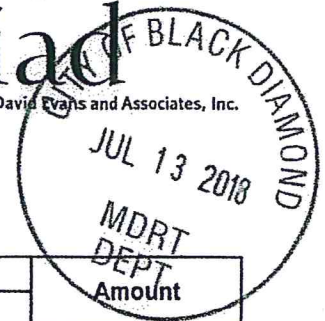
Opinion of Probable Costs for Remaining Infrastructure

For:
Ten Trails - V13triad
a division of David Evans and Associates, Inc.

Prepared By: Beau J. Willert, PE

Job Number: 05-336

Date: July 11, 2018

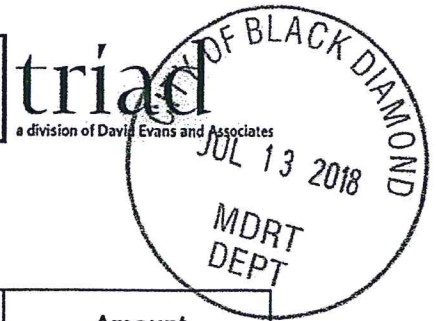


V13	Estimated	Unit	Unit	MDRT DEPT Amount
	Quantity		Price	
Clearing & Grubbing	1	Lump Sum	\$20,000.00	\$20,000.00
Mass Grading	1	Lump Sum	\$30,000.00	\$30,000.00
Block Wall	1	Lump Sum	\$8,500.00	\$8,500.00
18" - 24" Concrete Bands	120	Lineal Foot	\$10.00	\$1,200.00
Base Lift Paving (Driveway, Autocourt)	885	Square Foot	\$1.25	\$1,106.25
Final Lift Paving	49,000	Square Foot	\$1.25	\$61,250.00
Street Signs	1	Lump Sum	\$4,000.00	\$4,000.00
Striping	1	Lump Sum	\$4,000.00	\$4,000.00
Survey monuments	13	Each	\$450.00	\$5,850.00
6" Side Sewer	20	Lineal Foot	\$40.00	\$800.00
Sewer Cleanout	1	Each	\$350.00	\$350.00
Mailboxes	1	Each	\$2,500.00	\$2,500.00
Street Trees, ROW Landscaping & Revegetation Area	1	Lump Sum	\$187,028.00	\$187,028.00
			Sub-Total	\$326,584.25
			8.60% * Sales Tax	\$28,086.25
			Total	\$354,670.50



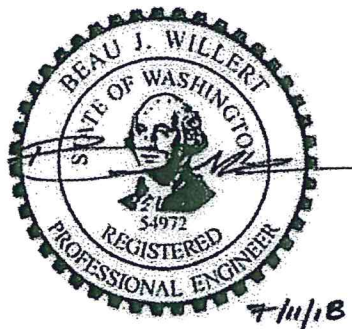
PLN18-0043

Maintenance Cost Summary
For:
Ten Trails - V13



Prepared By: Beau J. Willert, PE
Job Number: 05-336
Date: June 11, 2018

V13	Amount
Asphalt Paving and Roadway Infrastructure	\$195,742.00
Concrete Paving	\$139,698.00
Sewer System	\$280,883.00
Storm System	\$156,405.00
Water System (750 PZ)	\$250,845.00
Landscape Appurtenances	\$21,600.00
Total	\$1,045,173.00



TEN TRAILS MPD
PARCEL V13 FINAL PLAT
PLN18-0043

EXHIBIT N

TITLE: Final Plat Approval Letters

PREPARED BY: Varius, Inc., Parametrix, and Mountain View/
Black Diamond Fire and Rescue

DATE: Various dates



Varius Inc
13843 62nd Ave NE
Kirkland WA 98034
(206) 436 9795

August 1st, 2018

Mr. Andrew Williamson
MDRT Director – City of Black Diamond
PO Box 599
Black Diamond WA 98010

Attn: Andrew Williamson, Director
RE: Final Plat Document – Plat 1A Division 13 – Final Plat Review and Approval

Dear Andy:

With this letter I transmit my approval of the Final Plat for Ten Trails, Phase 1, Division 13 that I received July 19th for review. The Final Plat meets the requirements of the Preliminary Plat (including the Hearing Examiner Conditions of Approval) the applicable City codes and Standards and the Development Agreement. My review was concluded in accordance with BDMC 17.20.060.

Please call or email if you need additional information.

Sincerely,

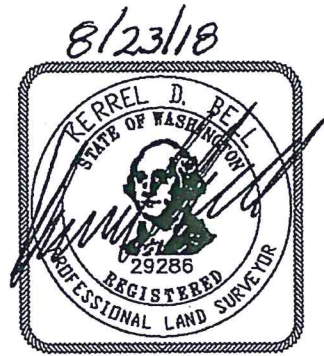
A handwritten signature in black ink, appearing to read 'Daniel R. Ervin', with a long horizontal line extending to the right.

Daniel R. Ervin, P.E.
Varius Inc – Executive Vice President

Wednesday, June 27, 2018

TECHNICAL MEMORANDUM

Date: August 23, 2018
To: Andrew Williamson
From: Kerrel Bell, PLS
Subject: 3rd Review of the Plat of Ten Trails V-13
cc:
Project Number: 247-3043-032, 03.01
Project Name: City of Black Diamond
3rd Review of the Plat of Ten Trails V-13



We have completed our 3rd review of the above referenced subdivision plat and all comments from our 2nd review have been addressed. We have no further comments at this time.

If you have any questions or need additional information, please contact me at (425) 281-2066 or kbell@parametrix.com



MOUNTAIN VIEW/BLACK DIAMOND FIRE AND RESCUE

32316 148th AVE SE Auburn, WA 98092 253 735 0284 info@kcfd44.org www.mvfire.org

City of Black Diamond
24301 Roberts Drive
PO Box 599
Black Diamond WA 98010

August 2, 2018

This letter is to inform you that:

The Fire Department has reviewed Ten Trails, Preliminary, V-13 Division 2, and have approved the plat reviewed. This is to notify you that we are ready to sign the final document upon your request.

Greg Smith
Fire Chief
Black Diamond Fire Department

TEN TRAILS

V-13

VOL/PG

PORTION OF THE NE 1/4 OF NW 1/4, SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 OF SECTION 15, TOWNSHIP 21 N., RANGE 6 E., W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, THE USE OF ALL STREETS, AVENUES AND PARKWAYS SHOWN HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES. FURTHER, THE UNDERSIGNED OWNER WAIVES FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND FROM THE REQUIRED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SUCH DEDICATED AREA.

TRACTS A, D AND H, UTILITY, PEDESTRIAN ACCESS AND LANDSCAPE TRACTS, TRACT E, A UTILITY AND LANDSCAPE TRACT, TRACT F, A UTILITY, PEDESTRIAN ACCESS, LANDSCAPE AND PARK TRACT AND TRACT G, A PEDESTRIAN ACCESS AND LANDSCAPE TRACT ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION.

TRACT B AND C, ACCESS, UTILITY AND PEDESTRIAN ACCESS TRACTS, ARE PRIVATE ALLEY TRACTS AND ARE HEREBY GRANTED AND CONVEYED TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION, PURSUANT TO SECTION 6.5(b) OF THE VILLAGES MPD DEVELOPMENT AGREEMENT, CDD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY SHALL MAINTAIN SAID PRIVATE ALLEYS FOR A PERIOD OF THREE YEARS FROM RECORDING OF FINAL SUBDIVISION OR OTHER IMPLEMENTING APPROVAL. CDD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN ITS SOLE DISCRETION, MAY ELECT TO TRANSFER THE MAINTENANCE OBLIGATION TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION OR OTHER ACCEPTABLE ENTITY FOLLOWING ITS INITIAL THREE YEAR OBLIGATION.

A PERMANENT PUBLIC ACCESS AND PEDESTRIAN ACCESS EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE PUBLIC OVER TRACTS A, B, C, D, F AND G. TRAILS SHALL BE CONSTRUCTED AND MAINTAINED AS DIRECTED IN THE VILLAGES MPD DEVELOPMENT AGREEMENT, RECORDED UNDER RECORDING NUMBER 20120906000762, 20120906000655 AND AMENDED UNDER RECORDING NUMBERS 20120906000762, 20120906000763, 20140103000655, 2014112001375 AND 2017120600581. MAINTENANCE SHALL BE THE OBLIGATION OF THE APPLICABLE OWNERS ASSOCIATION.

A LANDSCAPE AND IRRIGATION MAINTENANCE AND RENEWAL EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION AND THE TEN TRAILS COMMUNITY COUNCIL, FOR MAINTENANCE AND RENEWAL OF THE LANDSCAPED AREAS WITHIN THE ROADS DEDICATED TO THE PUBLIC WITHIN THIS SUBDIVISION.

A ONE-FOOT SIDEWALK EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE CITY OF BLACK DIAMOND UPON THE EXTERIOR ONE FOOT OF LOTS 1 THROUGH 15, INCLUSIVE, LOTS 18 THROUGH 43, INCLUSIVE, LOTS 59 THROUGH 62, INCLUSIVE AND TRACTS A, B, C, D, E, F AND G ABUTTING ROADS HEREBY DEDICATED TO THE PUBLIC BY THIS CDD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, MAINTAINING, REPLACING AND OPERATING A SIDEWALK FOR THE PUBLIC USE TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR THE PURPOSES STATED ABOVE.

A ONE-FOOT CONCRETE BAND EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION UPON THE EXTERIOR ONE FOOT OF LOTS 15 THROUGH 18, INCLUSIVE, LOTS 43 THROUGH 58, INCLUSIVE AND TRACTS A AND D ABUTTING TRACTS B AND C, THE PRIVATE LANE TRACTS FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, MAINTAINING, REPLACING AND OPERATING A CONCRETE BAND TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR THE PURPOSES STATED ABOVE.

THIS SUBDIVISION, DEDICATION AND WAIVER OF CLAIMS ARE MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER, IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

CDD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: OAKPONTE LLC, A WASHINGTON LIMITED LIABILITY COMPANY, ITS MANAGER

BY: BRIAN ROSS, MANAGER

LENNAR NORTHWEST, INC., A DELAWARE CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON }
COUNTY OF KING } SS

ON THIS _____ DAY OF _____, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED BRIAN ROSS, KNOWN TO ME TO BE THE MANAGER OF OAKPONTE LLC, THE MANAGER OF CDD BLACK DIAMOND PARTNERS LLC, THE DELAWARE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

SIGNATURE OF _____ DATE _____
NOTARY PUBLIC

MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON }
COUNTY OF KING } SS

ON THIS _____ DAY OF _____, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE _____ OF LENNAR NORTHWEST, INC., THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

SIGNATURE OF _____ DATE _____
NOTARY PUBLIC

MY APPOINTMENT EXPIRES _____

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

LOT D OF BLACK DIAMOND LOT LINE ADJUSTMENT NO. PLN18-0060, ACCORDING TO THE LOT LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 20170517900001, IN KING COUNTY, WASHINGTON;

SITUATE IN THE CITY OF BLACK DIAMOND, COUNTY OF KING, STATE OF WASHINGTON.

COUNCIL APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2018.

COUNCIL RESOLUTION NUMBER _____

MAYOR, CITY OF BLACK DIAMOND

STATE OF WASHINGTON }
COUNTY OF KING }

THIS IS TO CERTIFY THAT ON THIS DAY, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED CAROL BENSON TO ME KNOWN TO BE THE MAYOR OF THE CITY OF BLACK DIAMOND THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CITY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____

MY APPOINTMENT EXPIRES _____

PUBLIC WORKS DIRECTOR

THE PUBLIC WORKS DIRECTOR FOR THE CITY OF BLACK DIAMOND HAS APPROVED THE SURVEY DATA, THE LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHTS OF WAYS, DESIGN OF BRIDGES, SEWAGE, AND WATER SYSTEM AND OTHER STRUCTURES.

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2018.

PUBLIC WORKS DIRECTOR

COMMUNITY DEVELOPMENT DIRECTOR

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2018.

COMMUNITY DEVELOPMENT DIRECTOR

TREASURER CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE, ARE PAID IN FULL.

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2018.

TREASURER

DEPUTY

FIRE CHIEF APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2018.

CITY OF BLACK DIAMOND FIRE CHIEF

DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2018.

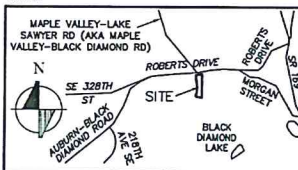
KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ORIGINAL TAX PARCEL NUMBERS

152106-9101

VICINITY MAP
N.T.S.



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF TEN TRAILS, V-13 CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CDD BLACK DIAMOND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND SAID SURVEY WAS BASED UPON AN ACTUAL SURVEY OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 6 EAST AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED; THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT; THAT (1) MONUMENTS AS DESCRIBED AND SHOWN HEREON, UNLESS STATED OTHERWISE HEREON, WILL BE OR HAVE BEEN SET AT ALL LOT CORNERS AS SHOWN; (2) MONUMENTS AS DESCRIBED AND SHOWN HEREON AS "SET" WILL BE OR HAVE BEEN SET; AND (3) ALL MONUMENTS DESCRIBED AND SHOWN HEREON THAT ARE SHOWN "TO BE SET" WITHIN THE RIGHT-OF-WAY, WITHIN AND WITHOUT THE BOUNDARY OF THIS SUBDIVISION, WILL BE SET AFTER THE STREET IS PAVED.



MARY H. MCDOWELL, PLS
SURVEYOR, CERTIFICATE NO. 36805
DAVID EVANS AND ASSOCIATES, INC.
20300 WOODVILLE SNOHOMISH RD NE
SUITE A-WOODVILLE, WA 98072
PHONE: (425) 415-2000

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF DAVID EVANS AND ASSOCIATES, INC. THIS _____ DAY OF _____, 2018, AT _____ MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____ RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS

TEN TRAILS, V-13

CITY OF BLACK DIAMOND
FILE NUMBER: PLN18-0043
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



DAVID EVANS
AND ASSOCIATES, INC.

20300 Woodville Snohomish Rd NE
Suite A • Woodville, WA 98072
p: 425 415 2000 f: 425 486 5059

PORTION OF THE NE 1/4 OF NW 1/4, SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 OF SECTION 15, TOWNSHIP 21 N., RANGE 6 E., W.M. CITY OF BLACK DIAMOND, WA

JOB NO 16-001

SHEET 1 OF 9

VOL/PG

TEN TRAILS

VOL/Pg

V-13

PORTION OF THE NE 1/4 OF NW 1/4, SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 OF SECTION 15, TOWNSHIP 21 N, RANGE 6 E, W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

EASEMENT PROVISIONS

EASEMENT PROVISIONS

PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO PUGET SOUND ENERGY, ANY TELEPHONE COMPANY, ANY CABLE TELEVISION COMPANY, ANY BROADBAND OR TELECOMMUNICATIONS COMPANY, CITY OF BLACK DIAMOND AND ITS SUCCESSORS AND ASSIGNS, UNDER AND UPON ALL STRIPS DESIGNATED AS PUBLIC UTILITY EASEMENTS AND TRACTS A, B, C, D, E AND F. THESE STRIPS AND TRACTS ARE DESIGNATED FOR PUBLIC UTILITY EASEMENTS IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, CATCH BASINS, MANHOLES, CLEANOUTS, WIRES, WATER METERS AND FIRE HYDRANTS WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, SEWER, STORM, WATER AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS, AND SPACES AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THE LANDS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

ALL PRIVATE STORM DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, TO THE APPLICABLE ASSOCIATION FOR THE PURPOSES OF OPERATING, MAINTAINING, REPAIRING AND RENEWING THE PRIVATE STORM DRAINAGE FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 4 OF 9.

IN ADDITION THE APPLICABLE ASSOCIATION SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RENEWING ALL PRIVATE STORM DRAINAGE FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION LYING WITHIN THE TRACTS OWNED BY SUCH ASSOCIATION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 4 OF 9.

ALL PRIVATE SANITARY SEWER EASEMENTS SHOWN HEREON ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, TO THE APPLICABLE ASSOCIATION FOR THE PURPOSES OF OPERATING, MAINTAINING, REPAIRING AND RENEWING THE PRIVATE SANITARY SEWER FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 4 OF 9.

IN ADDITION THE APPLICABLE ASSOCIATION SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RENEWING ALL PRIVATE SANITARY SEWER FACILITIES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION LYING WITHIN THE TRACTS OWNED BY SUCH ASSOCIATION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 4 OF 9.

ALL PRIVATE WATER LINE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, TO THE APPLICABLE ASSOCIATION FOR THE PURPOSES OF OPERATING, MAINTAINING, REPAIRING AND RENEWING THE PRIVATE WATERLINES AND APPURTENANCES LOCATED BETWEEN THE PUBLIC WATER LINE AND THE WATER METERS, INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 4 OF 9.

IN ADDITION THE APPLICABLE ASSOCIATION SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RENEWING ALL PRIVATE WATERLINES AND APPURTENANCES INSTALLED DURING THE INITIAL CONSTRUCTION OF THIS SUBDIVISION LYING WITHIN THE TRACTS OWNED BY SUCH ASSOCIATION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 4 OF 9.

ALL SINGLE FAMILY RESIDENTIAL LOTS SHALL BE SUBJECT TO AN EASEMENT 5.0 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT LINES, AND 5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL REAR LOT LINES, FOR THE PURPOSE OF PRIVATE DRAINAGE. IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS DERIVING BENEFIT FROM SAID EASEMENT. NO STRUCTURES OTHER THAN FENCES SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

RESTRICTIONS

- FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOT LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THIS PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REDIRECTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.
- NO LOT OR PORTION OF A LOT IN THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT IN WHICH LOCATED.
- DECORATIVE TYPE ENTRY SIGNS, EITHER FOR BEAUTIFICATION OR ADVERTISEMENT OF THIS PLAT, SHALL NOT UNDER ANY CIRCUMSTANCES BE PLACED IN PUBLIC RIGHT OF WAY.
- THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION AS RECORDED UNDER KING COUNTY RECORDING NO. 2017107001312 AND AS AMENDED BY RECORDING NO. 20171227000507, 20180619000316 AND 20180627001396.
- THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE TEN TRAILS COMMUNITY COUNCIL, AS RECORDED UNDER KING COUNTY RECORDING NO. 2017107001314 AND AS AMENDED BY RECORDING NO. 20171227000508, 20180619000315 AND 20180627001395.

INSTRUMENTATION NOTE

PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA SR 9500 EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING A 1 MINUTE THEODOLITE AND ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, METEORITIC OR EXCEEDING STANDARDS SET BY WAC 332-130-090.

MONUMENT NOTES

- PROPERTY CORNERS SHALL BE SET AS FOLLOWS UNLESS OTHERWISE SPECIFIED:
- ALL TRACT CORNERS ARE SET 1/2" X 24" REBAR WITH CAP LS NO. 21467 UNLESS OTHERWISE NOTED.
 - ALL TACK IN LEAD WITH WASHERS SET ARE SET ON THE STREETWARD PROJECTION OF THE LATERAL LOT OR LOT/TRACT LINES.
 - SET 1/2" X 24" REBAR WITH CAP "LS NO. 21467" AT ALL SIDE AND REAR LOT CORNERS.

ADDRESSING NOTE

ADDRESSES FOR INDIVIDUAL LOTS HAVE BEEN SHOWN ON THIS PLAT PURSUANT TO BOMC 17.20.020 OF THE VESTED CODE, BUT THESE ADDRESSES WERE ASSIGNED WITHOUT BUILDING OR SITE PLANS AVAILABLE FOR EACH LOT. ANY ADDRESS CHANGES REQUIRED SUBSEQUENT TO RECORDING OF THIS FINAL PLAT SHALL NOT CONSTITUTE A PLAT ALTERATION AS DEFINED IN BOMC 17.20.020.B OF THE VESTED CODE. REFER TO THE CITY OF BLACK DIAMOND (OR ITS SUCCESSOR AGENCY) BUILDING OR PLANNING DEPARTMENT RECORD ADDRESSES TO CONFIRM BUILDING ADDRESSES.



TEN TRAILS, V-13
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON

CONSERVATION EASEMENT DEED PARTIAL RELINQUISHMENT

THE CITY OF BLACK DIAMOND AND CDD BLACK DIAMOND PARTNERS LLC HEREBY AMEND THOSE CERTAIN CONSERVATION EASEMENT DEEDS RECORDED UNDER KING COUNTY RECORDING NOS. 20060323001818 ("CED1") AND 20060323001819 ("CED2") AS FOLLOWS:

TRACTS A, D, E, F, G AND H ARE HEREBY ESTABLISHED AS AND DECLARED TO BE "CONSERVATION ZONES," AS DEFINED IN CED1 AND CED2.

TRACT F IS A LANDSCAPED AREA CONSISTING OF 8,319 SQUARE FEET, WHICH PROVIDES PERMANENT PUBLIC ACCESS, PARKS, AND TRAILS, SAID TRACT PROTECTS AND CONSERVES THE CONSERVATION VALUES IDENTIFIED IN CED PARAGRAPH 2.3 BY ENHANCING RECREATION OPPORTUNITIES.

TRACTS A, D, E, F, G AND H ARE LANDSCAPED AREAS CONSISTING OF 41,358 SQUARE FEET. SAID TRACTS PROTECT AND CONSERVE THE CONSERVATION VALUES IDENTIFIED IN CED PARAGRAPH 2.3 BY ENHANCING THE VALUE TO THE PUBLIC BY PRESERVING VISUAL QUALITY ALONG HIGHWAY, ROAD, AND STREET CORRIDORS OR SCENIC VISTAS.

THE APPLICABLE OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE PRESERVATION AND PROTECTION OF THE CONSERVATION VALUES OF THE CONSERVATION ZONE ESTABLISHED HEREBY, AND THE CITY OF BLACK DIAMOND SHALL HAVE THE RIGHT TO ENFORCE SUCH PRESERVATION AND PROTECTION, PURSUANT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION AS RECORDED UNDER KING COUNTY RECORDING NOS. 2017107001312, 20171227000507 AND 20180619000316.

