



CITY OF BLACK DIAMOND
July 18, 2013 Council Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

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

PUBLIC HEARINGS:

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- 1.) **AB13-056** – Resolution Authorizing Special Event Permit for Xterra Ms. Donlan
- 2.) **AB13-057** – Ordinance Authorizing Way-of-Travel Name Change Ms. Welsh
- 3.) **AB13-058** – Resolution Authorizing Execution of Agreement with Dept. of Transportation
for Federal Street Signs Grant Mr. Williamson

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

EXECUTIVE SESSION:

- 4.) **Claim Checks** – July 18, 2013, Check No. 39766 through No. 39708 (void check no.39708) in the amount of \$673,940.80
- 5.) **Payroll** – June 28, 2013, No. 18077 through No. 18093 and ACH Pay in the amount of \$276,327.73

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION | | |
|---|-------------------------------------|-------------|
| SUBJECT: Resolution No. 13-881 authorizing the Mayor and City Council to approve the "Xterra Black Diamond" Special Event | Agenda Date: July 18, 2013 | |
| | AB13-056 | |
| | Department/Committee/Individual | |
| | Mayor Rebecca Olness | |
| | City Administrator – Mark Hoppen | |
| | City Attorney –Chris Bacha | |
| | City Clerk – Brenda L. Martinez | |
| | Finance – May Miller | |
| | Natural Resources/Parks – Aaron Nix | |
| | Economic Devel. – Andy Williamson | |
| Cost Impact: None | Police – Jamey Kiblinger | |
| Fund Source: N/A | Court – Stephanie Metcalf | |
| Timeline: 8/3/13-8/4/13 | Comm. Dev. –S. Welsh/Amy Donlan | X |
| Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator | | |
| Attachments: Resolution No. 13-881, Application Documents, Maps | | |
| SUMMARY STATEMENT: This year's Xterra Black Diamond Triathlon is proposed to take place on August 3-4, 2013. The race includes a swim in Lake Sawyer, a bike race and run in Lake Sawyer Park and adjoining private property. On Saturday, event organizers will set up for the race. The actual races will take place on Sunday. There is a half and full triathlon race for adults. There will also be mini race for kids. As part of the event, Xterra has requested permission that a staff member be allowed to camp overnight in a tent trailer for security. A total of 4 portable toilets will be provided on-site, along with one hand-washing station. No more than 100 vehicles will be parked on-site on the weekend; additional off-street parking has been arranged at Sawyer Woods Elementary School, as was done last year. The event will use an off duty police officer to ensure safe crossing of pedestrians from the school to the event location. In addition, EMS personnel from Fire District 44 will also be available on race day. These services are being paid by Xterra. The event is being sponsored by local businesses and the coordinators will encourage participants to visit local businesses after the race. | | |
| COMMITTEE REVIEW AND RECOMMENDATION: | | |
| RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-881, approving the Xterra Black Diamond Special Event permit SEP13-0010. | | |
| RECORD OF COUNCIL ACTION | | |
| <i>Meeting Date</i> | <i>Action</i> | <i>Vote</i> |
| July 18, 2013 | | |
| | | |
| | | |

RESOLUTION NO. 13-881

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE CITY COUNCIL TO APPROVE THE
XTERRA SPECIAL EVENT SEP13-0010**

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, the Xterra Triathlon Race has occurred annually in the Lake Sawyer Park and surrounding lands beginning in 2008; and

WHEREAS, Raise the Bar LLC proposes to use the Lake Sawyer Park and adjoining private properties to hold the 6th Annual Xterra Black Diamond Triathlon on August 3-4, 2013; and

WHEREAS, City staff has reviewed the proposal and proposed conditions of approval that will ensure the public interest is protected during this activity;

**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 SEP13-0010 for the Xterra Black Diamond Triathlon.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF JULY
2013.**

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

24301 Roberts Drive P.O. Box 599 - BLACK DIAMOND, WA 98010
PHONE: (360) 886-2560 - FAX: (360) 886-2592

Permit #: SEP13-0010

SPECIAL EVENTS PERMIT

PRIMARY CONTACT & INFORMATION:

RAISE THE BAR LLC
BRAD WILLIAMS
15423 SE 272ND ST, STE. 106.1
KENT, WA 98042
(253) 217-1614

EVENT INFORMATION

Name of Event: XTERRA BLACK DIAMOND

Date of Event: 8/3-8/4

Time/Length of Event: 5AM-3PM

Location of Event: LAKE SAWYER PARK

Estimated Attendance: 500

Insurance Company: ESIX-ENTERTAINMENT & SPORTS INSURANCE EXPERTS

CONDITIONS OF PERMIT

- Raise the Bar will be required to hire the City to mow the Regional Park. The cost will be base on the City's current fee schedule, it is estimated it will take approximately twelve hours.
-
- -OPEN FIRES ARE PROHIBITED
- -WITHIN LAKE SAWYER REGIONAL PARK, USE A STAPLE GUN OR CONSTRUCTION TAPE TO ATTACH COURSE MARKERS TO TREES. WHERE POSSIBLE USE GROUND SIGNS ON STAKES.
- -DO NOT USE PAINT TO MARK THE COURSE ON CITY STREETS. SIDEWALK CHALK OR GROUND STAKE SIGNS ARE SUGGESTED.
- -A STRICT LIMIT OF 100 CARS FOR PARKING OF PARTICIPANTS SHALL BE ALLOWED WITHIN THE LAKE SAWYER PARK AREA. PROVIDING AT LEAST A 100' BUFFER BETWEEN THE LAKE EDGE AND ANY PARKED VEHICLE. SPILL RESPONSE KITS SHALL BE MADE AVAILABLE FOR ANY CARS LEAKING OIL OR OTHER FLUID IN ORDER TO PREVENT ENTRY INTO LAKE SAWYER.
- -SAWYER WOOD ELEMENTARY SHALL BE USED FOR OVERFLOW PARKING. PLEASE HAVE A BACKUP PLAN IN PLACE AS A STRICT 100 CAR LIMIT WILL BE ENFORCED AT THE LAKE SAWYER PARK.
- -ONE CAMPING TRAILER IS ALLOWED FOR EVENT STAFF, BUT MUST BE SELF-CONTAINED WITH NO DISCHARGE OF GREY WATER OR WASTEWATER ALLOWED WITHIN THE PARK AREA.
- -NO PARKING IS PERMITTED ON EITHER SIDE OF 312TH FROM ITS INTERSECTION LAKE SAWYER RD TO THE GATE AT THE ENTRANCE OF THE REGIONAL FACILITY.
- -PLEASE ENSURE THAT NO VEGETATION REMOVAL IS ALLOWED WITHIN THE REGIONAL FACILITY AND TRASH IS PICKED UP AND TAKEN TO AN APPROPRIATE FACILITY AT THE CONCLUSION OF ACTIVITIES AND DEPARTURE FROM THE FACILITY.

- -AMPLIFIED MUSIC OR PUBLIC SPEAKING SHALL BE LIMITED UNTIL AFTER 8AM AND THE VOLUME KEPT LOW ENOUGH TO REACH THE EFFECTED PEOPLE FOR THE EVENT.
- -MAILED OR HAND DELIVERED ADVANCE NOTICE OF THE EVENT SHALL BE PROVIDED TO THE POTENTIALLY EFFECTED RESIDENTS ON 312TH, 231ST, AND 230TH AT LEAST TWO WEEKS PRIOR TO THE EVENT.
- -IF FOOD IS BEING SERVED AT THE EVENT IT IS REQUIRED THAT THE VENDOR HOLDS A LICENSE WITH THE DEPARTMENT OF HEALTH.
- -SMOKING IS PROHIBITED WITHIN THE REGIONAL FACILITY.
- -EMS PERSONNEL IS REQUIRED.
- -A POLICE OFFICER IS REQUIRED TO CONDUCT TRAFFIC CONTROL AT THE INTERSECTION OF 312TH & 228TH. XTERRA SHALL PAY FOR THIS SERVICE PER THE CITY'S ADOPTED FEE SCHEDULE. ON-SITE EMS PERSONNEL WILL BE REQUIRED. WE HAVE SIGNED SERVICE AGREEMENTS FOR BOTH.
- -PLEASE ARRANGE FOR PICKUP OF THE GATE KEY ALONG 312TH ST PRIOR TO THE END OF BUSINESS ON FRIDAY, 8/2/13. THE KEY SHALL BE RETURNED BY THE END OF BUSINESS ON 8/5/13 OR OTHER ARRANGEMENTS MADE WITH THE PERMITTING STAFF. DO NOT DUPLICATE THE KEY.