THE CITY OF BLACK DIAMOND HEREBY TERMINATES AND RELEASES ALL OF ITS RIGHT, TITLE AND INTEREST IN CED1 AND CED2 WITH RESPECT TO ALL PROPERTY IN THE PLAT NOT EXPRESSLY ESTABLISHED AS CONSERVATION ZONES HEREIN. THIS RELEASE IS INTENDED TO REMOVE CED1 AND CED2 FROM TITLE TO ALL PROPERTY IN THE PLAT NOT EXPRESSLY ESTABLISHED AS CONSERVATION ZONES HEREIN. THIS AMENDMENT AND RELEASE IS AN ADDENDUM TO CED1 AND CED2.

UPON RECORDING OF THIS AMENDMENT AND RELEASE, THE TOTAL SIZE OF THE CONSERVATION ZONES ESTABLISHED WITHIN THE PLAT AND THE REMAINING MINIMUM SIZE OF CONSERVATION ZONES TO BE ESTABLISHED SUBSEQUENTLY ARE AS FOLLOWS:

SOURCE OF REQUIREMENT: TABLE 9-1 OF THE VILLAGES DEVELOPMENT AGREEMENT	TOTAL CZ ACREAGE REQUIRED	TOTAL CZ ACREAGE ESTABLISHED BY PLATS OF TEN TRAILS	REMAINING MINIMUM CZ ACREAGE TO BE ESTABLISHED BY FUTURE PLATS WITHIN THE WEST ANNEXATION AREA
CED	63.3 ACRES	7.44 (PP1A DIV. 1) 2.11 (PH2, PLAT C, DIV.1) 1.93 (PP1A DIV. 2) 1.14 (V-13)	50.65

CONDITIONS FOR FINAL PLAT

- PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE 327TH ERU (EQUIVALENT RESIDENTIAL UNIT) WITHIN THE VILLAGES MPD, THE PROPONENT SHALL INSTALL A TRAFFIC SIGNAL AT THE INTERSECTION OF SE AUBURN-BLACK DIAMOND RD. (ROBERTS DR.) AND VILLAGE PL. SE (AKA MAIN ST.).
- PRIOR TO THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE 1,128TH ERU (EQUIVALENT RESIDENTIAL UNIT) WITHIN THE VILLAGES MPD, THE PROPONENT SHALL CONSTRUCT A SINGLE-LANE ROUNDABOUT AT THE INTERSECTION OF SE AUBURN-BLACK DIAMOND RD. (ROBERTS DR.) AND VILLAGES PARKWAY SE (AKA COMMUNITY CONNECTOR "A").
- ALL IMPLEMENTING PROJECTS AND PERMITS ASSOCIATED WITH PRELIMINARY PLAT V13 SHALL COMPLY WITH THE TRAFFIC IMPACT STUDY PREPARED BY TRANSPRO GROUP DATED JANUARY 31, 2017 (EX. 6 OF THE PRELIMINARY PLAT).
- ALL IMPLEMENTING PROJECTS AND PERMITS ASSOCIATED WITH PHASE 1A, OF WHICH PRELIMINARY PLAT V13 IS A PART, SHALL COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THE DETAILED IMPLEMENTATION SCHEDULE OF PHASE 1A REGIONAL INFRASTRUCTURE IMPROVEMENTS DATED AUGUST 25, 2012, AND APPROVED BY THE CITY ON AUGUST 27, 2012.
- THE MASTER DEVELOPER SHALL ENSURE THAT ADJACENT PROPERTIES TO THE EAST OF PRELIMINARY PLAT V13 CAN BE PROVIDED WITH SEWER SERVICE.
- UPON INSTALLATION OF A TRAIL IN THE 50-FOOT BUFFER ADJOINING THE EASTERN BOUNDARY OF PRELIMINARY PLAT V13, THE APPLICANT SHALL INSTALL A "NO TRESPASS" SIGN ACROSS FROM THE TRACT 806 ACCESS POINT TO THE TRAIL. THE WORDING AND DESIGN OF THE SIGN SHALL BE SUBJECT TO THE PRIOR APPROVAL OF CITY STAFF AND SHALL BE DESIGNED TO WARN TRAIL USERS FROM TRESPASSING ON PRIVATE PROPERTY TO THE EAST.
- NO TRAIL SHALL BE PLACED WITHIN THE 50-FOOT BUFFER ADJOINING THE EASTERN BOUNDARY OF PRELIMINARY PLAT V13 UNTIL ALL REQUIRED INFRASTRUCTURE FOR PRELIMINARY PLAT V13 HAS BEEN COMPLETED.
- THE 25-FOOT WIDE UTILITY EASEMENT PROPOSED BY THE APPLICANT FOR THE 50-FOOT BUFFER ADJOINING THE EASTERN BOUNDARY OF V13 SHALL BE RELOCATED TO THE PRIVATE ACCESS EASEMENT ADJOINING THE PP1A EASTERN BOUNDARY PARALLEL TO THE EASTERN BOUNDARY OF V13 UPON CONVEYANCE OF THE NECESSARY TITLE DOCUMENTS FROM THE ADJOINING EASTERN PROPERTY OWNERS TO AUTHORIZE SUCH AN EASEMENT TO THE EXTENT CONSISTENT WITH CITY DEVELOPMENT STANDARDS.
- UNLESS, PER CONDITION OF APPROVAL NO. 44 OF THE VILLAGES MPD PERMIT AND THE VILLAGES MPD DEVELOPMENT AGREEMENT SECTION 13.7 ("NOISE MITIGATION") SUBSECTION (A), MUTUAL AGREEMENT REGARDING NOISE MITIGATION WITH THE RESIDENTS OF ADJACENT PARCELS HAS BEEN REACHED, ALL EXTERIOR CONSTRUCTION ACTIVITY ON LOTS 32 THROUGH 41, INCLUSIVE, AND LOTS 44 THROUGH 48, INCLUSIVE, MUST BE COMPLETED WITHIN SIX MONTHS OF COMMENCEMENT OF SUCH ACTIVITY ON THE FIRST OF THESE LOTS, UNLESS THERE IS A SIGNIFICANT INTERRUPTION IN EXTERIOR CONSTRUCTION ACTIVITY (DEFINED AS A BREAK OF 60 DAYS OR LONGER ON ALL OF THESE LOTS), OR A NOISE MITIGATION BARRIER FOR THE APPLICABLE ADJACENT PARCEL(S) CONSISTENT WITH THE BARRIERS DESCRIBED IN EXHIBIT 3 TO OAKPONTES JUNE 20, 2018, LETTER TO ANDY WILLIAMSON (OR OTHER MITIGATION MEASURES SATISFYING THE NOISE MITIGATION CONDITION) MUST BE COMPLETED TO THE CITY'S SATISFACTION.
- SEPA MITIGATION MEASURE #1: THE APPLICANT SHALL CONSTRUCT A SAFE PEDESTRIAN CONNECTION ACROSS ROCK CREEK FOR PEDESTRIAN LINKAGE TO MORGANVILLE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY OF THE 200TH DWELLING UNIT FOR THE VILLAGES MPD. IN LIEU OF CONSTRUCTION, THE CITY SHALL HAVE A FINANCIAL COMMITMENT IN PLACE TO COMPLETE THE IMPROVEMENTS WITHIN SIX YEARS OF PP1A APPROVAL.

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VOL/Pg

TEN TRAILS

V-13

PORTION OF THE NE 1/4 OF NW 1/4, SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 OF SECTION 15, TOWNSHIP 21 N, RANGE 6 E, WM.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG

CITY OF BLACK DIAMOND CONDITIONS

WARNING

WARNING: THE CITY OF BLACK DIAMOND OVERLIES NUMEROUS MINE SHAPES TUNNELS AND OTHER WORKINGS, THE EXACT LOCATION, DEPTH AND SIZE OF WHICH ARE UNKNOWN. THE LAND ENCOMPASSED BY THIS SUBDIVISION MAY OR MAY NOT OVERLIE SUCH A WORKING. IN APPROVING THIS SUBDIVISION, THE CITY OF BLACK DIAMOND MAKES NO REPRESENTATIONS AND ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE SUITABILITY OF THIS SITE FOR THE DEVELOPMENT CONTEMPLATED OR THE SUITABILITY OR INTEGRITY OF THE SUBSOIL AGAINST SUBSIDENCE OR COLLAPSE.

APPROVED MPD STATEMENT

THIS PLAT IS PART OF AN APPROVED MASTER PLANNED DEVELOPMENT (MPD). ALL DEVELOPMENT AND CONSTRUCTION WITHIN THIS PLAT MUST BE CONSISTENT WITH THE APPLICABLE REQUIREMENTS OF THE MPD DEVELOPMENT AGREEMENT, MPD DESIGN STANDARDS, AND MITIGATION REQUIREMENTS. ALL BUILDING PERMIT APPLICATIONS MUST BE ACCOMPANIED BY WRITTEN DOCUMENTATION OF DRG APPROVAL AT THE TIME OF SUBMITTAL TO THE CITY.

GENERAL NOTES

- UNLESS OTHERWISE NOTED WITHIN THIS PLAT, ALL WATER AND SEWER PIPELINES WILL BE PUBLICLY OWNED AND OPERATED AND WILL BE WITHIN DEDICATED EASEMENT OR RIGHT OF WAY. STORMWATER PIPELINES MAY BE PRIVATELY OWNED AS LONG AS THE AREA SERVED BY THE PIPELINE IS ENTITLED BY EASEMENT AND OWNED BY THE APPLICABLE ASSOCIATION, PER THE TRACT TABLE ON SHEET 4 OF 9.
- WATER CAPITAL FACILITY CHARGES AND SEWER CAPITAL FACILITY CHARGES SHALL NOT BE IMPOSED FOR DEVELOPMENT IN THIS PLAT.
- ALL STORMWATER TREATMENT SYSTEMS SHALL BE OWNED BY THE APPLICABLE ASSOCIATION IN ACCORDANCE WITH THE TRACT TABLE ON SHEET 4 OF 9.
- SCHOOL MITIGATION FEES SHALL BE DUE PRIOR TO BUILDING PERMIT ISSUANCE FOR EACH SINGLE FAMILY AND MULTI-FAMILY DWELLING UNIT, DURING THE FIRST FIVE YEARS FOLLOWING JANUARY 24, 2011. THE SCHOOL MITIGATION FEES SHALL BE \$4,670.00 PER SINGLE FAMILY UNIT AND \$1,501.00 PER MULTI-FAMILY UNIT. THEREAFTER, THE MITIGATION FEE SHALL BE THE RATE ADOPTED BY THE CITY OF BLACK DIAMOND SCHOOL IMPACT FEE OR SCHOOL MITIGATION FEE ORDINANCE, IF ANY, PROVIDED THAT THE MAXIMUM SCHOOL MITIGATION FEE DUE FOR EACH DWELLING UNIT SHALL BE \$12,453 PER SINGLE FAMILY DWELLING UNIT AND \$4,003 PER MULTI-FAMILY DWELLING UNIT, AS APPLICABLE. BUT IN NO EVENT, EVEN IN THE ABSENCE OF A SCHOOL IMPACT FEE OR MITIGATION FEE ORDINANCE, SHALL THE MITIGATION FEES BE LESS THAN \$7,783.00 PER SINGLE FAMILY DWELLING UNIT AND \$2,502.00 PER MULTI-FAMILY DWELLING UNIT.
- IN THE EVENT THAT THE APPLICABLE ASSOCIATION FAILS TO PERFORM ANY MAINTENANCE OF PRIVATE ALLEY, AUTO COURT OR PUBLIC STREET-SIDE LANDSCAPING AS REQUIRED BY SECTION 5.5.7 OF THE VILLAGES MPD DEVELOPMENT AGREEMENT AND, AS A RESULT, THE CITY OF BLACK DIAMOND PERFORMS SAID MAINTENANCE, THE LOT OWNERS OF THE PLAT ACKNOWLEDGE AND AGREE ON BEHALF OF THEMSELVES AND ALL SUCCESSORS AND ASSIGNS THAT, IF NOT PAID WITHIN THIRTY (30) DAYS OF INVOICING BY THE CITY, THE CITY'S TOTAL COST ARISING FROM THE CITY'S PERFORMANCE OF SAID REQUIRED LANDSCAPING MAINTENANCE PLUS ANY PENALTIES AND INTEREST THEREON AS PROVIDED BY THE VILLAGES MPD DEVELOPMENT AGREEMENT SHALL BE A LIEN AGAINST ALL PROPERTY, INCLUDING INDIVIDUAL LOTS, WITHIN THIS PLAT, AND SAID LIEN MAY BE FORECLOSED IN THE SAME MANNER PROVIDED FOR THE FORECLOSURE OF LIENS FOR UNPAID SEWER RATES AND CHARGES SET FORTH IN RCW 35.67.220 - .280, AS AMENDED.
- IN THE EVENT THAT THE APPLICABLE ASSOCIATION FAILS TO PERFORM ANY MAINTENANCE OF PRIVATE STREET, ALLEY, OR AUTO COURT AS REQUIRED BY SECTION 6.5 OF THE VILLAGES MPD DEVELOPMENT AGREEMENT UNDER KING COUNTY RECORDING NO. 2012013000655 AND, AS A RESULT, THE CITY OF BLACK DIAMOND PERFORMS SAID REQUIRED MAINTENANCE, THE LOT OWNERS OF THE PLAT ACKNOWLEDGE AND AGREE ON BEHALF OF THEMSELVES AND ALL SUCCESSORS AND ASSIGNS THAT, IF NOT PAID WITHIN THIRTY (30) DAYS OF INVOICING BY THE CITY, THE CITY'S TOTAL COST ARISING FROM THE CITY'S PERFORMANCE OF SAID REQUIRED PRIVATE STREET MAINTENANCE PLUS ANY PENALTIES AND INTEREST THEREON AS PROVIDED BY THE VILLAGES MPD DEVELOPMENT AGREEMENT SHALL BE A LIEN AGAINST ALL PROPERTY, INCLUDING INDIVIDUAL LOTS, WITHIN THIS PLAT, AND SAID LIEN MAY BE FORECLOSED IN THE SAME MANNER PROVIDED FOR THE FORECLOSURE OF LIENS FOR UNPAID SEWER RATES AND CHARGES SET FORTH IN RCW 35.67.220 - .280, AS AMENDED.
- ANY STRUCTURE (INCLUDING RETAINING WALLS 4 FEET OR TALLER) ADJACENT TO A SENSITIVE AREAS SETBACK SHALL COMPLY WITH THE CITY OF BLACK DIAMOND SENSITIVE AREAS ORDINANCE AS FOUND IN EXHIBIT E OF THE VILLAGES MPD DEVELOPMENT AGREEMENT, RECORDED UNDER KING COUNTY RECORDING NUMBER 2012013000655.
- ALL BIO-RETENTION CELLS (RAIN GARDENS) WITH APPURTENANT STORM CONVEYANCE SYSTEMS DRAINING TO THEM, WHETHER IN PUBLIC OR PRIVATE PROPERTY, SHALL BE MAINTAINED BY THE APPLICABLE ASSOCIATION.

EXCEPTIONS NOTED IN TITLE REPORT

(TITLE NOTES CORRESPONDING TO PARAGRAPH NUMBERS FROM SCHEDULE A, PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, SUBDIVISION GUARANTEE NO. WA-FBCV-IMP-27WAG14-1-18-20377142, DATED JULY 5, 2018 AT 8:00 AM.

- MITIGATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: APRIL 22, 2011
RECORDING NO.: 2010422000249
REGARDING: TRAFFIC
- COMPREHENSIVE SCHOOL MITIGATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JUNE 24, 2011
RECORDING NO.: 2010624001156
- THE VILLAGES MASTER PLANNED DEVELOPMENT AGREEMENT BETWEEN CITY OF BLACK DIAMOND, WASHINGTON AND ED VILLAGE PARTNERS, L.P. AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JANUARY 30, 2012
RECORDING NO.: 20120130000640
AND AMENDMENTS THERETO:
RECORDED: SEPTEMBER 6, 2012, JANUARY 3, 2014 AND NOVEMBER 12, 2014
RECORDING NO.: 20120906000761, 20140103000649 AND 20141112001374
- THE VILLAGES MPD DEVELOPMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JANUARY 28, 2012
RECORDING NO.: 20120130000655
AND AMENDMENTS THERETO:
RECORDED: SEPTEMBER 6, 2012, JANUARY 3, 2014 AND NOVEMBER 12, 2014
RECORDING NO.: 20120906000762, 20120906000763, 20140103000655, 20141112001375 AND 20171206000581
- SCHOOL MITIGATION ENHANCEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JANUARY 30, 2015
RECORDING NO.: 20150130000465
- NOTICE OF PAYMENT OBLIGATION AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: DECEMBER 2, 2015
RECORDING NO.: 20151202000632
- EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND ENERGY, INC.
PURPOSE: TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY
RECORDED: JANUARY 28, 2016
RECORDING NO.: 20160126000866
NOTE: REFER TO THAT INSTRUMENT FOR ITS FULL PARTICULARS.
- EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND ENERGY, INC.
PURPOSE: TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY
RECORDED: AUGUST 12, 2016
RECORDING NO.: 20160812001925
CONTAINS COVENANT PROHIBITING STRUCTURES OVER SAID EASEMENT OR OTHER ACTIVITY WHICH MIGHT ENDANGER THE UNDERGROUND SYSTEM.
NOTE: REFER TO THAT INSTRUMENT FOR ITS FULL PARTICULARS.
- EARLY ENTRY AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JUNE 13, 2017
RECORDING NO.: 20170613000328
- EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND ENERGY, INC.
PURPOSE: TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: AUGUST 24, 2017
RECORDING NO.: 20170824000131
NOTE: THIS EASEMENT HAS BEEN PLOTTED ON THE PLAT.
- EASEMENT FOR UTILITY MAINS & APPURTENANCES AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: CITY OF BLACK DIAMOND
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: DECEMBER 27, 2017
RECORDING NO.: 20171227000506
NOTE: THIS EASEMENT HAS BEEN PLOTTED ON THE PLAT.
- EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND ENERGY, INC.
PURPOSE: TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: MAY 18, 2017
RECORDING NO.: 20170518000241
CONTAINS COVENANT PROHIBITING STRUCTURES OVER SAID EASEMENT OR OTHER ACTIVITY WHICH MIGHT ENDANGER THE UNDERGROUND SYSTEM.
AND AMENDMENTS THERETO:
RECORDED: MARCH 13, 2018
RECORDING NO.: 20180313000130
NOTE: REFER TO THOSE INSTRUMENTS FOR THEIR FULL PARTICULARS.
- EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND ENERGY, INC.
PURPOSE: TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: APRIL 27, 2018
RECORDING NO.: 20180427000715
CONTAINS COVENANT PROHIBITING STRUCTURES OVER SAID EASEMENT OR OTHER ACTIVITY WHICH MIGHT ENDANGER THE UNDERGROUND SYSTEM.
NOTE: REFER TO THAT INSTRUMENT FOR ITS FULL PARTICULARS.

LOT ADDRESS TABLE					
LOT NUMBER	STREET NAME	ADDRESS	LOT NUMBER	STREET NAME	ADDRESS
1	STUART AVE. SE	32577	32	STUART AVE. SE	32682
2	STUART AVE. SE	32591	33	STUART AVE. SE	32670
3	STUART AVE. SE	32605	34	STUART AVE. SE	32658
4	STUART AVE. SE	32619	35	STUART AVE. SE	32646
5	STUART AVE. SE	32633	36	STUART AVE. SE	32634
6	STUART AVE. SE	32661	37	STUART AVE. SE	32622
7	STUART AVE. SE	32675	38	STUART AVE. SE	32610
8	STUART AVE. SE	32689	39	STUART AVE. SE	32598
9	STUART AVE. SE	32703	40	STUART AVE. SE	32586
10	STUART AVE. SE	32717	41	STUART AVE. SE	32574
11	STUART AVE. SE	32731	42	STUART AVE. SE	32562
12	STUART AVE. SE	32745	43	GRANITE COURT	32550
13	STUART AVE. SE	32759	44	GRANITE COURT	32540
14	STUART AVE. SE	32773	45	GRANITE COURT	32528
15	STUART AVE. SE	32787	46	GRANITE COURT	32516
16	CINDER COURT	23494	47	GRANITE COURT	32504
17	CINDER COURT	23491	48	GRANITE COURT	32558
18	STUART AVE. SE	32801	49	GRANITE COURT	32546
19	STUART AVE. SE	32815	50	GRANITE COURT	32534
20	STUART AVE. SE	32829	51	GRANITE COURT	32522
21	STUART AVE. SE	32843	52	GRANITE COURT	32510
22	STUART AVE. SE	32857	53	GRANITE COURT	32498
23	STUART AVE. SE	32871	54	GRANITE COURT	32486
24	STUART AVE. SE	32885	55	GRANITE COURT	32474
25	STUART AVE. SE	32899	56	GRANITE COURT	32462
26	STUART AVE. SE	32913	57	GRANITE COURT	32450
27	STUART AVE. SE	32927	58	GRANITE COURT	32438
28	STUART AVE. SE	32941	59	STUART AVE. SE	32819
29	STUART AVE. SE	32955	60	STUART AVE. SE	32807
30	STUART AVE. SE	32969	61	STUART AVE. SE	32803
31	STUART AVE. SE	32983	62	STUART AVE. SE	32795

CITY OF BLACK DIAMOND FILE NO. PLN18-0043

TEN TRAILS, V-13
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



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JOB NO 16-001
SHEET 3 OF 9

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TEN TRAILS

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V-13

PORTION OF THE NE 1/4 OF NW 1/4, SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 OF SECTION 15, TOWNSHIP 21 N, RANGE 6 E, W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

TRACT AREAS

TRACT NO.	AREA	USE	TYPE OF PARK	GRANTED AND CONVEYED TO
A	11,856 SF	PEDESTRIAN ACCESS, UTILITY, LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
B	10,884 SF	UTILITY, ACCESS, PEDESTRIAN ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
C	3,019 SF	PEDESTRIAN ACCESS, UTILITY, ACCESS		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
D	25,231 SF	PEDESTRIAN ACCESS, UTILITY, LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
E	1,628 SF	UTILITY, LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
F	8,319 SF	UTILITY, PEDESTRIAN ACCESS, PARK TRACT AND LANDSCAPE	POCKET PARK	TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
G	1,003 SF	PEDESTRIAN ACCESS, LANDSCAPE	COMMUNITY TRAIL	TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION
H	1,640 SF	PEDESTRIAN ACCESS, UTILITY, LANDSCAPE		TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION

OPEN SPACE TABLE

	GROSS ACRES	BDUGAA/ OPEN SPACE REQUIREMENT	MPD REQUIREMENT (IF APPLICABLE)	REQUIRED OPEN SPACE	OPEN SPACE PREVIOUSLY RECORDED	REQUIRED OPEN SPACE LESS PREVIOUS PLATS	OPEN SPACE PROVIDED IN THIS PLAT	REMAINING OPEN SPACE REQUIRED
WEST ANNEXATION AREA								
PARCEL C	54.62	63.30	0	63.3	1.49 (PASSIVE) 8.25 (ACTIVE) (PPIA, DIV. 1) (PH2, PLAT C, DIV.1) (PPIA, DIV. 2)	53.56	0.95 (PASSIVE) 0.19 (ACTIVE)	52.42
PARCEL D	225.99							
PARCEL G	8.06							
PARCEL E	151.15	0	75.58	75.58	0.99 (PASSIVE) 1.12 (ACTIVE) (PH2, PLAT C, DIV. 1)	73.47	0	73.47
TOTAL IN CITY/UGA MPD OPEN SPACE	1196.40	145	336.4	481.4	2.48 (PASSIVE) 9.37 (ACTIVE)	489.55	0.95 (PASSIVE) 0.19 (ACTIVE)	468.41

LOT AREAS

LOT NO.	AREA	LOT NO.	AREA	LOT NO.	AREA	LOT NO.	AREA
1	4,750 SF	17	4,461 SF	33	3,643 SF	49	3,596 SF
2	4,750 SF	18	4,918 SF	34	4,681 SF	50	3,596 SF
3	5,169 SF	19	5,427 SF	35	3,902 SF	51	3,596 SF
4	3,892 SF	20	4,510 SF	36	5,193 SF	52	4,586 SF
5	3,808 SF	21	4,035 SF	37	4,348 SF	53	3,707 SF
6	3,814 SF	22	4,813 SF	38	4,409 SF	54	3,601 SF
7	4,896 SF	23	3,935 SF	39	4,334 SF	55	3,734 SF
8	4,895 SF	24	4,034 SF	40	4,158 SF	56	3,652 SF
9	5,005 SF	25	4,081 SF	41	4,021 SF	57	3,616 SF
10	3,807 SF	26	4,076 SF	42	5,199 SF	58	4,628 SF
11	3,847 SF	27	4,018 SF	43	3,862 SF	59	4,652 SF
12	5,079 SF	28	4,852 SF	44	3,581 SF	60	3,756 SF
13	5,591 SF	29	3,740 SF	45	3,585 SF	61	3,756 SF
14	4,202 SF	30	3,849 SF	46	3,711 SF	62	3,756 SF
15	4,966 SF	31	3,602 SF	47	5,170 SF		
16	3,602 SF	32	3,600 SF	48	4,785 SF		



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TEN TRAILS, V-13
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



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JOB NO 16-001
SHEET 4 OF 9

CITY OF BLACK DIAMOND FILE NO. PLN18-0043

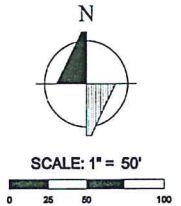
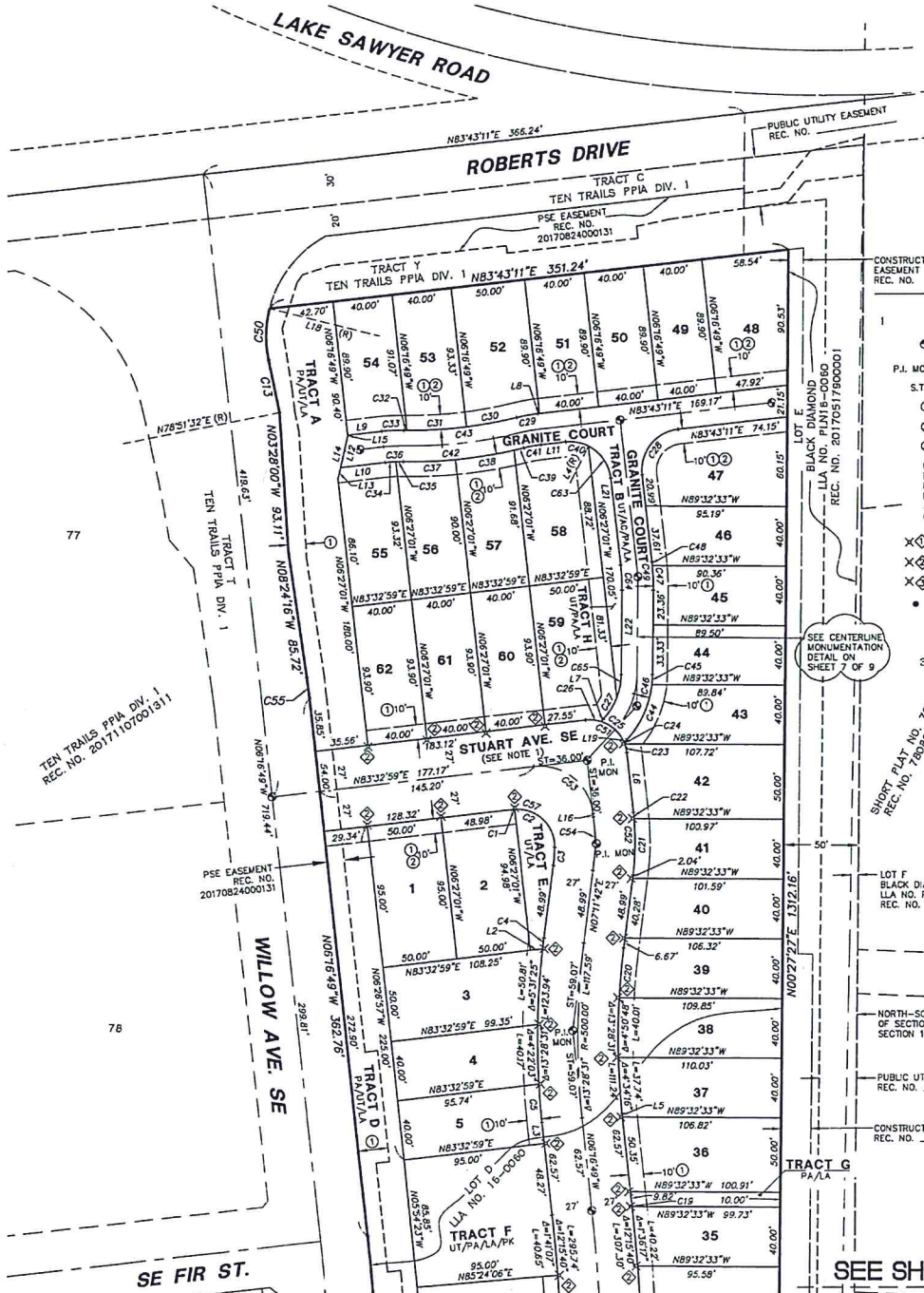
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TEN TRAILS

V-13

PORTION OF THE NE 1/4 OF NW 1/4, SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 OF SECTION 15, TOWNSHIP 21 N., RANGE 6 E, W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG



LEGEND

- ① SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE POINT OF INTERSECTION MONUMENT
- S.T. SEMI-TANGENT
- ① PUBLIC UTILITY EASEMENT
- ② PRIVATE WATER EASEMENT
- ③ PRIVATE STORM DRAINAGE EASEMENT
- UT - UTILITY TRACT
- PA - PEDESTRIAN ACCESS TRACT
- PK - PARK TRACT
- LA - LANDSCAPE TRACT
- AC - ACCESS TRACT
- (R) - RADIAL BEARING
- ✕ SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- ✕ SET 1.0' OFFSET TACK IN LEAD W/WASHER
- ✕ SET 2.5' OFFSET TACK IN LEAD W/WASHER
- SET REBAR WITH CAP "DEA 21487"

SEE SHEET 3 OF 9 FOR ADDRESSES

SEE SHEET 6 OF 9 FOR LINE AND CURVE TABLES

NOTES

1. STUART AVE SE IS HEREBY DEDICATED TO THE CITY OF BLACK DIAMOND.

LOT F

BLACK DIAMOND

LLA NO. PLN18-0060

REC. NO. 20170517800001

4

NORTH-SOUTH CENTER

OF SECTION 15

PUBLIC UTILITY EASEMENT

REC. NO.

CONSTRUCTION EASEMENT

REC. NO.

5

SEE SHEET 6

SEE SHEET 6

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TEN TRAILS, V-13
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



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JOB NO 16-001
SHEET 5 OF 9

CITY OF BLACK DIAMOND FILE NO. PLN18-0043

VOL/PG

TEN TRAILS

V-13

PORTION OF THE NE 1/4 OF NW 1/4, SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 OF SECTION 15, TOWNSHIP 21 N, RANGE 6 E, W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG



SCALE: 1" = 50'

0 25 50 100

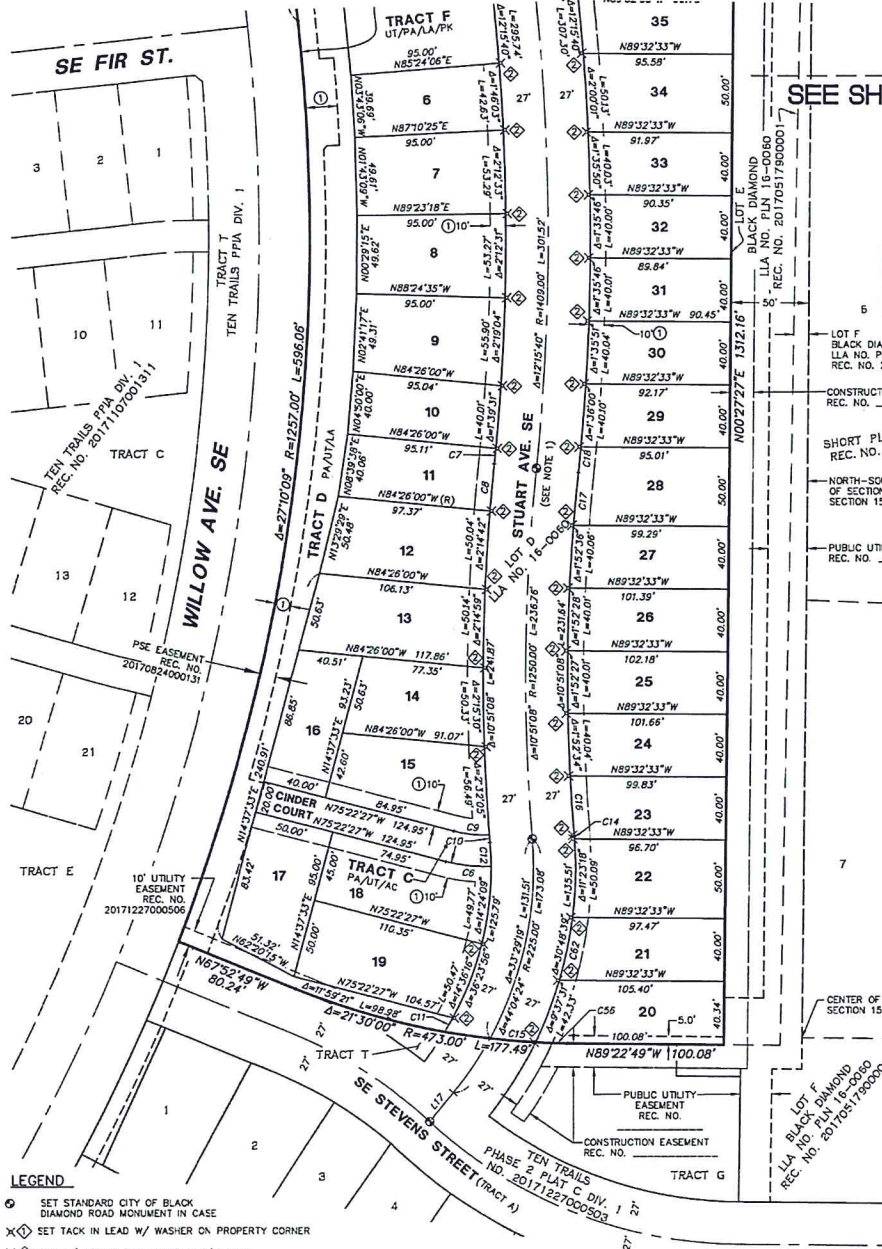
NOTES

1. STUART AVE SE IS HEREBY DEDICATED TO THE CITY OF BLACK DIAMOND.

SEE SHEET 3 OF 9 FOR ADDRESSES

Line Table		
Line #	Length	Direction
L2	8.25	N83°32'59"E
L3	14.30	N67°54'49"W
L4	27.50	N26°36'20"E
L5	2.40	N67°54'49"W
L6	40.31	N52°27'01"W
L7	2.51	N42°32'59"E
L8	1.25	N83°43'11"E
L9	22.89	N83°32'59"E
L10	30.21	N83°32'59"E
L11	16.57	N83°43'11"E
L12	21.73	N12°56'28"E
L13	7.95	N12°56'28"E
L14	29.68	N12°56'28"E
L15	0.50	N67°54'49"W
L16	2.31	N52°27'01"W
L17	23.93	N39°11'45"E
L18	76.00	S75°58'37"E
L19	2.51	S42°32'59"W
L20	26.51	N83°32'59"E
L21	58.82	S52°27'01"E
L22	55.69	S02°27'29"W

Curve Table				Curve Table			
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	1.02	25.00	2°20'45"	C34	7.16	89.50	4°35'02"
C2	41.75	25.00	95°40'55"	C35	4.99	89.50	3°11'48"
C3	12.05	123.00	5°37'04"	C36	12.15	89.50	7°46'50"
C4	7.25	527.00	0°47'18"	C37	35.17	310.50	6°29'20"
C5	25.72	527.00	2°47'45"	C38	40.06	310.50	7°23'34"
C6	28.97	100.00	16°36'04"	C39	6.88	310.50	1°16'11"
C7	9.99	1382.00	0°24'51"	C40	15.78	27.50	32°53'09"
C8	30.01	1277.00	1°20'48"	C41	11.71	89.50	7°32'26"
C9	22.76	80.00	16°17'56"	C42	82.11	310.50	15°09'05"
C10	4.85	1277.00	0°13'04"	C43	76.53	289.50	15°08'48"
C11	10.39	198.00	3°00'20"	C44	41.44	65.50	36°14'54"
C12	15.16	198.00	4°23'11"	C45	6.68	65.50	5°50'36"
C13	35.89	2049.00	1°00'13"	C46	48.12	65.50	42°05'30"
C14	2.27	252.00	0°30'56"	C47	16.67	160.50	5°57'03"
C15	58.25	473.00	7°03'27"	C48	2.68	160.50	0°57'27"
C16	37.86	1223.00	1°46'25"	C49	19.35	160.50	6°54'30"
C17	33.67	1223.00	1°34'39"	C50	34.71	76.00	26°10'03"
C18	16.51	1436.00	0°39'32"	C51	39.27	25.00	90°00'00"
C19	0.25	1436.00	0°00'36"	C52	42.15	177.00	13°38'43"
C20	33.50	473.00	4°03'27"	C53	56.55	36.00	90°00'00"
C21	38.04	177.00	12°18'55"	C54	35.72	150.00	13°38'43"
C22	4.11	177.00	1°19'49"	C55	14.16	382.00	2°07'27"
C23	5.09	25.00	13°56'54"	C56	20.25	473.00	22°12'12"
C24	0.97	25.00	2°13'01"	C57	42.77	25.00	98°01'40"
C25	21.67	25.00	49°40'09"	C58	18.09	150.00	6°54'30"
C26	10.54	25.00	24°08'55"	C59	13.15	100.00	7°32'09"
C27	16.78	44.50	21°36'09"	C60	13.58	100.00	7°46'50"
C28	43.28	27.50	90°10'12"	C61	40.41	55.00	42°05'30"
C29	14.53	110.50	7°32'09"	C62	40.82	252.00	9°16'54"
C30	34.37	289.50	6°48'09"	C63	27.33	27.50	56°58'39"
C31	40.10	289.50	7°56'08"	C64	16.82	139.50	6°54'30"
C32	2.05	289.50	0°24'31"	C65	15.91	44.50	20°29'21"
C33	15.01	110.50	7°46'50"				



LEGEND

- ⊙ SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- X ⊙ SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- X ⊙ SET 1.0' OFFSET TACK IN LEAD W/ WASHER
- X ⊙ SET 2.5' OFFSET TACK IN LEAD W/ WASHER
- SET REBAR WITH CAP "DEA 21457"

- P.J. MON POINT OF INTERSECTION MONUMENT
S.T. SEMI-TANGENT
① PUBLIC UTILITY EASEMENT
② PRIVATE WATER EASEMENT
③ PRIVATE STORM DRAINAGE EASEMENT
UT - UTILITY TRACT
PA - PEDESTRIAN ACCESS TRACT
PK - PARK TRACT
LA - LANDSCAPE TRACT
AC - ACCESS TRACT
(R) - RADIAL BEARING



CITY OF BLACK DIAMOND FILE NO. PLN18-0043

TEN TRAILS, V-13
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



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JOB NO 16-001
SHEET 6 OF 9

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TEN TRAILS

V-13

VOL/PG

PORTION OF THE NE 1/4 OF NW 1/4, SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 OF SECTION 15, TOWNSHIP 21 N, RANGE 6 E, W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

CENTERLINE MONUMENTATION DETAIL FOR TRACT B



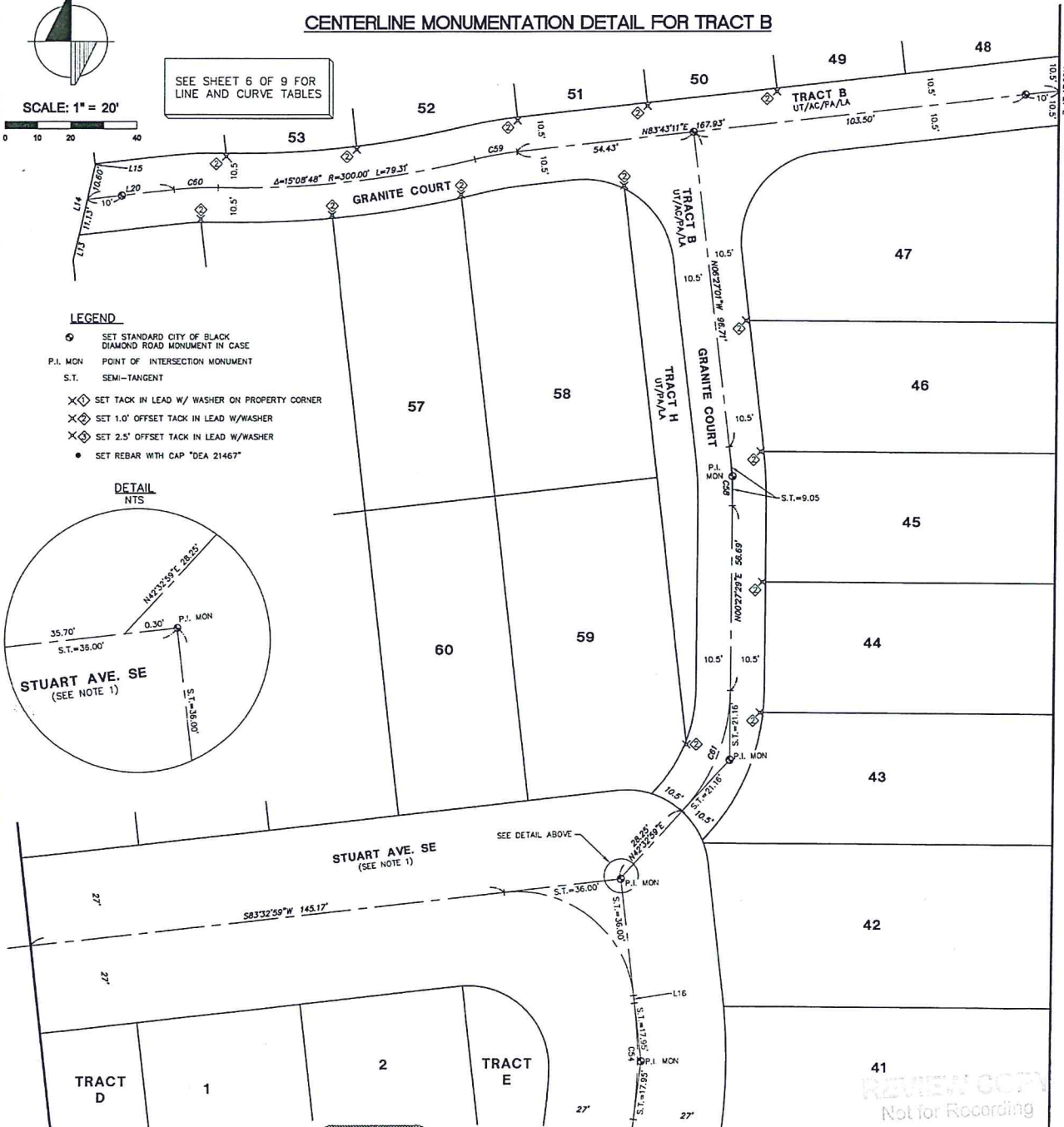
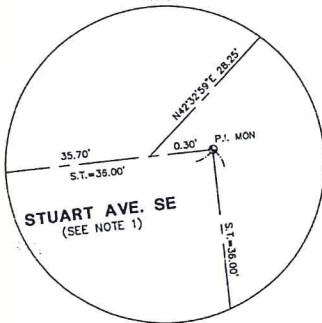
SCALE: 1" = 20'

SEE SHEET 6 OF 9 FOR
LINE AND CURVE TABLES

LEGEND

- ⊙ SET STANDARD CITY OF BLACK DIAMOND ROAD MONUMENT IN CASE
- P.I. MON POINT OF INTERSECTION MONUMENT
- S.T. SEMI-TANGENT
- ⊗ SET TACK IN LEAD W/ WASHER ON PROPERTY CORNER
- ⊗ SET 1.0' OFFSET TACK IN LEAD W/WASHER
- ⊗ SET 2.5' OFFSET TACK IN LEAD W/WASHER
- SET REBAR WITH CAP "DEA 21467"