Signature

Date



SPECIAL EVENT APPLICATION

PERMIT# SEP13-0010

EVENT INFORMATION

EVENT NAME: VTERRA Black Diamond

EVENT LOCATION: LAKE SAWYER OPEN SPACE 1621069009
(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 TRIATHLON

DATE OF EVENT: 8/3/13 setup 8/4/13 RACE HOURS: 8/3: 9am - 8/4: 2pm

PURPOSE OF EVENT: OFF ROAD TRIATHLON & KIDS RACE

EST. ATTENDANCE: Participants 200 Spectators 200 Volunteers/Personnel 100
CITY BUS. LICENSE #: _____ (participating commercial vendors will also require a City license)

PARKING PLANS: LAKE SAWYER PARK & LAKE SAWYER ELEMENTARY SCHOOL
(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 and Fire services require a written agreement that must be submitted with the event application.)

INSURANCE COMPANY: ESIX - ENTERTAINMENT & SPORTS INSURANCE EXPERTS
(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): SANICANS & HAND WASHING STATIONS

PRODUCTS OR SERVICES TO BE SOLD: YES NO If yes, what? _____

ADMISSION FEE: YES NO If yes, how much? \$76.85 TO \$130 depending on division

HAS THE EVENT BEEN PREVIOUSLY PRODUCED? YES NO PREVIOUS DATE: AUGUST 2008 - 2012

ANY CHANGES FROM PREVIOUS EVENT? YES NO If yes, list changes: 2013 WILL BE YOUNG

APPLICANT INFORMATION

APPLICANT: Brian Williams ORGANIZATION: RAISE THE BAR LLC

MAILING ADDRESS: 15423 SE 272nd St. Suite 106-1 Kent, WA 98042

CONTACT PHONE: 253-217-1614 FAX _____

EMAIL ADDRESS: ~~BRAD@WEARISETHEBALL.COM~~

EMERGENCY CONTACT PATTY SWEDBERG PHONE 206-779-7727

 _____

SIGNATURE OF APPLICANT DATE 1/24/13

Additional information or requirements may be requested. Please allow 3 - 4 weeks for processing.

Amy Donlan

From: beablurr@gmail.com on behalf of Patty Swedberg <patty@weraisethebar.com>
Sent: Wednesday, July 03, 2013 1:35 PM
To: Amy Donlan
Cc: Brad Williams
Subject: Re: Permit review questions

Hi Amy - Answers below...

1. We will elect to not offer camping to athletes this year. We do, however, request that a representative from Raise the Bar be allowed to camp overnight in a tent-trailer to provide security for the area and the equipment as we have in years past.
2. Our race-day food plan is still in process. If we anticipate using any cooking sources we will contact the Fire Chief and abide by the city code.
3. It is a priority at Raise the Bar to impact the venues entrusted to us as little as possible. Measures we've taken in the past and will continue at Lake Sawyer include: litter & debris removal from the park (prior to and following the event), careful placement of vehicles and equipment, hazardous clean-up kits available in the event of an incident, and providing an adequate number of portable toilets with a handwashing station. XTERRA Black Diamond will never be a large-scale event. We limit the number of participants because of the nature of the trails on the private property we use for the course. Those trails can't accommodate an unlimited number of athletes and this helps with park impact as well.