DETAIL NTS



NOTES

1. STUART AVE. SE IS HEREBY DEDICATED TO THE CITY OF BLACK DIAMOND.



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KING COUNTY, WASHINGTON



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JOB NO 16-001
SHEET 7 OF 9

CITY OF BLACK DIAMOND FILE NO. PLN18-0043

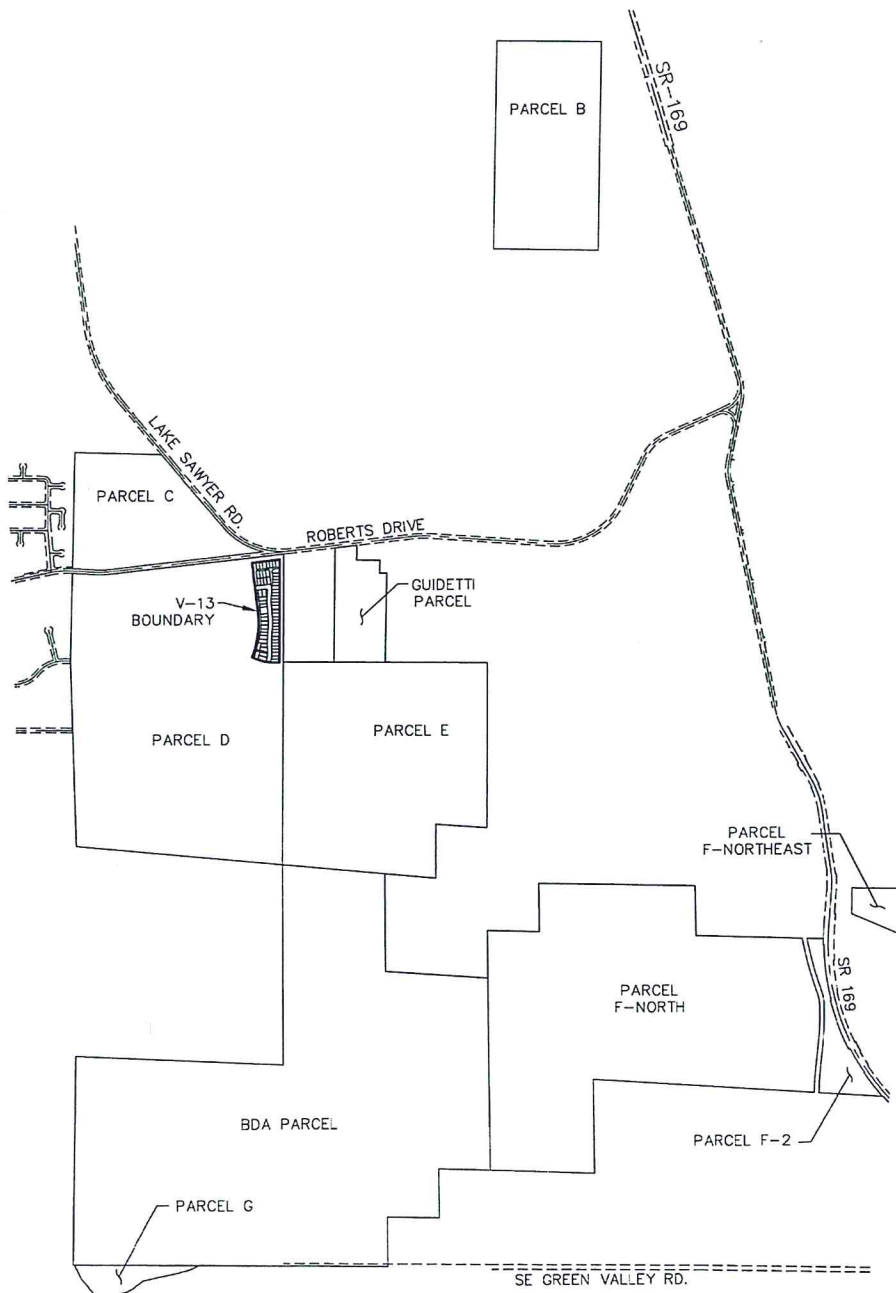
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TEN TRAILS

V-13

PORTION OF THE NE 1/4 OF NW 1/4, SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 OF SECTION 15, TOWNSHIP 21 N, RANGE 6 E, W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/PG



SCALE: 1" = 1000



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KING COUNTY, WASHINGTON



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JOB NO 16-001
SHEET 8 OF 9

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CITY OF BLACK DIAMOND FILE NO. PLN18-0043

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TEN TRAILS

V-13

PORTION OF THE NE 1/4 OF NW 1/4, SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 OF SECTION 15, TOWNSHIP 21 N, RANGE 6 E, W.M.
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON

VOL/Pg

INFRASTRUCTURE IMPROVEMENT TIMING

(INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED AS REQUIRED BY THE VILLAGES DEVELOPMENT AGREEMENT SECTION 11: PROJECT PHASING, INCLUDING - BUT NOT LIMITED TO - THE FOLLOWING ITEMS.)

PROJECT IDENTIFICATION	DESCRIPTION	
VILLAGE GREEN	CONSTRUCT A 1.17-ACRE PARK ON THE ROUNDABOUT IN PARCEL D.	COMMENCED OR BONDED PRIOR TO RECORDING DIVISION 1A OF PRELIMINARY PLAT 1A AND COMPLETED NO LATER THAN WHEN THE CERTIFICATE OF OCCUPANCY OR FINAL INSPECTION HAS BEEN ISSUED FOR 60% OF DWELLING UNITS LOCATED WITHIN 1/4 MILE OF PARK.
CIVIC PARK	CONSTRUCT THE 1.65-ACRE CIVIC PARK.	COMMENCED OR BONDED PRIOR TO RECORDING DIVISION 1A OF PRELIMINARY PLAT 1A AND COMPLETED NO LATER THAN WHEN THE CERTIFICATE OF OCCUPANCY OR FINAL INSPECTION HAS BEEN ISSUED FOR 60% OF DWELLING UNITS LOCATED WITHIN 1/4 MILE OF PARK.
SIDEWALK/SAFE PEDESTRIAN CONNECTION	PROVIDED AN EXPERT STUDY CONFIRMS ENGINEERING FEASIBILITY AND THAT CONSTRUCTION COSTS WILL BE REASONABLE AND CUSTOMARY, PROVIDE A CONNECTING SIDEWALK AND SAFE PEDESTRIAN CONNECTION FROM THE FRONTAGE IMPROVEMENTS ALONG PARCEL V13 TO THE NORTHEAST CORNER OF THE GUIDETTI PARCEL ALONG ROBERTS DRIVE.	CONSTRUCT A SAFE PEDESTRIAN CONNECTION ACROSS ROCK CREEK FOR PEDESTRIAN LINKAGE TO VORNAVILLE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY OF THE 200TH DWELLING UNIT FOR THE VILLAGES MPD. IN LIEU OF CONSTRUCTION, THE CITY SHALL HAVE A FINANCIAL COMMITMENT IN PLACE TO COMPLETE THE IMPROVEMENTS WITHIN SIX YEARS OF PP1A APPROVAL.
SATELLITE FIRE STATION	THE SITING AND DESIGN OF THE SATELLITE FIRE STATION SHALL BE PROVIDED BY THE APPLICANT AND AGREED TO BY THE CITY.	NO LATER THAN THE TIME OF ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 250TH DWELLING UNIT WITHIN THE VILLAGES.
RING ROAD	PHASE 2: WEST FROM COMMUNITY CONNECTOR TO ROAD G.	PRIOR TO OCCUPANCY WITHIN DIVISIONS G (DIVISION 3), J (DIVISION 6), AND K (DIVISION 5) OF PP1A. DIVISIONS G, J, AND K ARE NOW REFERRED TO AS DIVISIONS 3, 5 AND 6 PER PLAT ALTERATION PLN 16-0059.
INTERSECTION SR 169/ROBERTS DRIVE INTERSECTION	PHASE 1: (INTERIM IMPROVEMENT) SHIFT ROBERTS DRIVE TO THE SOUTH TO PROVIDE APPROXIMATELY 500 FEET OF SEPARATION WITH SE BLACK DIAMOND RAVENSDALE ROAD. RECONFIGURE THE INTERSECTION AS A T, SIGNALIZE.	COMPLETED ENGINEERING, DESIGN, AND CONSTRUCTION DRAWINGS AND RELATED APPLICATION MATERIALS SUBMITTED TO WSDOT PRIOR TO THE ISSUANCE OF THE FIRST RESIDENTIAL OR COMMERCIAL BUILDING PERMIT ASSOCIATED WITH PP1A. CONSTRUCTION SHALL COMMENCE PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT FOR 327TH ERU WITHIN PP1A, PLUS ANY ADDITIONAL TIME DEMONSTRATED TO THE REASONABLE SATISFACTION OF THE CITY'S DESIGNATED OFFICIAL TO BE NECESSARY DUE TO ACTION, INACTION, OR EVENTS OUTSIDE OF THE MASTER DEVELOPER'S CONTROL.
SR 169/SE BLACK DIAMOND-RAVENSDALE ROAD	PHASE 1: (INTERIM IMPROVEMENT) FOUR-WAY SIGNALIZED INTERSECTION TO MAINTAIN ACCESS TO PALMER COOKING COAL PROPERTY.	COMPLETED ENGINEERING, DESIGN, AND CONSTRUCTION DRAWINGS AND RELATED APPLICATION MATERIALS SUBMITTED TO WSDOT PRIOR TO THE ISSUANCE OF THE FIRST RESIDENTIAL OR COMMERCIAL BUILDING PERMIT ASSOCIATED WITH PP1A. CONSTRUCTION SHALL COMMENCE PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT FOR 327TH ERU WITHIN PP1A, PLUS ANY ADDITIONAL TIME DEMONSTRATED TO THE REASONABLE SATISFACTION OF THE CITY'S DESIGNATED OFFICIAL TO BE NECESSARY DUE TO ACTION, INACTION, OR EVENTS OUTSIDE OF THE MASTER DEVELOPER'S CONTROL.
SE AUBURN BLACK DIAMOND ROAD/COMMUNITY CONNECTOR INTERSECTION	SINGLE LANE ROUNDABOUT.	PRIOR TO OCCUPANCY OF THE 726TH DWELLING UNIT WITHIN PP1A.
COMMUNITY CONNECTOR	PHASE 2: CONNECT PHASE 1 WITH SE AUBURN BLACK DIAMOND ROAD.	PRIOR TO OCCUPANCY OF THE 726TH DWELLING UNIT WITHIN PP1A, OR IF NECESSARY TO PROVIDE DUAL EMERGENCY ACCESS ROUTES TO ANY DEVELOPED LOTS WITHIN PP1A.
SE AUBURN-BLACK DIAMOND ROAD FRONTAGE IMPROVEMENTS	PHASE 2: COMPLETE FRONTAGE IMPROVEMENTS BETWEEN COMMUNITY CONNECTOR AND MAIN STREET, MAIN STREET SIGNALIZED.	PRIOR TO OCCUPANCY OF THE 726TH DWELLING UNIT WITHIN PP1A.
SE AUBURN-BLACK DIAMOND ROAD FRONTAGE IMPROVEMENTS	PHASE 3: COMPLETE FRONTAGE IMPROVEMENTS FROM ROUNDABOUT AT COMMUNITY CONNECTOR TO WEST PROPERTY LINE.	CONCURRENT WITH THE ADJACENT MULTI-FAMILY PARCEL 1H OF PP1A.
COMMUNITY CONNECTOR	EXTEND COMMUNITY CONNECTOR IN SEVERAL PHASES FROM END OF CONSTRUCTION IN PHASE 1A, NEAR INTERSECTION OF VILLAGES PARKWAY SE AND SE DOGWOOD STREET, INCLUDING APPROXIMATELY 2,800 LINEAR FEET OF ROADWAY.	CONSTRUCTED IN PHASES AS NECESSARY TO PROVIDE ACCESS TO EACH PHASE 2 PLAT THAT TAKES ACCESS FROM THE COMMUNITY CONNECTOR. EACH PHASE OF CONSTRUCTION WILL BE COMPLETED THROUGH THE INTERSECTION OF THE STREET THAT PROVIDES ACCESS TO EACH PHASE 2 PLAT WITHIN THE VILLAGES MPD.
NEIGHBORHOOD STREET	CONSTRUCT A NEIGHBORHOOD STREET, INCLUDING 64 FEET OF RIGHT-OF-WAY, TO THE INTERIM LIFT STATION.	THIS NEIGHBORHOOD STREET WITH BIKE LANES WILL BE CONSTRUCTED IN PHASES AS NECESSARY TO SERVE DEVELOPMENT WITHIN PHASE 2 OF THE VILLAGES MPD. THIS ROAD WILL BE CONSTRUCTED TO THE PLAT ENTRANCE TO PHASE 2 PLAT A WITH CONSTRUCTION OF PHASE 2 PLAT A. RIGHT-OF-WAY WILL BE DEDICATED FOR THE REMAINDER OF THE ROAD TO THE SOUTH PROPERTY LINE OF PARCEL D WITH THE RECORDING OF PHASE 2 PLAT A FINAL PLAT. THE REMAINDER OF THIS ROAD WILL BE CONSTRUCTED WITH DEVELOPMENT SOUTH OF PARCEL D OR CONSTRUCTION OF THE ULTIMATE LIFT STATION.
OFF-SITE WATER MAIN PARALLEL LOOP	EXTEND WATER MAIN TO SITE.	PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR THE DWELLING UNIT THAT USES THE 1,019TH ERU, AS NECESSARY TO SUPPLY FIRE FLOW REQUIRED FOR A SPECIFIC IMPLEMENTING PROJECT, OR AS UPDATED MODELING MAY ALLOW.
WASTEWATER STORAGE	CONSTRUCT A WASTEWATER STORAGE FACILITY SUFFICIENT TO SERVE PROPOSAL.	PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR THE DWELLING UNIT THAT USES THE 1,151ST ERU.
PIPELINE ROAD	CONSTRUCT PIPELINE ROAD FROM SR169 TO LAKE SAWYER ROAD SE.	PRELIMINARY DESIGN AND DEDICATION OF RIGHT-OF-WAY MUST BE DONE PRIOR TO BUILDING PERMIT FOR 1,200TH DWELLING UNIT. CONSTRUCTION MUST OCCUR AND THE ROAD OPEN TO TRAFFIC PRIOR TO BUILDING PERMIT FOR 1,745TH DWELLING UNIT (UNLESS REQUIRED EARLIER BY INCREASED DELAY OR LOS IMPACT).
SR 169/SE 288TH STREET INTERSECTION	SIGNALIZE INTERSECTION.	CONSTRUCTION WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,393RD ERU.
ROBERTS DRIVE/MORGAN STREET INTERSECTION	SIGNALIZE INTERSECTION.	CONSTRUCTION WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,393RD ERU.
SE KENT KANGLEY ROAD/LANDBURG ROAD SE	CONSTRUCT SOUTHBOUND LEFT-TURN LANE.	CONSTRUCTION WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,393RD ERU.
SE 288TH STREET/216TH AVENUE SE INTERSECTION	SIGNALIZE INTERSECTION.	CONSTRUCTION WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,462ND ERU.
SE AUBURN-BLACK DIAMOND ROAD/SE GREEN VALLEY ROAD INTERSECTION	RECHANNELIZE THE WEST LEG OF THE INTERSECTION TO PROVIDE A REFUGE/MERGE AREA FOR NORTHBOUND-TO-WESTBOUND LEFT TURNING VEHICLES.	CONSTRUCTION WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,687TH ERU.
SE AUBURN BLACK DIAMOND ROAD/LAKE SAWYER ROAD SE/RING ROAD INTERSECTION	PHASE 2: CONSTRUCT A RIGHT-TURN SLIP LANE ON THE NORTHWEST CORNER OF THE INTERSECTION.	ONLY NECESSARY IF VILLAGES PARKWAY SE IS NOT CONSTRUCTED BETWEEN ROBERTS DRIVE AND LAKE SAWYER ROAD SE. IF VILLAGES PARKWAY SE IS NOT CONSTRUCTED BETWEEN ROBERTS DRIVE AND LAKE SAWYER ROAD SE, CONSTRUCTION WILL COMMENCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE 1,857TH ERU.



TEN TRAILS, V-13
CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON



DAVID EVANS
AND ASSOCIATES INC.
20300 Woodville Station, Suite A
Suite A • Woodville, VA 26072
p: 425.415.2000 f: 425.486.5059

JOB NO 16-001
SHEET 9 OF 9

VOL/Pg

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution accepting a \$10,000 grant from the Washington State Department of Ecology (DOE) to update the City's Shoreline Master Program (SMP) and authorize Mayor to sign Agreement No. SEASMP-1719-BlaDia-00001 between the City of Black Diamond and DOE.	Agenda Date: September 6, 2018 AB18-077	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note): Fund Source: --Grant Funds Timeline: September 6, 2018-June 30, 2019	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution, SEASMP-1719-BlaDia-0001		
SUMMARY STATEMENT: <p>The Shoreline Management Act requires cities and counties to update their Shoreline Master Programs (SMPs) periodically in accordance with RCW 90.58.080. King County and the cities within must complete their periodic SMP updates by June 30, 2019. The Department of Ecology is offering the City a \$10,000 grant to complete its mandated SMP update. The City Attorney has reviewed the draft contract and has no issues with its form or content. The City has already contracted with AHBL to assist with the SMP update and the funds will be used to pay for AHBL's professional services.</p>		
FISCAL NOTE (Finance Department): The \$10,000 Department of Ecology Grant will cover the cost of updating the Shoreline Master Program.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed this item at their August 30, 2018 meeting and recommended forwarding to Council for approval.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 18-1265, accepting the \$10,000 grant funds from the Department of Ecology to update the City's SMP and authorize the Mayor to sign Agreement No. SEASMP-1719-BlaDia-00001 between the City of Black Diamond and DOE.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 6, 2018		

RESOLUTION NO. 18-1265

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
REGARDING ACCEPTANCE OF GRANT FUNDS AND
AUTHORIZING THE MAYOR TO EXECUTE A GRANT
AGREEMENT WITH THE DEPARTMENT OF ECOLOGY
FOR THE 2018-2019 SHORELINE MASTER PROGRAM
(SMP) UPDATE**

WHEREAS, the Shoreline Management Act requires cities within King County to review, and if necessary to revise their Shoreline Master Programs on or before June 30, 2019; and

WHEREAS, the Department of Ecology has made funds available to municipalities to meet the required updates in the form of a Shorelands Shoreline Master Program Grant;

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

Section 1. The City Council hereby accepts the 2018-2019 Shorelands Shoreline Master Program Grant, Agreement No. SEASMP-1710-BlaDia-00001, in the amount of \$10,000 to assist the City with completing its required periodic Shoreline Master Program (SMP) update;

Section 2. The Mayor is hereby authorized to execute a grant agreement with the Department of Ecology for the 2018-2019 Shorelands Shoreline Master Program Grant, Agreement No. SEASMP-1710-BlaDia-00001, in the amount of \$10,000.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF SEPTEMBER 2018.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



Agreement No. SEASMP-1719-BlaDia-00001

SHORELANDS SHORELINE MASTER PROGRAM (1719) AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF BLACK DIAMOND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Black Diamond, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Black Diamond Shoreline Master Program Periodic Update
Total Cost:	\$10,000.00
Total Eligible Cost:	\$10,000.00
Ecology Share:	\$10,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Periodic Review of the Shoreline Master Program

Project Short Description:

The RECIPIENT will complete a periodic review of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (Guidelines).

Project Long Description:

The purpose of the SMP periodic review is (a) To assure that the master program complies with applicable law and guidelines in effect at the time of the review, and (b) To assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information or improved data.

Overall Goal:

Periodic Review Checklist and draft SMP amendment or Findings of Adequacy.

Agreement No: SEASMP-1719-BlaDia-00001

Project Title: Black Diamond Shoreline Master Program Periodic Update

Recipient Name: City of Black Diamond

DRAFT

RECIPIENT INFORMATION

Organization Name: City of Black Diamond

Federal Tax ID: 91-6016204

DUNS Number: 195690011

Mailing Address: PO Box 599
Black Diamond, WA 98010

Physical Address: PO Box 599
24301 Roberts Drive

Organization Email: shanis@blackdiamondwa.gov

Organization Fax: (360) 886-2592

Contacts

Project Manager	Colin Poff  Planner PO Box 599 24301 Roberts Drive Black Diamond, Washington 98010 Email: cpoff@blackdiamondwa.gov Phone: (360) 886-5700
Billing Contact	Carol Benson  Mayor P O Box 599 Black Diamond, Washington 98010 Email: cbenson@ci.blackdiamond.wa.us Phone: (360) 886-5700
Authorized Signatory	Carol Benson Mayor P O Box 599 Black Diamond, Washington 98010 Email: cbenson@ci.blackdiamond.wa.us Phone: (360) 886-5700

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Maria Sandercock 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: MARI461@ecy.wa.gov Phone: (425) 649-7106
Financial Manager	Amy Krause PO Box 47600 Olympia, Washington 98504-7600 Email: amkr461@ecy.wa.gov Phone: (360) 407-7107

SCOPE OF WORK

Task Number: 1 Task Cost: \$1,500.00

Task Title: Project Oversight: Coordination, Management, and Administration

Task Description:

Project Oversight

The RECIPIENT shall provide services necessary to complete the scope of work in compliance with this ECOLOGY grant. Oversight services include 1) project coordination, 2) project management, and 3) project administration.

1.1 Project Coordination:

- A. The RECIPIENT shall coordinate throughout the SMP review process with ECOLOGY. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.
- B. The RECIPIENT shall coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.

1.2 Project Management:

- A. The RECIPIENT shall conduct activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

1.3 Project Administration:


- A. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records, and be in compliance of deliverables on content and established due dates.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation.

Recipient Task Coordinator: Colin Poff 

Project Oversight: Coordination, Management, and Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	06/30/2019

SCOPE OF WORK

Task Number: 2

Task Cost: \$0.00

Task Title: Secure Consultant Services

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services: In accordance with the RECIPIENT procurement procedures, (if none, then State procurement procedures), the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:

Contract and sub-agreement with consultant(s) (if applicable).

Recipient Task Coordinator: Carol Benson



Secure Consultant Services

Deliverables

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL.	
2.2	Update in progress report.	

SCOPE OF WORK

Task Number: 3

Task Cost: \$2,500.00

Task Title: Public Participation

Task Description:

The RECIPIENT will:

A. Develop Public Participation Plan: Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities: Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Wayne Carlson

Public Participation

Deliverables

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL.	
3.2	Updates of public involvement activities in progress report.	

SCOPE OF WORK

Task Number: 4 Task Cost: \$3,500.00

Task Title: Review Shoreline Master Program and draft revisions, if needed

Task Description:

The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

1. Review amendments to RCW 90.58 and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.
2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program.
3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Finding of Adequacy

1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.
2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the public review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Recipient Task Coordinator: Colin Poff

Review Shoreline Master Program and draft revisions, if needed

Deliverables

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL.	
4.2	Draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL.	

SCOPE OF WORK

Task Number: 5 Task Cost: \$2,500.00

Task Title: Local SMP or Findings of Adequacy Adoption Process

Task Description:

The RECIPIENT will:

Conduct a local review and adoption process for the proposed Shoreline Master Program as provided in the SMA, WAC 173-26, and the State Environmental Policy Act (SEPA). Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies or regulations together with copies of any provisions adopted by reference. Where no changes are needed, the local process will include formal Findings of Adequacy.

A. Assemble complete Final Draft SMP amendment or Findings of Adequacy

Assemble a complete SMP amendment for review and approval by the local jurisdictional governing body. Where the review determined that no changes are needed, prepare formal Findings of Adequacy.

B. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

C. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

D. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

E. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

F. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

Task Goal Statement:

To complete a locally adopted Shoreline Master Program amendment or Findings of Adequacy.

Task Expected Outcome:

A locally adopted Shoreline Master Program amendment or Findings of Adequacy.

Recipient Task Coordinator: Colin Poff

Local SMP or Findings of Adequacy Adoption Process

Deliverables

Number	Description	Due Date
5.1	A draft SMP amendment or Findings of Adequacy, with relevant supporting documentation, and a complete Periodic Review checklist. (Task 5.A). Upload to EAGL.	
5.2	SEPA products: Checklist; Threshold Determination; SEPA notice. (Task 5.B). Upload to EAGL.	
5.3	Evidence of compliance with GMA notice requirements. (Task 5.C). Upload to EAGL.	
5.4	Public hearing record. (Task 5.D). Upload to EAGL.	
5.5	Response to comments received. (Task 5.E). Upload to EAGL.	
5.6	Locally adopted draft SMP amendment or Findings of Adequacy and Periodic Review Checklist. (Task 5.F). Upload to EAGL.	

BUDGET

Funding Distribution EG180296

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Environmental Legacy Stewardship Account (Funding Type: Grant
 Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2019

Funding Source:

Title: Environmental Legacy Stewardship Account (ELSA)
 Type: State
 Funding Source %: 100%
 Description: Shorelands Periodic Review of Shoreline Master Program

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Environmental Legacy Stewardship Account (ELSA)	Task Total
Project Oversight: Coordination, Management, and Administration	\$ 1,500.00
Secure Consultant Services	\$ 0.00
Public Participation	\$ 2,500.00
Review Shoreline Master Program and draft revisions, if needed	\$ 3,500.00
Local SMP or Findings of Adequacy Adoption Process	\$ 2,500.00

Total: \$ 10,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Environmental Legacy Stewardship Account (ELSA)	0.00 %	\$ 0.00	\$ 10,000.00	\$ 10,000.00
Total		\$ 0.00	\$ 10,000.00	\$ 10,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

The RECIPIENT will negotiate the task deliverable due dates with ECOLOGY's Project Manager.

The task deliverable due dates will be managed by and through the Deliverable Due Date form located on the Application Menu – Forms page in EAGL. (Note: This form does not automatically print out with the agreement).

The RECIPIENT will coordinate and keep track of these dates with ECOLOGY's Project Manager and will note any changes on the quarterly progress reports.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction

Agreement No: SEASMP-1719-BlaDia-00001

Project Title: Black Diamond Shoreline Master Program Periodic Update

Recipient Name: City of Black Diamond

with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

 - Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the

RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance

(QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as

appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

Agreement No: SEASMP-1719-BlaDia-00001

Project Title: Black Diamond Shoreline Master Program Periodic Update

Recipient Name: City of Black Diamond

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

DRAFT

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute a professional services agreement with RH2 Engineering, Inc. for the SCADA/Telemetry design and installation for the City's water and sewer infrastructure.	Agenda Date: September 6, 2018	
	AB18-078	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	X
Fund Source: Water/Sewer/Developer funds	Court – Stephanie Metcalf	
Timeline: Summer 2018		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Two (2) contracts		
SUMMARY STATEMENT: The City needs to update the outdated SCADA (Supervisory Control and Data Acquisition) system for the water system within the next several years. This is a system of pump controllers, computers, software, and communications systems that operates, monitors and records key data from the City's water system and provides an operational interface. With the need to add the new sewer pump station in the Ten Trails development to the City's SCADA system and compatibility issues due to the age of the existing system, our consultants are advising that we upgrade the entire system now rather than have additional expense in reprogramming later with the upgrade of the Programmable Logic Controller. We have had our consultant divide up the cost of the expenses related to adding the new sewer pump station from the expenses of upgrading and replacing expiring existing equipment and software. The city's share is \$77,323. RH2 was selected as our consultant for our water and sewer system. Being highly knowledgeable of our water system and future expansions, having high level expertise in SCADA systems and having designed the sewer pump station in Ten Trails a contract with RH2 overseeing our telemetry technician was our best contracting option. Two contracts are being presented to save taxes as the pure consulting work is taxed at a lower rate than the equipment and equipment installation work. FISCAL NOTE (Finance Department): The water department has funds left over from the downtown water main project and other roll over funds in the water capital budget that are available to appropriate for this need.		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

Public Works Committee recommends approval. Finance Committee reviewed this item at their August 30, 2018 meeting and recommended forwarding to Council for their approval.

RECOMMENDED ACTION: **MOTION to adopt Resolution 18-1266 authorizing the Mayor to execute a professional services agreement with RH2 Engineering, Inc. for the SCADA/Telemetry design and installation for the City's water and sewer infrastructure and to appropriate the funds for this project.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 6, 2018		

RESOLUTION NO. 18-1266

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH RH2
ENGINEERING, INC. FOR THE SCADA/TELEMETRY
DESIGN AND INSTALLATION FOR THE CITY'S WATER
AND SEWER INFRASTRUCTURE**

WHEREAS, the City does not have the staff expertise or resources to design and install SCADA/Telemetry upgrades for the City's water and sewer infrastructure; and

WHEREAS, the City advertised for civil engineering services and received Statements of Qualifications from interested consultants on January 9, 2018; and

WHEREAS, RH2 Engineering, Inc. is familiar with the City's water and sewer systems, as well as the SCADA/Telemetry components of these systems; and

WHEREAS, Evolution Controls is subcontracting with RH2 and has provided maintenance on our existing SCADA system and has intimate knowledge with it's features and operation; and

WHEREAS, City staff recommends authorizing a professional services agreement with RH2 Engineering, Inc. for this project;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement with RH2 Engineering, Inc. for the SCADA/Telemetry design and installation for the City's water and sewer infrastructure.

Section 2. Appropriate \$77,323 from Water and Sewer for this project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF SEPTEMBER 2018.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
FOR CIVIL ENGINEERING SERVICES**

This Professional Services Agreement ("Agreement") is entered into by and between:

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher

Phone: 360-886-5700

Fax : 360-886-2592

and

CONSULTANT ("Consultant")

Physical Address: 950 Pacific Avenue, Suite 1220

Tacoma, WA 98402

Mailing Address: Same as above

Contact: Geoffrey G. Dillard, PE

Phone: 253-327-1522

Fax: 425-951-5401

Tax Id No.: 91-1108443

for non-exclusive professional civil engineering services in connection with the following project:

City of Black Diamond Phase 2, Part A – Water System PLC Hardware and Software Upgrade.

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for civil engineering services, and based on that process the City desires to work with the Consultant on City matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (scope of work) under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

1. Services by Consultant

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

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

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

2. Schedule of Work

2.1 The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have tasks outlined in Exhibit A completed by December 31, 2019.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

3. Compensation

3.1 Rates. Compensation for the services provided according to the tasks outlined in Exhibit "A" shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C" and shall not exceed Thirty-five thousand, two-hundred and seventy-five DOLLARS (\$35,275). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

4. Payment

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

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

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

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

5. Discrimination and Compliance with Laws

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

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

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

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement is an "Open End" Agreement that is signed by both parties, unless the City provides written notice of earlier termination pursuant to this Section 6, below.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar

circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

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

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

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

9. Indemnification/Hold Harmless

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

9.2 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.

9.3 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.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

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

12.2 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 of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Notice

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

City: ATTN: Seth Boettcher
City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-886-2592

With a copy to: City Clerk

Consultant: ATTN: Geoffrey G. Dillard, PE
Director
RH2 Engineering, Inc.
950 Pacific Avenue, Suite 1220
Tacoma, WA 98402
Fax: 425-951-5401

14. Disputes

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

16.2 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 of 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.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

17. Extent of Agreement/Modification

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

18. Conflict of Interest; Non-Collusion

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

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

AGREED TO BY:

CITY OF BLACK DIAMOND

By: _____

Carol Benson

Its: Mayor

Date: _____

CONSULTANT

By: Geoffrey G. Dillard

Geoffrey G. Dillard, PE

Its: Director

Date: August 27, 2018

Attest:

By:

Brenda L. Martinez

City Clerk

APPROVED AS TO FORM:

David A. Linehan

City Attorney

EXHIBIT A
Scope of Work
City of Black Diamond
Public Works Phase 2, Part A
Water System PLC Hardware and Software Upgrade
May 2018

Background

The existing City of Black Diamond (City) supervisory control and data acquisition (SCADA) and telemetry system developed in 2005 to monitor and control the Lower Reservoir/Booster, Upper Reservoir, and eventually the Springs Pump Station is out of date and in need of modernization efforts. Any additions to the hardware or software would be considered unprofessional and would not be supported by any legitimate entity with experience in the local municipal water and wastewater community that specializes in SCADA, telemetry, and general instrumentation and controls (I&C) automation systems.

The City has retained RH2 Engineering, Inc., (RH2) to provide both programmable logic controller (PLC) hardware and software upgrades.

Task 1 – Project Management Services

Objective: Provide project management services for PLC hardware and software upgrades.

Approach:

- 1.1 Provide project management services for RH2's subconsultant, Evolution Controls, during performance of PLC and operator interface terminal (OIT) upgrades for the Lower Reservoir/Booster and Upper Reservoir.

Assumptions:

- *RH2 will subcontract with Evolution Controls to perform Task 1 subtasks (Exhibit D).*
- *RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*

EXHIBIT B

City of Black Diamond

Public Works Phase 2, Part A

Water System PLC Hardware and Software Upgrade

Fee Estimate

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
Task 1	Project Management Services	14	\$ 2,989	\$ 31,790	\$ 496	\$ 35,275
PROJECT TOTAL		14	\$ 2,989	\$ 31,790	\$ 496	\$ 35,275

EXHIBIT C RH2 ENGINEERING, INC. 2018 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$138	\$/hr
Professional II	\$153	\$/hr
Professional III	\$164	\$/hr
Professional IV	\$175	\$/hr
Professional V	\$191	\$/hr
Professional VI	\$203	\$/hr
Professional VII	\$219	\$/hr
Professional VIII	\$230	\$/hr
Professional IX	\$230	\$/hr
Technician I	\$100	\$/hr
Technician II	\$107	\$/hr
Technician III	\$132	\$/hr
Technician IV	\$140	\$/hr
Administrative I	\$69	\$/hr
Administrative II	\$81	\$/hr
Administrative III	\$96	\$/hr
Administrative IV	\$114	\$/hr
Administrative V	\$131	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	10%	Sales Tax
Outside Services	at cost	

Rates listed are adjusted annually.

Evolution Controls, LLC

Office: 425-359-5322
Mobile: 425-359-5322

AUTOMATION DESIGN, FABRICATION, PROGRAMMING & TESTING

Snohomish, WA
AI@EvolutionControls.net

By: Al Friedli
May 21th, 2018

RH2 Engineering

Attention: Geoff Dillard

Subject: City of Black Diamond Upgrade 2018

PHASE 2: PLC Hardware & Software Upgrade
PART A: (Hardware and Software Packages)

Dear Geoff,

In response to your request for Evolution Controls to upgrade the City of Black Diamond water system MTU PLC Hardware and Software, I have prepared the following proposal for your review.

OVERVIEW

Below is an overview of the required **MATERIALS** associated with the scope of this project. Component specifics are provided in the **SCOPE** section later in this proposal along with **EXCLUSIONS** and **COMPENSATION**.

The existing City of Black Diamond SCADA & Telemetry system developed in 2005 to monitor and control the Lower Reservoir/Booster system, Upper Reservoir and eventually the Springs Pump Station is currently out of date and in need of modernization efforts. Any additions to the hardware or software would be considered unprofessional and would not be supported by any legitimate entity with experience in the local Municipal Water & Wastewater community that specializes in SCADA, Telemetry, and general I&C (instrumentation & controls) automation systems.

SCOPE

The below scope of work will provide the City of Black Diamond with the latest and greatest versions of both PLC hardware and software to ensure industry leading longevity, reliability and support.

TASK 1. HARDWARE & SOFTWARE:

1.1 PLC & OIT Upgrade for Lower Res (MCP) and Upper Res (RTU-1)

- A. Provide new PLC's for replacement of existing outdated and unsupported models.
 - 1. Lower Reservoir Main Control Panel (MCP):
 - a) Provide Compact Logix L3 processor and required I/O modules as necessary for replacement of existing Allen Bradley SLC 5/05 and associated I/O Modules.
 - 2. Upper Reservoir (RTU-1)
 - a) Provide Compact Logix L30 PLC for replacement of existing Micrologix1500 PLC.
 - b) Utilize compatible existing I/O modules.
 - c) Provide ASCII module required to replace Micrologix1500 Communication Channel 0 to maintain existing DF1/RS232 Communications via leased line modem to springs pump station.
 - d) Provide new Panelview 800 to replace existing unsupported Panelview300.
- B. Provide Studio 5000 PLC programming software for new Compact Logix PLC's licensed and registered to the City of Black Diamond with one year support.

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
FOR CIVIL ENGINEERING SERVICES**

This Professional Services Agreement ("Agreement") is entered into by and between:

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher

Phone: 360-886-5700

Fax : 360-886-2592

and

CONSULTANT ("Consultant")

Physical Address:

950 Pacific Avenue, Suite 1220

Tacoma, WA 98402

Mailing Address: Same as above

Contact: Geoffrey G. Dillard, PE

Phone: 253-327-1522

Fax: 425-951-5401

Tax Id No.: 91-1108443

for non-exclusive professional civil engineering services in connection with the following project:

City of Black Diamond Phase 2, Part B – Water System PLC Hardware and Software Upgrade.

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for civil engineering services, and based on that process the City desires to work with the Consultant on City matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (scope of work) under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

1. Services by Consultant

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

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

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

2. Schedule of Work

2.1 The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have tasks outlined in Exhibit A completed by December 31, 2019.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

3. Compensation

3.1 Rates. Compensation for the services provided according to the tasks outlined in Exhibit "A" shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C" and shall not exceed Forty-two thousand, forty-eight DOLLARS (\$42,048). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

4. Payment

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

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

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

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

5. Discrimination and Compliance with Laws

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

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

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

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement is an "Open End" Agreement that is signed by both parties, unless the City provides written notice of earlier termination pursuant to this Section 6, below.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar

circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

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

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

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

9. Indemnification/Hold Harmless

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

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9.3 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

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9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

With a copy to: City Clerk

14. Disputes

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

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

16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

16.2 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 of 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.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

17. Extent of Agreement/Modification

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

18. Conflict of Interest; Non-Collusion

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

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

AGREED TO BY:

CITY OF BLACK DIAMOND

By: _____

Carol Benson

Its: Mayor

Date: _____

CONSULTANT

By: _____


Geoffrey G. Dillard, PE

Its: Director

Date: August 27, 2018

Attest:

By: _____

Brenda L. Martinez

City Clerk

APPROVED AS TO FORM:

David A. Linehan

City Attorney

EXHIBIT A
Scope of Work
City of Black Diamond
Public Works Phase 2, Part B
Water System PLC Hardware and Software Upgrade
May 2018

Background

The existing City of Black Diamond (City) supervisory control and data acquisition (SCADA) and telemetry system developed in 2005 to monitor and control the Lower Reservoir/Booster, Upper Reservoir, and eventually the Springs Pump Station is out of date and in need of modernization efforts. Any additions to the hardware or software would be considered unprofessional and would not be supported by any legitimate entity with experience in the local municipal water and wastewater community that specializes in SCADA, telemetry, and general instrumentation and controls (I&C) automation systems.

The City has retained RH2 Engineering, Inc., (RH2) to provide both programmable logic controller (PLC) hardware and software.

Task 1 – Project Management Services

Objective: Provide project management services for RH2's subconsultant during implementation of PLC hardware and software upgrades, including programming, testing, and training.

Approach:

- 1.1 Provide project management services for RH2's subconsultant, Evolution Controls, during PLC and operator interface terminal (OIT) upgrades for the Lower Reservoir/Booster and Upper Reservoir.
- 1.2 Provide PLC programming.
- 1.3 Provide OIT programming.
- 1.4 Provide SCADA programming.
- 1.5 Provide installation, startup, and testing services for PLC, SCADA, and telemetry services.
- 1.6 Provide operator training, support, and closeout services.

Assumptions:

- *RH2 will subcontract with Evolution Controls to perform Task 1 subtasks (Exhibit D).*
- *Updates to the SCADA system are provided under a separate contract and are not included in this Scope of Work.*
- *RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*

EXHIBIT B

City of Black Diamond

Public Works Phase 2, Part B

Water System PLC Hardware and Software Upgrade

Fee Estimate

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
Task 1	Project Management	16	\$ 3,427	\$ 38,065	\$ 556	\$ 42,048
PROJECT TOTAL		16	\$ 3,427	\$ 38,065	\$ 556	\$ 42,048

EXHIBIT C
RH2 ENGINEERING, INC.
2018 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$138	\$/hr
Professional II	\$153	\$/hr
Professional III	\$164	\$/hr
Professional IV	\$175	\$/hr
Professional V	\$191	\$/hr
Professional VI	\$203	\$/hr
Professional VII	\$219	\$/hr
Professional VIII	\$230	\$/hr
Professional IX	\$230	\$/hr
Technician I	\$100	\$/hr
Technician II	\$107	\$/hr
Technician III	\$132	\$/hr
Technician IV	\$140	\$/hr
Administrative I	\$69	\$/hr
Administrative II	\$81	\$/hr
Administrative III	\$96	\$/hr
Administrative IV	\$114	\$/hr
Administrative V	\$131	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

Evolution Controls, LLC

Office: 425-359-5322
Mobile: 425-359-5322

AUTOMATION DESIGN, FABRICATION, PROGRAMMING & TESTING

Snohomish, WA
AI@EvolutionControls.net

By: AI Friedli
May 21th, 2018

RH2 Engineering

Attention: Geoff Dillard

Subject: City of Black Diamond Upgrade 2018

PHASE 2: PLC Hardware & Software Upgrade
PART B: (Implementation: Programming, testing & Training)

Dear Geoff,

In response to your request for Evolution Controls to upgrade the City of Black Diamond water system MTU PLC Hardware and Software, I have prepared the following proposal for your review.

OVERVIEW

Below is an overview of the required **TASKS** associated with the scope of this project. Task specifics are provided in the SCOPE section later in this proposal along with EXCLUSIONS and COMPENSATION.

The existing City of Black Diamond SCADA & Telemetry system developed in 2005 to monitor and control the Lower Reservoir/Booster system, Upper Reservoir and eventually the Springs Pump Station is currently out of date and in need of modernization efforts. Any additions to the hardware or software would be considered unprofessional and would not be supported by any legitimate entity with experience in the local Municipal Water & Wastewater community that specializes in SCADA, Telemetry, and general I&C (instrumentation & controls) automation systems.

SCOPE

The below scope of work will provide the City of Black Diamond with the latest and greatest versions of both PLC hardware and software to ensure industry leading longevity, reliability and support.

TASK 1. PROJECT MANAGEMENT, HARDWARE & SOFTWARE:

1.1 PLC & OIT Upgrade for Lower Res (MCP) and Upper Res (RTU-1)

- A. Coordinate with City operators and representatives as necessary to ensure a well-organized and well documented project implementation procedure is achieved.
- B. Update existing Bill of Materials and Control Panel Wire Diagrams currently on file from the Systems Interface Inc 2005 Project:
 - 1. MCP: Lower Reservoir Main Control Panel
 - 2. RTU-1: Upper Reservoir Remote Telemetry Unit
- C. Install replacement PLC's for outdated and unsupported models.
 - 1. Lower Reservoir Main Control Panel (MCP):
 - a) Replace existing Allen Bradley SLC 5/05 with the latest Allen-Bradley Compact Logix L3 processor and required I/O modules as required. (PLC components/hardware not provided in this scope).
 - 2. Upper Reservoir (RTU-1)
 - a) Replace Existing Micrologix1500 PLC with appropriate Compact Logix L30 PLC and utilize compatible existing I/O modules. (PLC components/hardware not provided in this scope).
 - b) Install, configure and test ASCII module required to maintain existing DF1/RS232 Communications via leased line modem to springs pump station. (Communication components/hardware not provided in this scope).
 - c) Install new Panelview 800 to replace existing unsupported Panelview300. See TASK 3 for details. (OIT components/hardware not provided in this scope).
- D. Convert and update existing RSlogix500 PLC program file to new CompactLogix PLC compatible Studio 5000 PLC file as detailed below in TASK 2.
- E. Update SCADA Software application as necessary to support new PLC file database.
- F. Assemble PLC & OIT components in shop for firmware updates and hardware testing including 48hr "burn-in" to insure component integrity.
- G. Coordinate, manage and document operational testing in EC facility to ensure the new PLC Programs and Village Pump Station PLC additions are fully functional prior to delivery in an effort to minimize down time and manual operations during on site installation.