Patty

On Wed, Jul 3, 2013 at 10:51 AM, Amy Donlan <ADonlan@ci.blackdiamond.wa.us> wrote:

Brad & Patty-

Everyone has had a chance to review your permit and the only comments that I received were from the parks department (Aaron Nix). Can you please address these as soon as possible?

1. Camping for 15 Tents are being proposed for again this year. As in year's past, I have some concern that there are not adequate facilities at the regional park to support these activities, including the lack of running water, power, garbage collection, security, etc. In the past, the City has allowed very limited camping by the event sponsors in order to protect its' investments. Please provide some additional justification as staff will be required to justify their decision either way on this matter.
2. If other cooking sources will be utilized, please get approval from the Fire Chief as directed by City code.
3. As the regional park has become better recognized as a significant resource for the City of Black Diamond, so have discussions about impacts associated large, public events within sensitive areas within the facility. Please explain, in a narrative format, measures that will be taken in order to assure the protection of the City's natural resources and any

impacts from the competition. The City is asking for this information as we know these will be questions asked by the Council, as they have been for other, recently scheduled events at the facility.

I've scheduled your permit approval for the July 18th council meeting. I have to submit packet materials by 10am on 7/10.

Amy Donlan

Permit Center Supervisor

360-886-5718 ph

360-886-2592 fx

Building Inspections: Monday – Thursday between 2-4pm

Building Plans Examiner/Inspector: Mon & Thur 1:30-4:30, Tues & Wed 2:30-5:00

Permit Center is Open: Monday – Friday from 8:30-5:00

XTERRA Black Diamond 2013

Event Description

Raise the Bar respectfully requests the permission of the City of Black Diamond to produce the 6th annual XTERRA Black Diamond scheduled for August 4, 2013. The 2013 event will feature 2 adult races of different distances run simultaneously on the same course and a kids' event that takes place within the park boundaries.

Location:

The race takes place on the City of Black Diamond's Lake Sawyer Park, King County Owned property and on the privately owned trails east of Lake Sawyer

Date/Time:

Saturday, August 3, 2013: 9AM – dusk (Set-up)

Sunday, August 4, 2013: 5AM – 3PM. (Race day)



Schedule of Events:

August 3: Transition area set-up on City of Black Diamond park property. Course setup and athlete course previews taking place on the course.

| | | |
|-----------|------|---|
| August 4: | 6:00 | Registration |
| | 9:00 | Long course race begins |
| | 9:20 | Short course race begins |
| | 9:30 | Kids Race Begins |
| | 1:30 | All athletes off the course. Awards, meal take place, clean-up begins |
| | 3:00 | Course Clean-up and exit |

Estimated Attendance:

200 individual adult athletes, 150-200 spectators, volunteers and staff, 60 kids and parents for kids' race

Parking:

Event organizers will park no more than 100 staff, volunteer, and/or athlete vehicles within the park boundaries on race weekend. No vehicles will park within 100 feet of the shore and spill response kits will be available in the event a vehicle is leaking oil or other fluid. All other vehicles will park at Sawyer Woods Elementary School as contracted through the Kent School District. A police officer will provide traffic control on Sunday morning to assure the safety of pedestrians crossing 228th Ave SE to access SE 312th St.

Sanitation:

3 standard portable toilets, 1 fully-accessible portable toilet, and one hand-washing station will be on site to serve athletes, spectators, and staff as per the recommendation of the vendor.

Athlete Safety:

Mountain View Fire and Rescue will provide medical care to athletes on race day. Certified lifeguards will be hired to provide water support during the swim portion. The Maple Valley Amateur Radio Club will provide communication assistance on race day to alert race staff and the medical team of any requirements to assist athletes on the course.

Insurance

XTERRA Black Diamond is a race sanctioned by USA Triathlon, which provides an insurance policy for the race through the ESIX insurance company. King County, the private property owners, the Kent School District, and the City of Black Diamond will be listed as 'additional insured's and certificates of insurance will be provided.

Camping

The event would like to provide 15 camping sites in the park for out-of-town athletes. Overnight camping fees will be collected and payments made payable to the City of Black Diamond for the amount dictated by the city. Race organizers will park and occupy one tent trailer overnight to provide security. No open fires permitted.

Neighbor notice

Notice will be made to neighbors on SE 312th St. no less than 2 weeks prior to the event with a schedule, and description of the event.

Noise

Amplification of race announcements and music will begin no earlier than 8:00AM and will be kept at an appropriate volume to serve the athletes and staff. Race organizers make every effort not to disturb the neighbors close to the park.

Food

Food will be provided at the event by a vendor who has the appropriate permits with the Department of Health.

Course/Venue Set-up

No nails will be used to mark the course

No paint will be used to mark the course

No vegetation removal from the park

All garbage will be removed

No smoking allowed

Permission will be requested from the Rust Family for use of their island

Race produced by:

Raise the Bar LLC

15423 SE 272nd St. #106.1

Kent, WA 98042

Event Owners:

Brad Williams 253-217-1614 williamsbrad@msn.com

Patty Swedberg: 206-779-7727 patty@weraisethebar.com

Course Director:

Toby Mollett 206-713-0800 toby@weraisethebar.com



Date: May 20, 2013

To: Robert Young
Mountain View Fire & Rescue

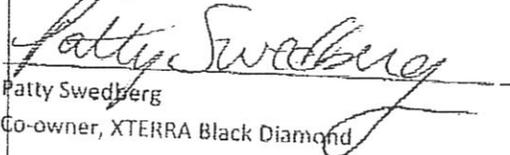
From: Patty Swedberg, Co-owner
Raise the Bar LLC & XTERRA Black Diamond

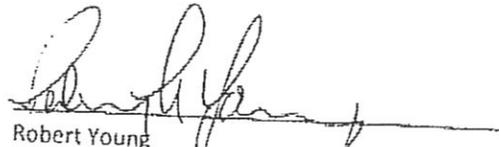
Subject: Medical Support, 2013 XTERRA Black Diamond

Raise the Bar requests Mountain View Fire & Rescue to provide medical support for the 2013 XTERRA Black Diamond off-road triathlon on August 4, 2013. We request the use of the special response unit and 3 EMT's to provide assistance. Exact amount of personnel to be determined closer to race day dependent upon registrations and weather conditions.

Raise the Bar agrees to pay the current, designated rate for the services and appreciates the department's continued support of our event.

Respectfully,


Patty Swedberg
Co-owner, XTERRA Black Diamond


Robert Young
Mountain View Fire & Rescue

January 10, 2013

To: Jamey Kiblinger
25510 Lawson St.
Black Diamond, WA 98010

From: Patty Swedberg, co-owner
Xterra Black Diamond
Raise the Bar LLC

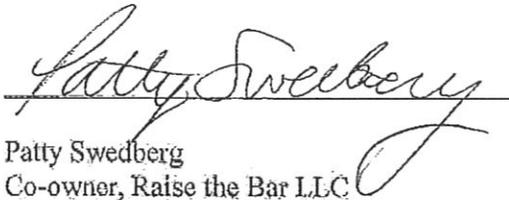


Subject: Police Support, 2013 XTERRA Black Diamond

Raise the Bar agrees to hire one off-duty police officer from the City of Black Diamond on August 4th, 2013 from 6:30 to 9:30am to provide traffic control at the intersection of Lake Sawyer Rd and SE 310th St. during the XTERRA Black Diamond off-road triathlon.

Raise the Bar is grateful to the City and the Police Department for their support of this event.

Respectfully,


Patty Swedberg
Co-owner, Raise the Bar LLC


Jamey Kiblinger
Chief of Police, Black Diamond Police Dept.