TASK 2. PLC PROGRAMMING:

2.1 Existing PLC File conversion, updates and improvements:

This task includes all control logic, monitoring and alarm programming required to replace the currently unsupported and outdated PLC in operation at the city Water Facilities so that all existing PLC controlled operations, process monitoring and alarming will function within the new PLC with the existing instrumentation, field wiring and plant process control monitoring and logic. The new PLC program file will contain the latest industry leading programming standards utilizing AOI's and UDT's developed, tested and optimized by Evolution Controls. The programming will be done with Studio5000 software with forethought, structure and organization to accommodate future troubleshooting and modifications. EC will provide descriptions of control for sections of code that control individual pieces of equipment, as well as individual rung descriptions as needed to insure a complete understanding of the workings of each subroutine.

The below listed RSLogix500 PLC files will be update to the latest Studio5000 PLC file to be compatible with the new upgraded PLC hardware as detailed above in section 1.4 and also to support modernization features associated with the new SCADA application as detailed below in TASK 4:

A. Lower Reservoir MCP

Note: EC will also verify and update programming to support existing backup autodialer to operate as emergency backup to SCADA Win911 alarm dialer in the event of loss of communication between PLC & SCADA system or if unacknowledged alarm exists for an extensive amount of time (30 minutes or as requested by lead operator).

B. Upper Reservoir RTU-1

Note: EC will also modify program file as necessary to accommodate ASCII module required to support existing DF1/RS232 serial communications via leased line modem to the Springs Booster RTU.

TASK 3. OIT PROGRAMMING:

3.1 Upper Reservoir RTU-1

- A. The existing Upper Reservoir RTU Operator Interface Module is no longer supported. Evolution Controls will convert existing Panelbuilder program application to the latest Panelview800 compatible application to support data display and data entry parameters as is currently in operation.

TASK 4. SCADA PROGRAMMING:

1. N/A – The SCADA software and application improvements are anticipated to be executed under a separate contract as determined by the City, RH2 and Village developer administration.

TASK 5. INSTALLATION, STARTUP & TESTING:

IMPORTANT: The below scope is a shared effort with the SCADA & Telemetry upgrade portion of the project to be executed under a separate contract. It is anticipated that 75% of the below tasks are associated with the PLC upgrade portion of this project and included in this scope. The other 25% is not included in the total cost of this scope.

5.2 New PLC, SCADA & Telemetry Installation & Testing

- A. Evolution Controls will coordinate with City staff to confirm the preferred date and time to support installation and testing of new PLC's and SCADA system in parallel with old SCADA system. A specific implantation plan will be developed and provided to the City for approval.
- B. As previously mentioned above, all system functionality will be simulated and thoroughly tested in the EC shop in an effort to minimize down time for installation and testing on site. All system operations will be thoroughly tested with live equipment operations and instrumentation process variable data.
- C. Upon the completion of the new PLC installation at both Lower Res and Upper Res facilities, all PLC I/O will be verified to the furthest point justifiable from the instrument or equipment component all the way through the new SCADA displays, alarming and data collection.
- D. Evolution Controls will coordinate with and assist Accu-Comm as necessary to optimize the radio communication network to ensure data transmission reliability.

5.3 Village Pump Station Testing

- A. EC will coordinate with the Village Pump Station Programmer RH2) to test all new SCADA data collection values associated with the Village Pump Station including communication failure detection and alarming.

TASK 6. OPERATOR TRAINING, SUPPORT & CLOSEOUT

IMPORTANT: The below scope is a shared effort with the SCADA & Telemetry upgrade portion of the project to be executed under a separate contract. It is

anticipated that 25% of the below tasks are associated with the PLC upgrade portion of this project and included in this scope. The other 75% is not included in the total cost of this scope.

- A. Evolution Controls will provide operator training of all SCADA features including the following:
1. Navigation and understanding of the new SCADA software functionality and unique features that are not currently part of the existing SCADA system.
 2. Configuration and Alarm Management of the new Win911 Alarm notification software.
 3. Configuration and File Management of the new Dream Reports software program.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution approving the Tough Mudder Special Event permit SEP18-0010	Agenda Date: September 6, 2018 AB18-079	
	Mayor Carol Benson	
	City Administrator	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	X
	Finance – May Miller	
	MDRT/Econ Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --Full cost recovery prepaid by Tough Mudder, LLC.	Court – Stephanie Metcalf	
Timeline: September 22-23, 2018		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Application; Police Service Agreement; other supporting documentation		
SUMMARY STATEMENT: The Tough Mudder Event is a 10-12-mile foot race obstacle course that takes place at 31407 3 rd Avenue, land owned by Palmer Coking Coal and a portion of the Lake Sawyer Regional park. This is an annual 2-day event scheduled for September 22 nd and 23 rd from 7 am to 6 pm. This will be Tough Mudder's seventh year in Black Diamond. Black Diamond Municipal Code (BDMC 2.59.040) requires City Council approval events lasting more than one day. This permit, SEP18-0010, was reviewed by all relevant departments who submitted comments and conditions for organizers to comply with. Additionally, the applicant has met all criteria for issuance of a Special Events Permit, including prepayment of a deposit to cover cost of public services needed for this event. If approved with conditions, the reviewers find no basis to deny this permit. Therefore, the Community Development Director is recommending approval of the Special Events Permit, SEP18-0010, with conditions along with any additional items the Council deems appropriate. FISCAL NOTE (Finance Department): All City supplied services for this event will be reimbursed to the City based on the current rates for services provided. Additionally, if Tough Mudder sells any merchandise during the event and charges sales tax, they remit this sales tax to the State of which the city gets a share.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a Resolution No. 18-1267 authorizing the Mayor to execute the approval of SEP18-0010 for Tough Mudder, LLC.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 6, 2018		

RESOLUTION NO. 18-1267

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE CITY COUNCIL TO APPROVE THE
TOUGH MUDDER SPECIAL EVENT SEP18-0010**

WHEREAS, Tough Mudder, LLC has proposed a two-day athletic event to occur on private property and a portion of Lake Sawyer Regional Park within the city limits on September 22nd and 23rd, 2018; and

WHEREAS, Black Diamond Municipal Code 2.59.040(B) requires the City Council to approve any special event that exceeds one day in duration; and

WHEREAS, City staff has reviewed the proposed activity and recommends it be approved, subject to the comments/conditions;

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

Section 1. The Mayor is hereby authorized to execute the approval of Special Event Permit #SEP18-0010 for the Tough Mudder two-day event to be held on September 22nd and 23rd, 2018.

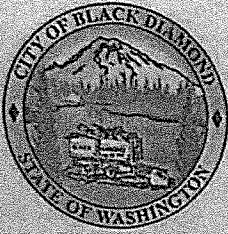
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF SEPTEMBER 2018.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



SPECIAL EVENT APPLICATION

PERMIT# SEP18-0010

EVENT INFORMATION

EVENT NAME: Tough Mudder Washington

EVENT LOCATION: Palmer Coking Coal Company
(If structures will be erected and/or street ROW used, please attach (3) drawings noting locations and dimensions.)

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

DATE OF EVENT: September 22+23, 2018 HOURS: 5am to 8pm

PURPOSE OF EVENT: Obstacle Mud Run Competition

EST. ATTENDANCE: Participants 8,000 Spectators 1600 Volunteers/Personnel 250
CITY BUS. LICENSE #: _____ (participating commercial vendors will also require a City license)

PARKING PLANS: on separate document attached
(Please provide a drawing unless you are using an existing parking lot with sufficient stalls.)

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

CITY ASSISTANCE REQUIRED: ☒ Police ☐ Fire ☐ Public Works ☐ Other _____

Describe: Police are used to assist with traffic management and flow.
(Police and Fire services require a written agreement that must be submitted with the event application.)

INSURANCE COMPANY: BUD Sports and Entertainment, LLC
(Proof of Ins. required naming City of Black Diamond as co-insured if event is taking place on City property.)

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

SOUND SYSTEM: ☒ YES ☐ NO
(If liquor and music are provided a Cabaret license may be required.)

SANITATION PLANS (Sani-cans, hand washing stations, etc): Waste management staff maintains the venue and will provide fire stations, recycling and dumpsters.

PRODUCTS OR SERVICES TO BE SOLD: ☒ YES ☐ NO If yes, what? Merchandise, food and drink.

ADMISSION FEE: ☒ YES ☐ NO If yes, how much? Different levels of tickets are sold: Full run \$165

HAS THE EVENT BEEN PREVIOUSLY PRODUCED? ☒ YES ☐ NO PREVIOUS DATE: 9/16/17 Half run \$105

ANY CHANGES FROM PREVIOUS EVENT? ☐ YES ☒ NO If yes, list changes: No major changes from previous years.
5K run \$79.
Spectator \$25
*All have tax and fees added

APPLICANT INFORMATION

APPLICANT: Jasmine Castillo ORGANIZATION: Tough Mudder Event Production

MAILING ADDRESS: 15 Metrotech Center 7th floor, Brooklyn, N.Y. 11201

V

CONTACT PHONE: 347-401-8711 FAX _____

EMAIL ADDRESS: Jasmine Castillo@toughmudder.com

EMERGENCY CONTACT Chawney Weiss PHONE 407-373-3938

Jasmine Castillo
SIGNATURE OF APPLICANT

7/1/18
DATE

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



CITY OF BLACK DIAMOND
Service Agreement

City Assistance required from (department):

Police Department

Organization/Person requesting Assistance:

Tough Mudder- Jasmine Castillo

Event:

Tough Mudder-10-12 mile obstacle course

Date:

September 22-23rd, 2018

Please describe the event and what services will be needed:

Traffic control will be provided for the event as outlined below:

Saturday-

SR 169 entrance- 1 officer 5:30am to 4 pm (10.5 hours)

Lake Sawyer Rd entrance – 1 officer 5:30 am to 4 pm (10.5 hours), 1 officer 11am to 4 pm (5 hours)

SR 169 and Roberts DR – 1 officer 5:30 am to 4 pm (10.5 hours)

Lake Sawyer Rd/Roberts DR – 1 officer 5:30 am to 4 pm (10.5 hours)

Floater- 1 officer 5:30 am to 4 pm (10.5 hours)

57.5 total hours at \$85.00 = \$4887.5

Sunday-

SR 169 entrance- 1 officer 6:30 am to 2 pm (7.5 hours)

Lake Sawyer Rd. entrance – 1 officer 6:30 am to 2 pm (7.5 hours), 1 officer 11 am to 2 pm (3 hours) * this time changed from 12pm start to 11am start- 3 hour minimum officer per CBA is required

SR 169 and Roberts DR- 1 officer 6:30 am to 2pm (7.5 hours)

Lake Sawyer Rd/Roberts Dr- 1 officer 6:30am to 2pm (7.5 hours)

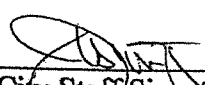
Floater- 1 officer 6:30am to 2pm (7.5 hours)

40.5 total hours at \$85.00 = \$3442.50

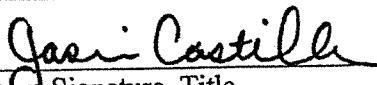
Total Cost = \$8330.00

*** Applicant agrees that if traffic flow is excessive past the agreed upon times above, they will pay the overages of officers being required to hold over.

The City of Black Diamond agrees to provide these services on the requested date(s). The City of Black Diamond will bill for all services on an hourly basis per the adopted fee schedule. Per contract many city services require a 3 hour minimum billing.

 Chief of Police	8/7/18
City Staff Signature, Title	Date

Tough Mudder Event Production agrees to pay for the services the City of Black Diamond is providing.

	8/7/18
Applicant Signature, Title	Date

SEP18-0010



Tough Mudder Seattle 2018 Event Operations Plan

**Palmer Coking Coal Co.
31407 WA-169, Black Diamond, WA 98010**

Saturday, September 22– Sunday, September 23, 2018

Recipients shall hold and treat the Confidential Information in strict confidence and shall not, without the prior written consent of the Tough Mudder Inc, disclose or permit disclosure of Confidential Information by their Representatives. Recipients agree not to use or derive benefit from the Confidential Information in any manner whatsoever, in whole or in part, other than in connection with the Transaction. Moreover, Recipients agree to disclose Confidential Information only to those Representatives who have a need to know the Confidential Information in order to assist in evaluating a possible Transaction, and who are informed of the strictly confidential nature of the Confidential Information. Recipients shall be responsible for any breach of this Agreement by their Representatives.

Tough Mudder Seattle 2018 Event Operations Plan

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Tough Mudder Seattle 2018 Event Operations Plan

INTRODUCTION

Tough Mudder is a 10-12 mile course featuring 20+ military style obstacles designed to test participants' all around strength, stamina, and mental grit. Tough Mudder is not a timed race - we stress the importance of camaraderie and teamwork, encouraging everyone to help each other complete all obstacles and finish the course.

Our events have been taking place since 2010 in the United States. In 2016, Tough Mudder held over 60 events throughout the United States, Canada, the United Kingdom, Australia, Mexico and Asia. The number of events and locations will continue to grow in 2017. To date, Tough Mudder is proud to have helped raise over \$12 million dollars for charities around the world.

In 2017 we introduced Tough Mudder 5K, which will be happening concurrently with the Tough Mudder event. This will share a portion of the 10 mile course and obstacles, but only cover about 3 miles of distance. Participants and spectators will start and finish in the same location. So this year in total we will have a Full, Half and a 5K as part of our course layout.

EVENT ATTENDANCE AND TIMELINE

Below is a brief overview of the event timeline and attendance:

	Saturday	Sunday
Date	September 22	September 23
First Start Wave	7:45 AM	9:00 AM
Last Start Wave	1:30PM	11:30 AM
Event Operating Hours	7:00 AM – 7:00 PM	8:00 AM – 5:00 PM
Participants	6,572	1,179
Total On-Site (Includes Spectators)	7,778	1,394

For a more detailed run of show, see Appendix A.

VENUE SUMMARY

Name	Palmer Coking Coal
Address	31407 WA-169, Black Diamond, WA 98010
Size	Approx. 200 Acres for Course Approx. 5 Acres for Event Village
Primary Contact	Bill Kombol
Phone Number	(425) 432-4700
Relevant Event Permits	Temporary Business License Special Event Permit Police Agreement

Tough Mudder Seattle 2018 Event Operations Plan

PHASES OF OPERATION

The planning process for the Tough Mudder Event Operations team begins at least three months prior to the event weekend. The following table outlines the phases in which the team plans and executes the event.

Phase	Description	Date
Site Visit and Course Design	Initial visit by Event Operations Team to meet stakeholders and plan all aspects of the event, including parking, traffic, event village, course, and construction.	June 11-14, 2018
Course Construction	Period in which event village and course obstacles are constructed by Tough Mudder contractor.	September 10 – September 21, 2018
Load In	The Event Operations Team will arrive the Monday before the event weekend to receive deliveries, setup temporary infrastructure, mark the course route, and load in vendors/sponsors.	September 17-21, 2018
Event Operations	Event weekend when all participants, spectators, and workforce are on-site.	Saturday, September 22 7:00 AM – 7:00 PM Sunday, September 23 8:00 AM – 7:00 PM
Load Out	Monday following the event, the Event Operations Team will break down temporary infrastructure and oversee removal of rental equipment and trash.	September 24 – 25, 2018
Site Restoration	Period in which obstacles are removed and site restoration work is carried out.	September 24 –28, 2018

Tough Mudder Seattle 2018 Event Operations Plan

EVENT STAKEHOLDERS

Participants	All patrons running the Tough Mudder course. All participants must be 18 or older, or 16-17 with a chaperone to take part in the event.
Spectators	All patrons viewing the Tough Mudder course. Spectator routes are marked with wayfinding signs to watch obstacles and take photographs of those participating in the event.
Workforce	All volunteers, independent contractors, temporary labor, and Tough Mudder staff on-site during event week and weekend to support the operation of the event.
Venue	Bill Kombol will act as Tough Mudder's main point of contact for all venue related questions.
Vendors	Contractors and suppliers that provide services/equipment for the event.
Partner Activations	Official Tough Mudder Partners on both the local and national level will be present in Mudder Village.
Police	Tough Mudder has informed the local police of the Parking and Traffic Management Plan.
Emergency Service Providers	Tough Mudder's Medical Director, Dr. Stu Weiss, will contact local EMS and Fire regarding the weekend's medical operation to ensure they are kept in the loop or our operation.
Community Groups	Tough Mudder will work with the Kiwanis Club of Black Diamond to handle all beer service at the event.

CONTACT LIST

Role	Name	Organization	Phone
VP, Event Operations	Kyle McLaughlin	Tough Mudder	727-698-9730
Event Director	Robyn Pigozzi	Tough Mudder	407-619-2609
Operations Manager	Jasmine Castillo	Tough Mudder	347-401-8711
Logistics Supervisor	Brian Hoffman	Tough Mudder	610-360-8578
Event Ops. Supervisor	Chawney Weis	Tough Mudder	407-373-3938
Course Ops. Supervisor	AJ Monette	Tough Mudder	757-339-2849
Event Ops. Coordinator	Sara Komorowski	Tough Mudder	516-965-0857
Crisis Comms. Manager	Jesse Bull	Tough Mudder	615-969-2483
Venue	William Kombol	Palmer Coking Coal	360-886-2841
Police	Jamey Kiblinger	Black Diamond Police Dept	253-631-1012
CBV	Barbara Kincaid	City of Black Diamond	360-886-5728
Medical Director	Guillaume Foss	MedPrep	646-515-6305
Medical Logistics	Robert Pagan	MedPrep	407-779-9088
Medical Nurse	Kris Stegall	MedPrep	N/A

Tough Mudder Seattle 2018 Event Operations Plan

RADIO COMMUNICATION

Well established and tested radio communication structures are being implemented to ensure that Tough Mudder Seattle runs smoothly, and that any issues and/or incidents which do arise can be dealt with efficiently and effectively.

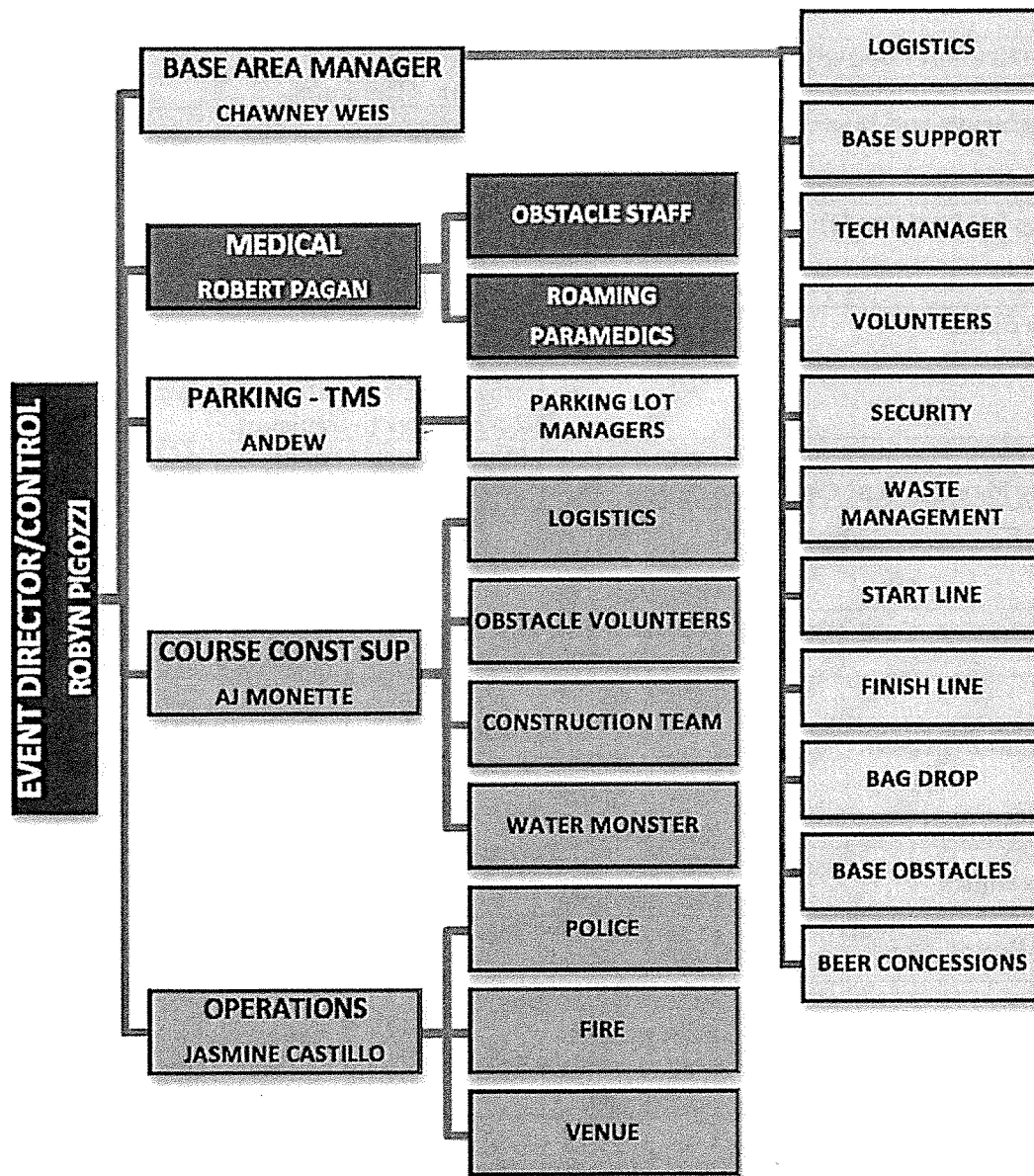
- Tough Mudder Seattle will be delivered by an integrated event team, led by the Event Director. Key event operations roles have been identified and will be filled by experienced individuals. Position Descriptions for these roles clearly outline responsibilities and reporting channels. A similar staffing model has been used successfully at many previous Tough Mudder events.
- Tough Mudder follows the Incident Command System (ICS): a systematic tool used for the command, control, and coordination of emergency responses.
- All staff in a management or supervisory role will be issued a radio. A number of radio channels will be used, with radio users logically assigned to one of these channels according to their role. The 'lead' /manager on each channel will carry a second radio, and will be linked with other 'leads' on the 'Control' radio channel. All channels will be monitored by a person filling the role of 'Control', who will have the capacity to pass information to relevant individuals on any radio channel.
- An Event Command Center (ECC) will be established and will operate for the duration of the event. The ECC will be managed by 'Control', a role responsible for monitoring radio channels and disseminating information to relevant parties. Control will have the capability to contact key members of the event team, including the Event Director, the event's medical providers and other emergency services providers at any time.
- A comprehensive contact list containing contact details for all relevant stakeholders and emergency service providers has been compiled and distributed to the event team, and will be available in the ECC for the duration of the event.
- An organizational chart has been produced for the event, clearly identifying the chain-of-command amongst core members of the Event Team; this organizational chart also serves to illustrate Tough Mudder's communication structure, identifying the various radio channels that will be used during the event, and the roles/individuals using each channel. Protocols on the use of radios have been developed and all staff has been trained on them.

Tough Mudder Seattle 2018 Event Operations Plan

COMMUNICATION CHART

Up to 150 radios will be used during the event, and will be stored and charged and distributed in the Logistics Field Warehouse. Chargers, spare batteries, ear pieces, antennas and hand mics have been scoped. A Radio Repeater will be installed on site to enable long-distance radio communications.

RADIO COMMUNICATION CHART



Tough Mudder Seattle 2018 Event Operations Plan

EVENT OPERATIONS

PARKING AND TRAFFIC

The means by which participants, spectators and staff travel to and from the venue is a key element of planning for all Tough Mudder events.

A comprehensive Parking and Traffic Plan* has been developed for Tough Mudder Seattle, addressing on-site parking, the flow of vehicles into and out of the venue, required signage and traffic management, contingency plans, and staffing requirements.

The following tables outline key information regarding Tough Mudder Seattle's Parking and Traffic plans:

Key Participant Population Centers	Seattle: 45 minutes Tacoma: 40 minutes
Key Highways and Roads	Lake Sawyer Rd. Roberts Dr. Hwy 169
Parking Lot Location(s)	On-Site at Venue <ul style="list-style-type: none">• General Parking• Premium Parking
Shuttle Buses	Contingency plan in place to park at Black Diamond Elementary School if our parking areas on site are affected by weather. Will use 20-25 buses to transport.
Local Traffic Management Authority	Black Diamond Police
Parking Management Company/Group	TMS

	Saturday	Sunday
Participant Start Waves	7:45 AM – 1:30 PM 200 every 15 minutes	9:00 AM – 11:30 AM 200 every 15 minutes
Total Cars Expected	2,998 Cars <ul style="list-style-type: none">• 2,778 Participant• 200 Volunteer/Staff• 20 VIP	718 Cars <ul style="list-style-type: none">• 498 Participant• 200 Volunteer/Staff• 20 VIP
Spaces Available	3,600 On-Site	3,600 On-Site
Ingress Hours	7:00 AM – 12:30 AM 545 cars/hour	8:00 AM – 10:00 AM 359 cars/hour
Egress Hours	11:00 AM – 6:15 PM 419 cars/hour	12:00 PM – 3:00 PM 239 cars/hour
Parking/Traffic Staff	20 staff for parking management 6 officers for traffic management	12 staff for parking management 5 officers for traffic management

**A full Parking and Traffic Plan is available upon request.*

Tough Mudder Seattle 2018 Event Operations Plan

COURSE

The following table provides a summary of the course for Tough Mudder Pittsburgh:

Length	10.1 Miles
Obstacles/Features	22
Water Stations	11
Estimated Completion Time	First finisher expected to take 1 hour 45 min Average finisher expected to take 3.5 hours Slowest finisher expected to take up to 6 hours

For a full course map, including obstacles, see Appendix B.

MUDDER VILLAGE AND SERVICES

The area in which participants start and finish the course is referred to as “Mudder Village.” This area is also where a range of services will be available to all patrons throughout the event weekend. The following table provides a summary of the key services being provided:

Check-In	All participants and spectators will enter the event village area through the check-in tent. All patrons must have a paid ticket accompanied by a signed waiver upon entry and will be given a wristband once processed.
Ticket Sales/Information	A Tough Mudder HQ employee and volunteers will staff the Ticket Sales and Information tents for day-of admissions, customer service questions, and lost and found.
Bag Drop	Participants will be able to check their belongings at “Bag Drop” for a \$10 fee.
Food & Beverage	There will be a variety of food and non-alcoholic beverages for sale to all event attendees. There will also be beer for sale in the designated beer garden for those 21+.
Merchandise	Our retail partner will have a tent setup with Tough Mudder apparel for sale.
Giveaways	Upon crossing the finish line, participants will receive a number of giveaways such as product samples, t-shirt, and headband.
Partner Activations	Within Mudder Village, there will be a number of features sponsored by our local and national partners.
Rinse Stations	A rinse area will be available to wash off mud once the course is complete.
Entertainment	Music will be played throughout Mudder Village via iPod for the duration of the event. There will also be an emcee at the Warm Up Zone, Start Line, and Finish Line.

For a full Mudder Village map, see Appendix C.

Tough Mudder Seattle 2018 Event Operations Plan

FOOD AND ALCOHOL SERVICES

Tough Mudder Seattle will have food, non-alcoholic beverages, and beer for sale to all patrons on-site during the event weekend. In addition to purchased items, there will be a number of samples and potable water available for participants on course.

Food Concessionaires	Thai U Up Food Truck Charlie's Food Truck Lula Salads
Alcohol Non-Profit Group	Kiwanis Club of Black Diamond
Typical Alcohol Service Hours	Saturday: 9:00 AM – 6:00 PM Sunday: 10:00 AM – 5:00 PM
Product Sampling (Course and Finish Line)	Bananas HoneyStinger Bars Pretzels
Potable Water Provider	Water Monster
Potable Water Locations	11 – Course 1 – Mudder Village

Identification Checks: All participants and spectators wishing to enter the event area will be required to show ID at the registration tents prior to entering Mudder Village. They'll be given an orange wristband indicating they are over 21, and this wristband will be checked at any point of sale. Roughly 87% of participants are 21+ years of age.

Additional Checkpoints: In the event that a participant wearing a wristband may appear to be under the age of 21, an escort will be provided to allow the participant to retrieve his/her ID from the Bag Drop tent, and then return if age has been appropriately validated. All bartenders serving beer have the right to question and re-check identification for those who may look to be under age.

SECURITY AND CREDENTIALS

Tough Mudder has contracted Landmark Events Staffing Services to provide event security for Tough Mudder Seattle. Security staff will be on-site overnight throughout the week leading up to the event and during the event weekend.*

Overnight Security is responsible for protecting assets from theft and managing access into the event village and back of house areas.

During the event, there will be one guard from Landmark Events on-site to help ensure that only participants are entering the course.

In addition, we will have two staff positioned at the Entrance/Exit point to ensure all patrons have a proper credential, the Bag Drop tent to ensure there are no problems with theft, the Beer Garden, and at the church down the road to ensure no participants are parking there.

****A full Security and Credential Plan is available upon request.***

Tough Mudder Seattle 2018 Event Operations Plan

WASTE MANAGEMENT AND DISPOSAL

Tough Mudder is committed to keeping event sites clean at all times. All waste generated by the event will be appropriately stored and removed from the site.

Trash bins and dumpsters will be sourced for placement around the event site. These will be strategically positioned in areas where large amounts of waste are likely to be generated. Contract cleaning staff will be scoped and will be present on site throughout the weekend to perform litter picking and to empty trash bins. Dumpsters will be emptied at the conclusion of the event.

The following is a summary of the Waste Management arrangements for the event:

Waste Management Staffing Provider	Clean Vibes
Waste Management Staff*	8 Saturday 8 Sunday 3 Monday
Dumpster Provider	National Dumpster Delivery
Dumpsters On-Site	2 – 30 yd. Dumpsters for Mudder Village 1 – 30 yd. Dumpster for Field Warehouse 1 – 30 yd. Dumpster for Parking Lot 4 – 20 yd. Dumpsters for Course
Portable Toilet Provider	United Site Services
Portable Toilets On-Site	44– Mudder Village 2 – Field Warehouse 24 – Course 3 – Parking

**A full Waste Management Staffing Plan is available upon request.*

LOGISTICS

A Logistics Compound and Field Warehouse will be established on site. All equipment and product required for the event will be delivered to the Logistics Compound. Receipt, distribution and recovery of all equipment/product will be managed by a dedicated Logistics Coordinator.

TECHNOLOGY

Laptops will be set-up in the Event Command Center and Event Operations Center for use by Tough Mudder staff. Internet access will be available through Tough Mudder owned technology equipment in order to service our Registration Platform, Eventbrite.

Scanners will be used to check in participants and spectators and to assign bib numbers to the runners. This information is available in real time to those in the Event Command Center so information about all participants on course, including Emergency Contact Information, is readily

Tough Mudder Seattle 2018 Event Operations Plan

available based on bib number. Staff working at the Information Tent in the Base Area will also have iPads in order to check in participants and troubleshoot any registration issues.

SAFETY

The health and safety of all participants, spectators, staff and others on-site throughout Tough Mudder Seattle is a priority of the Event Team.

Responsibility for managing incidents across the event site rests with the Tough Mudder Event Team, led by the Event Director.

OCCUPATIONAL HEALTH AND SAFETY

Tough Mudder uses the following protocol to make sure the event site is as safe as possible and to minimize the risk of harm to any individual:

- Guidelines have been developed and will be implemented at the event, including:
 - Loading and Unloading Vehicles
 - Setting Up and Packing Down Infrastructure
 - Use of Utility Terrain Vehicles (UTVs)
- In the event of an incident, one or more experienced team members have been designated as 'safety officer' to assist in the management of the incident.
- A series of checks are carried out to ensure the site is safe before gates are opened to participants and spectators.

MEDICAL ARRANGEMENTS

Tough Mudder events attract large numbers of people and are physically challenging by their nature. Tough Mudder's Medical Director, Dr. Stuart Weiss, has been responsible for confirming that the staffing levels at each obstacle are in line with Tough Mudder's Standard Operating Procedures and Medical Protocol. Dr. Weiss' team, MedPrep, has been responsible for coordinating local resources to ensure the event is fully staffed with the correct number of medical personnel of each certification level, and ambulances have been contracted to stage at the event and respond to any and all incidents requiring ALS level care.

There will be a medical presence on site at all times while participants and spectators are on-site. Medical personnel ranging from first responders to paramedics will be stationed at various locations around the course, and there will be a medical triage tent in Mudder Village, ensuring a short response time for any medical incident that occurs. Six teams comprised of an off road UTV driver and a paramedic will be assigned to zones on the course and will be roving around throughout the day and responding to on-course injuries. Each UTV is affixed with a stoke basket and is transport capable should a patient need to be removed from course.

Tough Mudder Seattle 2018 Event Operations Plan

INCIDENT MANAGEMENT

The following measures have been put in place to ensure that any incident that does occur is quickly identified and responded to in an efficient and effective manner:

- Tough Mudder creates an Incident Action Plan (IAP) for each event to ensure everyone is working in concert toward the same goals set for the event.
- Key Event Operations Roles have been identified for the event, responsibilities for each role have been clearly defined, and each role will be filled by an experienced Tough Mudder staff member.
- Details of all major incidents will be logged in the ECC by 'Control' or a logger on a real-time basis, ensuring an up-to-date record of what has occurred, actions taken in response, and relevant timings.
- Emergency Action Plans (EAPs) have been developed for a number of specific scenarios, and event team staff have been briefed on how to respond if such incidents occur.
- A number of medical staff as well as 1-2 ambulances will be on site throughout the event.
- The local Police and Fire Departments have been informed about the event and appropriate contacts have been identified should additional assistance be required on site.
- Emergency vehicle access points and a helicopter landing area have been identified for the site and included in plans, should these be required.
- Incident Report Forms are available on site and all staff will be instructed to complete these for any incidents they witness/report.
- A Tough Mudder Operations Executive will be on-duty at all times during the event (potentially off-site), and will be available to assist in arranging additional support for and providing guidance to the Event Director if required.

Further details about incident management arrangements will be available in the following documents upon request:

- ***Emergency Action Plans***
 - Death or Serious Injury;
 - Obstacle Failure or Collapse;
 - Major Traffic Incident;
 - Severe Weather;
 - Evacuation;
 - Non-controlled Fire
- ***Emergency Vehicle Access and Helicopter Landing Area Plan***
- ***Incident Action Plan (IAP)***

Tough Mudder Seattle 2018 Event Operations Plan

APPENDIX A: EVENT TIMELINES

EVENT TIMELINE		
Saturday, September 22, 2018		
TIME	ACTION	LEAD
5:00 AM	TMHQ Team ON SITE	TMHQ Teams
5:00 AM	Parking Staff In Place	Parking Management
6:00 AM	ALL Parking Lots Open + Shuttle Buses if needed	Parking Management
6:00 AM	Volunteer Shift #1 Arrival	Workforce
6:45 AM	AM Volunteer Presentation & Deployment	Workforce
6:45 AM	Base Area Sweep	Base Area Manager
6:56 AM	SUNRISE	ALL
7:00 AM	<u>ALL Parking - Est. Heavy INGRESS BEGINS</u>	Parking Management
7:00 AM	EVENT OPENS	Base Area Manager
7:40 AM	Confirm Course & Medical Ready	Course Manager/ Medical Manager
8:00 AM	First Start Wave (200/15 min)	Operations Manager
10:00 AM	First TM Half Wave (172 TM/50 TMH)	Operations Manager
11:00 AM	<u>ALL Parking - Est Heavy EGRESS BEGINS</u>	Parking Management
12:30 PM	<u>ALL Parking - Est. Heavy INGRESS ENDS</u>	Parking Management
12:00 PM	AM/PM Volunteer Shift Change	Workforce
1:30 PM	Registration Closes	Parking Management
1:30 PM	Last Start Wave	TMHQ Teams
1:50 PM	Start Line Closes	Base Manager
6:30 PM	<u>ALL Parking - Est. Heavy EGRESS ENDS</u>	Parking Management
6:30 PM	Course Closes	Course Manager/ Medical Manager
7:00 PM	Beer Sales Shutdown	Base Area Manager
7:00 PM	EVENT CLOSES	Operations Manager
7:07 PM	SUNSET	ALL

STARTERS PER WAVE:	286
TOTAL STARTERS EXPECTED:	6572
TOTAL SPECTATORS EXPECTED:	1206
TOTAL BODIES ON SITE EXPECTED:	7778

Tough Mudder Seattle 2018 Event Operations Plan

APPENDIX A: EVENT TIMELINES

EVENT TIMELINE		
Sunday, September 23, 2018		
TIME	ACTION	LEAD
6:00 AM	TMHQ Team ON SITE	TMHQ Teams
6:00 AM	Parking Staff In Place	Parking Management
6:57 AM	SUNRISE	ALL
7:00 AM	Volunteer Shift #1 Arrival	Workforce
7:00 AM	Shuttle Buses Begin (if needed)	Parking Management
7:45 AM	AM Volunteer Presentation & Deployment	Workforce
7:45 AM	Base Area Sweep	Base Area Manager
8:00 AM	<u>ALL Parking - Est. Heavy INGRESS BEGINS</u>	Parking Management
8:00 AM	EVENT OPENS	Base Area Manager
8:40 AM	Confirm Course & Medical Ready	Course Manager/ Medical Manager
9:00 AM	First Start Wave (150/15 min)	Operations Manager
10:00 AM	First TM Half Wave (102 TM/71 TMH)	Operations Manager
11:30 AM	Registration Closes	Parking Management
11:30 AM	Last Start Wave	TMHQ Teams
11:50 AM	Start Line Closes	Base Manager
12:30 PM	<u>ALL Parking - Est. Heavy INGRESS ENDS</u>	Parking Management
12:00 PM	AM/PM Volunteer Shift Change	Workforce
12:00 PM	<u>ALL Parking - Est Heavy EGRESS BEGINS</u>	Parking Management
4:30 PM	<u>ALL Parking - Est. Heavy EGRESS ENDS</u>	Parking Management
6:30 PM	Course Closes	Course Manager/ Medical Manager
7:00 PM	Beer Sales Shutdown	Base Area Manager
7:00 PM	EVENT CLOSES	Operations Manager
7:05 PM	SUNSET	ALL

STARTERS PER WAVE:	107
TOTAL STARTERS EXPECTED:	1179
TOTAL SPECTATORS EXPECTED:	215
TOTAL BODIES ON SITE EXPECTED:	1394

Tough Mudder Seattle 2018 Event Operations Plan

APPENDIX B: COURSE MAP



Tough Mudder Seattle 2018 Event Operations Plan

APPENDIX C: MUDDER VILLAGE MAP



TOUGH MUDDER & TOUGH MODER MIL-SEATTLE

PALMER COOKING COAL CO., 31621 3RD AVE., BLACK DIAMOND, WA, 98010

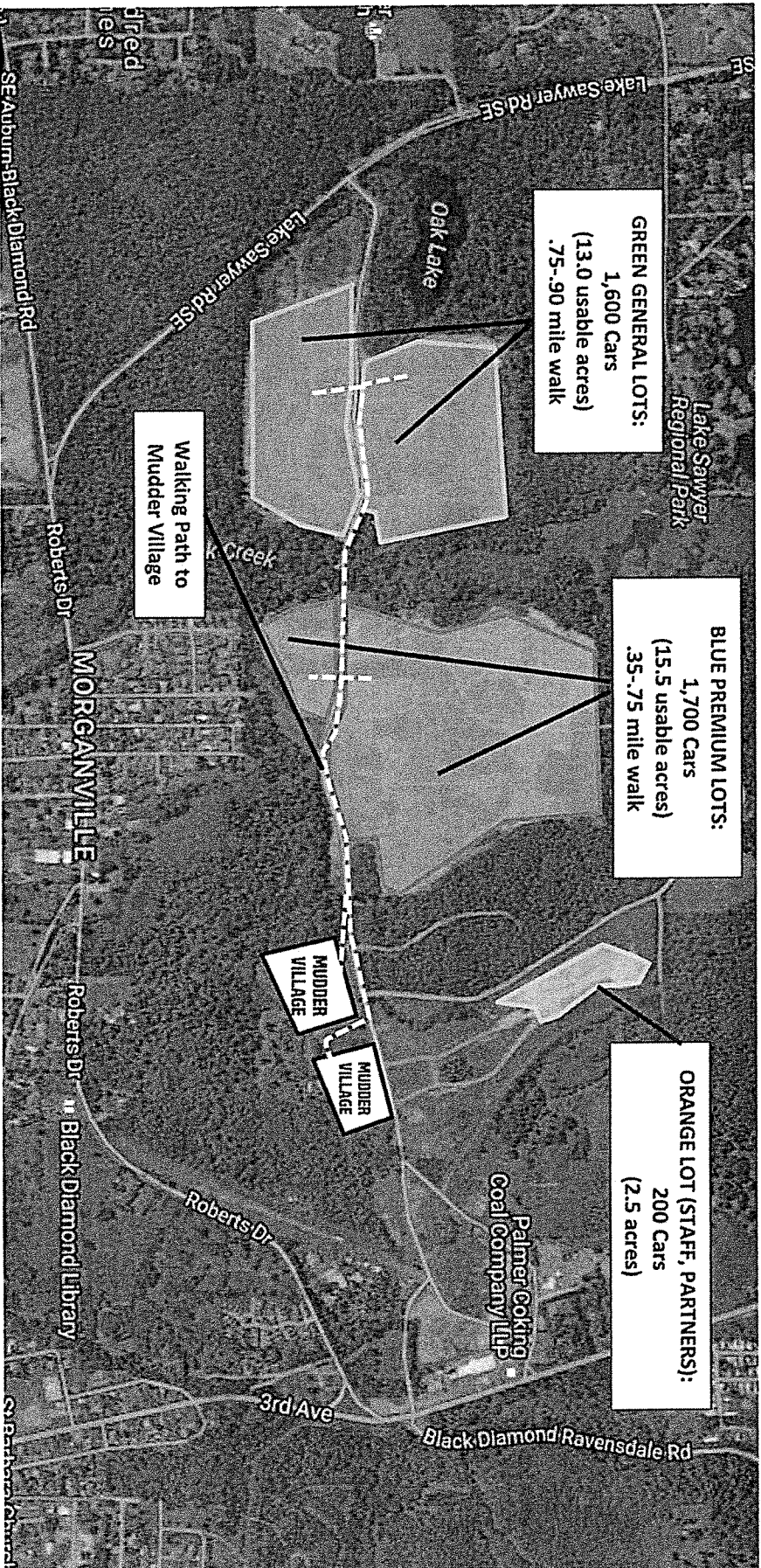
SEPTEMBER 22-23, 2018

Event Info	Saturday	Sunday
Starters	6,527	1,179
Wave Size	300 every 15 minutes*	300 every 15 minutes*
First Wave	7:45am	8:45am
Last Wave	1:30pm*	11:30am*
Ingress Hours	7:00am – 12:30pm 464 cars/hour 5.5 hours total	8:00am-10:00am 321 cars/hour 2 hours total
Egress Hours	11:00am- 6:15pm 357 cars/hour 7.15 hours total	12:00pm-3:00pm 214 cars/hour 3 hours total
Total Expected Cars	2,551 cars -2331 Participant -200 Volunteer/Staff -20 VIP/Partners	641 cars -421 Participant -200 Volunteer/Staff -20 VIP/Partners
Spaces Available	3,600 On-Site	3,600 On-Site

*Based on estimate as of 7/20/18

SEP18.0010

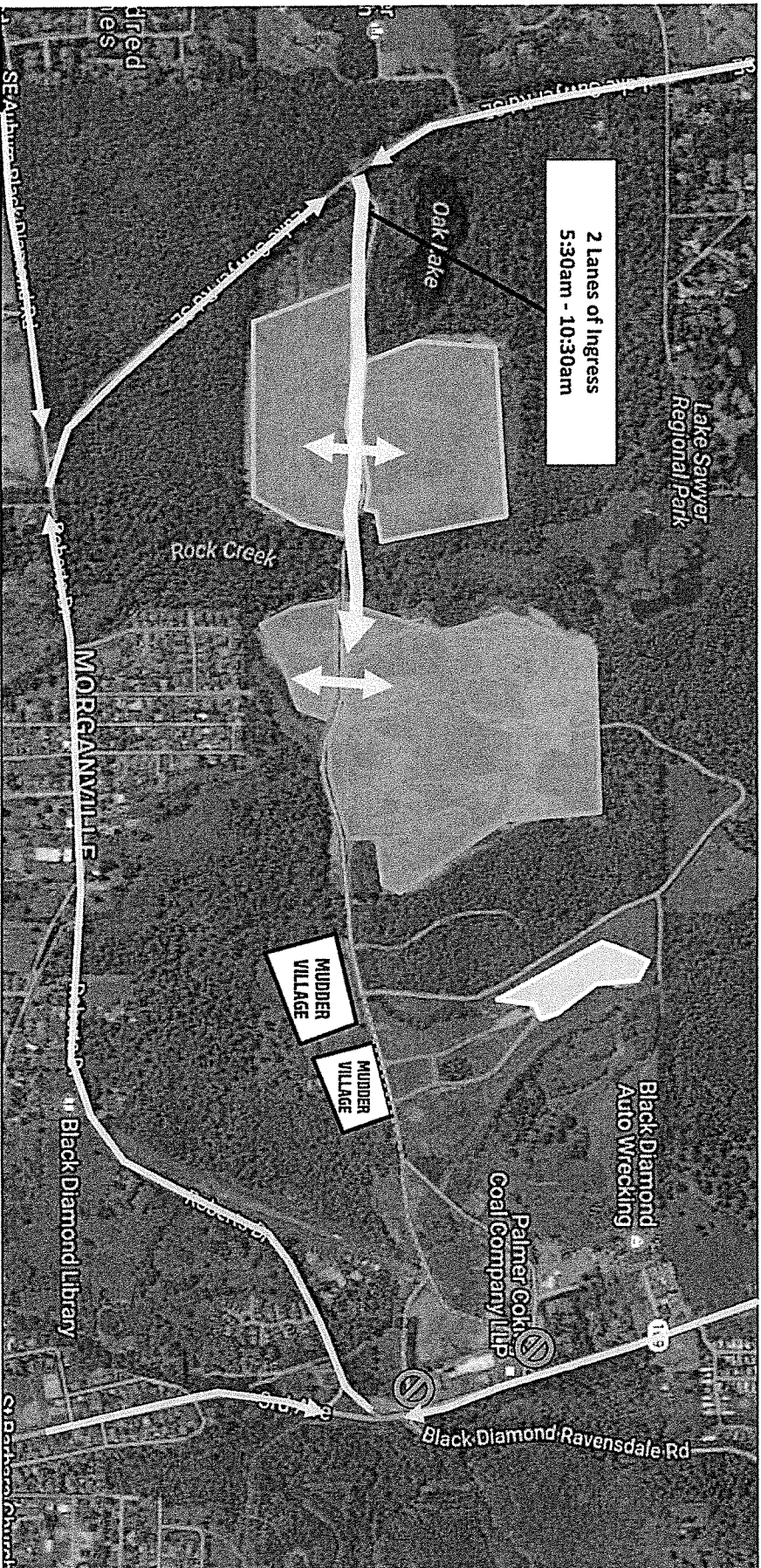
ON-SITE PARKING CAPACITY AND LOT ALLOCATION



- Total Spaces Available: 3,600**
- BLUE LOT: Premium (1700 spaces)
 - Sales Cap: 1500
 - General [1500 spaces]
 - Sales Cap: 1600

SEP18-0010

INGRESS ROUTES



Total Spaces Available: 3,600

- BLUE LOT: Premium (1700 spaces)
- Sales Cap: 1500
- General [1500 spaces]
- Sales Cap: 1600

SEP 18. 2010

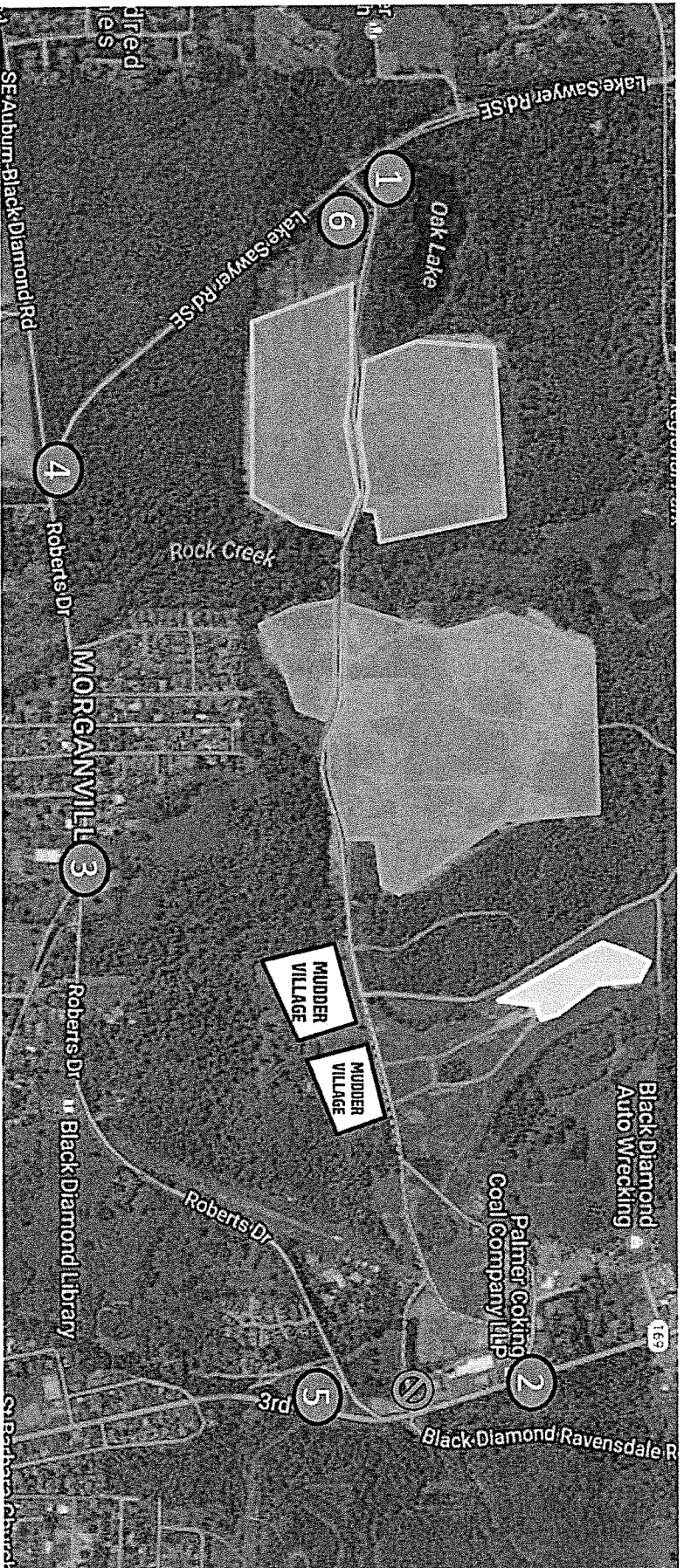
EGRESS ROUTES



Total Spaces Available: 3,600
• BLUE LOT: Premium (1700 spaces)
• Sales Cap: 1500
General [1500 spaces]
• Sales Cap: 1600

SEP18.001D

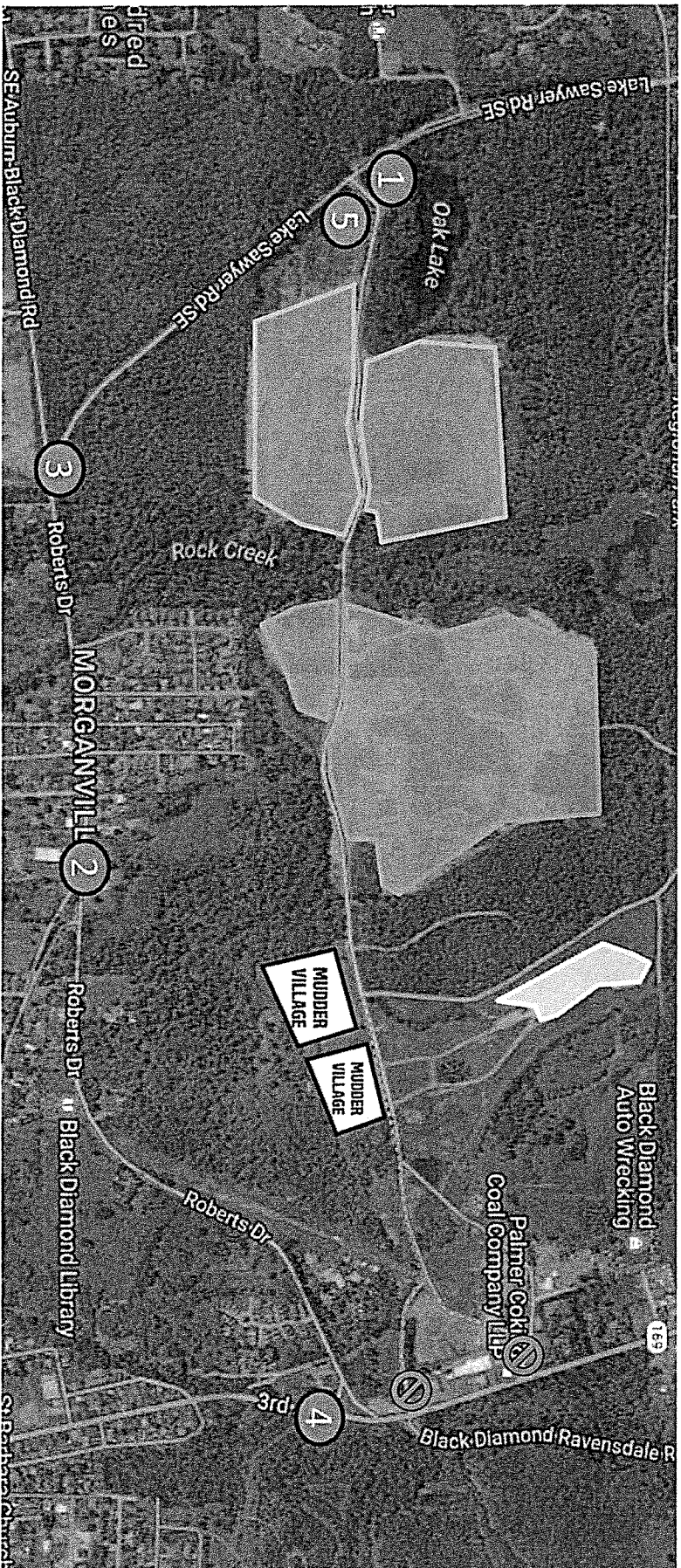
SATURDAY POLICE POSTS



Officer	Position	Start	End
1	Lake Sawyer Entrance	5:30am	6:00pm
2	Palmer Coking Coal Office	5:30am	6:00pm
3	Incident Command Officer	5:30am	6:00pm
4	Lake Sawyer Rd. & Roberts Dr.	6:30am	6:00pm
5	3rd Ave. & Roberts Dr.	6:30am	6:00pm
6	Lake Sawyer Entrance	11:00am	6:00pm

SEP 18. 2010

SUNDAY POLICE POSTS



Officer	Position	Start	End
1	Lake Sawyer Entrance	6:00am	4:00pm
2	Incident Command Officer	6:00am	4:00pm
3	Lake Sawyer Rd. & Roberts Dr.	7:00am	1:00pm
4	3rd Ave. & Roberts Dr.	7:00am	1:00pm
5	Lake Sawyer Entrance	12:00pm	4:00pm

SEP 18. 2010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/19/2018

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

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

PRODUCER BWD Sports and Entertainment, LLC 45 Executive Drive Plainview NY 11803-9001	CONTACT NAME:		
	PHONE (A/C, No, Ext): 516-327-2700	FAX (A/C, No): 516-327-2800	
INSURED Tough Mudder Event Production Incorporated 15 MetroTech Center, 7th Floor Brooklyn NY 11201	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest National Insurance Company		10120
	INSURER B : National Fire & Marine Insurance Company		20079
	INSURER C : ACE American Insurance Company		22667
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1746482955

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		S18ML00448171	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S18ML00448171	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10,000	Y		42UMO10041304	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	S18WC00206171	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Participant Accident Medical			PTPN04969443	12/31/2017	12/31/2018	Accidental Death: \$5,000 Accidental Medical: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palmer Coking Coal Company, LLP is included as an additional insured as required by Venue Agreement as respects insured's use of property for Tough Mudder Seattle events on September 22 & 23, 2018 including set up and tear down. This insurance is primary and non-contributory for the additional insured.

CERTIFICATE HOLDER

CANCELLATION

Palmer Coking Coal Company, LLP
31407 Highway 169
Black Diamond WA 98010

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

AUTHORIZED REPRESENTATIVE

Man of Blum

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Letter of Agreement

Jasmine Castillo
15 Metrotech Ctr. 7th Floor
Brooklyn, NY 11201

Re: 2018 Tough Mudder Seattle

This agreement is made and entered into on this 16th day of August 2018, by and between the Washington State Department of Transportation, hereinafter referred to as "WSDOT", and *Jasmine Castillo*, hereinafter referred to as the "EVENT COORDINATOR", representing *Tough Mudder Seattle*, for the purpose of staging a Tractor Drive on state highway right of way.

Event Description

The *2018 Tough Mudder* is hereinafter referred to as the "EVENT".

Whereas, WSDOT and the Washington State Patrol, hereinafter referred to as "WSP" have determined that the EVENT may impact normal traffic operations on state highway to the extent that special traffic controls or other safety considerations are required.

Whereas, WSDOT with the advice of WSP conditionally approves EVENT operations on SR 169 (as noted below) on September 22-23, 2018 subject to the terms and conditions in this Agreement and any attached Exhibits.

SR 169 – Milepost 6.75 to 7.00 (vic Palmer Coking Coal Company & vic Roberts Dr)
Officer flagging at the entrance 6:00 a.m. to 7:00 p.m. daily

Administration and Procedures

1. WSDOT enters into this written agreement with you for the purpose of defining responsibilities and requirements for EVENT operations on state highways. This Agreement is not effective unless or until signed by you and countersigned by WSDOT prior to the commencement of the EVENT. WSDOT assumes no obligation for any EVENT, pursuant to an agreement form that is unsigned, or altered by the EVENT COORDINATOR without WSDOT concurrence. WSDOT reserves the right to postpone or deny an EVENT operation when approval is requested without sufficient advance notice, as determined by WSP or WSDOT.

2. You are responsible for securing approval from local agencies or communities in unincorporated areas that may be impacted by the EVENT. If the EVENT takes place on city streets without access control that are part of state highways, you shall furnish WSDOT with courtesy copies of any traffic control, insurance, or liability agreements made with local agencies.
3. You are responsible for any and all costs incurred by WSDOT and WSP during implementation and operation of the EVENT. WSDOT and WSP shall submit separate billings to you to recover individual agency costs and shall be paid by you within 30 days from receipt of the billing. If the EVENT operations require substantial use of WSDOT labor and/or equipment and materials, (to be determined solely by WSDOT, whose determination shall be deemed conclusive), you shall post a payment bond.
4. You are responsible for cleaning up immediately after EVENT operations and returning any and all state highway facilities to the state or condition that existed prior to the EVENT.
5. For events having participant registration forms, you are encouraged to include WSDOT and WSP in a statement of waiver or release of damages against the state of Washington, for signature by event participants or parents or guardians of participant minors. A sample release for such forms is as follows:

I, (name of participant), do hereby release, discharge, and hold harmless the Washington State Transportation Commission, the Washington State Department of Transportation, the Washington State Patrol, and their officers, agents, and employees from all claims, demands, and causes of actions of every kind whatsoever for any damage, loss, or injuries which may result from my participation in the *Tough Mudder* event, involving state highways, known or unknown, foreseen or unforeseen.

Liability

1. EVENT COORDINATOR, at solely his or her expense, shall obtain and keep in force during the term of the EVENT, general liability insurance coverage in an amount no less than \$1 million per occurrence (combined single limit of liability) and \$2 million in the aggregate providing bodily injury, property damage, and personal injury coverage for the state of Washington for any liabilities, including all costs of defense, arising out of the use of state highways for the EVENT. Said general liability coverage shall be written on an “*occurrence*” basis, not a “*claims made*” basis, and shall provide coverage no less than the coverage provided by a *Commercial General Liability Coverage Form (CG 00 01 07 98 ISO* or later). Said policy shall not be subject to any self-insured retained limit of liability, or endorsements that would limit the coverage provided by the original policy form, except to the extent that coverage is limited to claims arising from the EVENT. EVENT COORDINATOR, at his or her expense, shall obtain and keep in force during the term of the EVENT commercial automobile liability coverage in an amount no less than \$1 million per

occurrence (combined single limit of liability) providing bodily injury and property damage coverage for the State of Washington as an additional insured under said policy. Said liability coverage shall provide coverage no less than the coverage provided by a *Commercial Automobile Liability Form (CA 00 01 07 97 ISO* or later). Said policy shall not be subject to any self-insured retained limit of liability, or any endorsement that would limit the coverage provided by the original policy form, except to the extent that coverage is limited to claims arising from the EVENT. An affidavit verifying proof of insurance reflecting the required coverage is required and must be in the possession of WSDOT and WSP prior to commencement of the EVENT.

2. EVENT COORDINATOR shall indemnify and hold the state of Washington harmless against any and all claims or actions of any type of nature by third parties for injuries or property damage, including all costs of defense, caused by or arising out of the EVENT.

Venue

In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington, and EVENT COORDINATOR herein submits to jurisdiction thereunder.

Traffic Control

1. WSDOT has determined that traffic control plans are necessary for this EVENT and to be approved by the City of Black Diamond. Any traffic control plans developed shall meet the following requirements and restrictions:
 - EVENT COORDINATOR is responsible for acquiring all traffic control devices, and shall have all traffic control devices installed per an approved plan prior to commencement of the EVENT.
 - Traffic control operations shall be performed by off duty law enforcement officers.
 - The EVENT COORDINATOR is required to provide notification of the closure, at least 72 hour in advance, to all fire and law enforcement departments, ambulance companies, and transit agencies that would be affected by the closure.
 - The EVENT COORDINATOR is required to comply with **RCW 47.48.020**. A copy is attached. It may or may not contain current amendments.
2. EVENT COORDINATOR will provide two Portable Changeable Message Signs (PCMS), one in each direction on SR 169 approximately one half mile in advance of the Palmer Coking Coal Company entrance.
PCMS message will be as follows:

One week prior and up to the day of the event:

Phase 1 (2 seconds) "EVENT TRAFFIC SEPT XX-XX"

Phase 2 (2 seconds) "XX AM TO XX PM"

Day of the event:

Phase 1 (2 seconds) "EVENT TRAFFIC AHEAD"

Phase 2 (2 seconds) "EXPECT DELAYS"

PCMS messages shall not include any advertising (for the event or otherwise).

The PCMS shall be removed at the Event's conclusion on Sunday September 23, 2018.

3. Flagging operations at the Palmer Coking Coal Company entrance on SR 169 shall be performed by off-duty City of Black Diamond Police officers, and in accordance with the City of Black Diamond permit and approved traffic control plans.
4. EVENT COORDINATOR and WSDOT do agree that operational decisions and/or emergency situations may require road/lane closures to be opened immediately. WSP is responsible for traffic enforcement, and has final authority regarding the location and specific time of day that any road/lane closures, or any other part of the traffic control plan may be implemented. Neither WSDOT nor WSP shall be liable for any damages, or loss arising from the decision to reopen lanes during an EVENT closure.
5. Unless specifically required to participate in the development or deployment of any traffic control plan, WSDOT and WSP will have only incidental involvement with the EVENT.

Please indicate your concurrence by countersigning and returning the enclosed copy of this Letter of Agreement to the WSDOT email, address or fax number provided below. Failure to do so, or any alteration of this document, will render this agreement invalid. If you have any questions or concerns, please contact me at 206.440.4471.

Event Signature

Jasmine Castillo
SIGNATURE

Jasmine Castillo
PRINTED NAME

Operations Manager for
TITLE AS OFFICE WITH (event name)
Tough Mudder Seattle
August 15, 2018
DATE

WSDOT Signature

Bonnie Nau
Bonnie Nau

Construction Traffic & Central
Operations Manager

August 16, 2018
DATE

15700 Dayton Avenue North MS 125
PO Box 330310
Seattle, WA 98133-9710
Fax: 206.440.4804
Email: naub@wsdot.wa.gov

BN/bn
Enclosures: RCW Attachment
cc:s Area 4 Maintenance
WSDOT NW TMC Engineers
NW Construction
Juan Reyes
File

Attachment

RCW 47.48.020

Notice of closure or restriction -- Emergency closure.

Before any state highway, county road, or city street is closed to, or the maximum speed limit thereon reduced for, all vehicles or any class of vehicles, a notice thereof including the effective date shall be published in one issue of a newspaper of general circulation in the county or city or town in which such state highway, county road, or city street or any portion thereof to be closed is located; and, a like notice shall be posted on or prior to the date of publication of such notice in a conspicuous place at each end of the state highway, county road, or city street or portion thereof to be closed or restricted: PROVIDED, That no such state highway, county road, or city street or portion thereof may be closed sooner than three days after the publication and the posting of the notice herein provided for: PROVIDED, HOWEVER, That in cases of emergency or conditions in which the maximum time the closure will be in effect is twelve hours or less the proper officers may, without publication or delay, close state highways, county roads, and city streets temporarily by posting notices at each end of the closed portion thereof and at all intersecting state highways if the closing be of a portion of a state highway, at all intersecting state highways and county roads if the closing be a portion of a county road, and at all intersecting city streets if the closing be of a city street. In all emergency cases or conditions in which the maximum time the closure will be in effect is twelve hours or less, as herein provided, the orders of the proper authorities shall be immediately effective.

[1982 c 145 § 5; 1977 ex.s. c 216 § 2; 1961 c 13 § 47.48.020. Prior: 1937 c 53 § 66, part; RRS § 6400-66, part; prior: 1921 c 21 § 2, part; RRS § 6840, part. Formerly RCW 47.48.020 and 47.48.030.]