Kent School District No. 415
APPLICATION AND PERMIT FOR USE OF SCHOOL FACILITIES

District Facility Use # SU092

PLEASE SUBMIT QUARTERLY
FALL (Sep-Nov) by Aug 1 SPRING (Mar-May) by Feb 1
WINTER (Dec-Feb) by Nov 1 SUMMER (Jun-Aug) by May 1

DATE OF APPLICATION 4/19/13
Application with insurance must be submitted at least 10 days prior to use for the application to be considered. Applications submitted without insurance will not be accepted.

NOTICE: NO RIGHT TO USE FACILITY UNTIL SIGNED APPROVAL OF THIS APPLICATION IS RECEIVED BY APPLICANT!

User/Group Name Raise the Bar LLC Responsible Person Kathy Morrison
Address 15423 SE 272nd St Suite 106A1 Address 15423 SE 272nd St Suite 106.1
City Kent State WA Zip 98042 City Kent State WA Zip 98042
Telephone _____ Telephone 253 639 8031 / 253 569 1927
School Requested Sawyer Woods ELEM Email Kathy@we-raise-the-bar.com

- Auditorium Cafeteria Kitchen Area Stoves/Oven Classroom Multipurpose Room
- Soccer Field Football Field Kentlake Turf Football Field Baseball Field Softball Field Gymnasium Auxiliary Gym
- Other (Specify): Parking Lot Equipment Needed: will need to be unlocked & locked

Number of Persons Expected: Adult _____ Youth _____ Total Attendance _____
Elementary Sites Only: Heat requested after 5:00 PM? (Fee to be applied) Yes No

Received
MAY - 8 2013
Athletics & Activities

Date(s) Requested August 4, 2013 Day(s) of the Week Saturday
Room Parking Lot Time (Please include Setup/Cleanup Time): From 6 AM To 4 PM Total Hours Day 8 HRS

Room _____ Time (Please include Setup/Cleanup Time): From _____ To _____ am/pm Total Hours Day _____
Room _____ Time (Please include Setup/Cleanup Time): From _____ To _____ am/pm Total Hours Day _____

What is the nature/purpose of the facility use? overflow parking for triathlon @ Lake Sawyer Park
Admission if any? Child \$ _____ Adult \$ _____ Other \$ _____ How much anticipated net? No charge for parking

Agreement & Insurance:

The above referenced Group/Organization hereby makes application to Kent School District No. 415 and certifies that it is the undersigned representative makes this application on behalf of the Group/Organization and certifies that the applicant agrees to strictly observe and enforce all rules and regulations of the Kent School District, as well as those enumerated in the Community Use Applicant's Responsibility form attached hereto. The officers or representatives of the applicant Group/Organization must, as a condition to this request, sign this agreement. The Kent School District does not maintain insurance that will respond to claims against the applicant members, or those attending the event. The applying Group/Organization is required to be covered by their own insurance responsible for obtaining said insurance and, at the time this application is presented, must also present the proposed use if this request is approved. The application will not be approved until satisfactory evidence of insurance is presented in a face amount of not less than \$1,000,000 for state-certified, non-profit organizations operated for a profit.

Will need custodian to come out and unlock gates and then relock them

Date 4-19-13 By Kathy @ m

(BELOW - TO BE COMPLETED BY SCHOOL SECRETARY, ASB SECRETARY)

Budget # must be assigned for all chargeable In-Dist

General Fund: _____ ASB Budget Number _____

Rental Fees & Miscellaneous Charges (to be determined by District Office)

Approved - No Charge

Approved With Charges
ESTIMATED TOTAL \$160
*Please see attached Estimated Expense Worksheet.

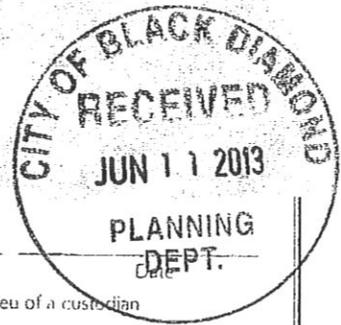
*Designee Signature _____
Principal's designee - acceptance of responsibility, security and cleanup in lieu of a custodian
In District Event _____ Out of District Event

Disapproved Reason: _____

M T Principal's Signature _____ Date 5-6-13

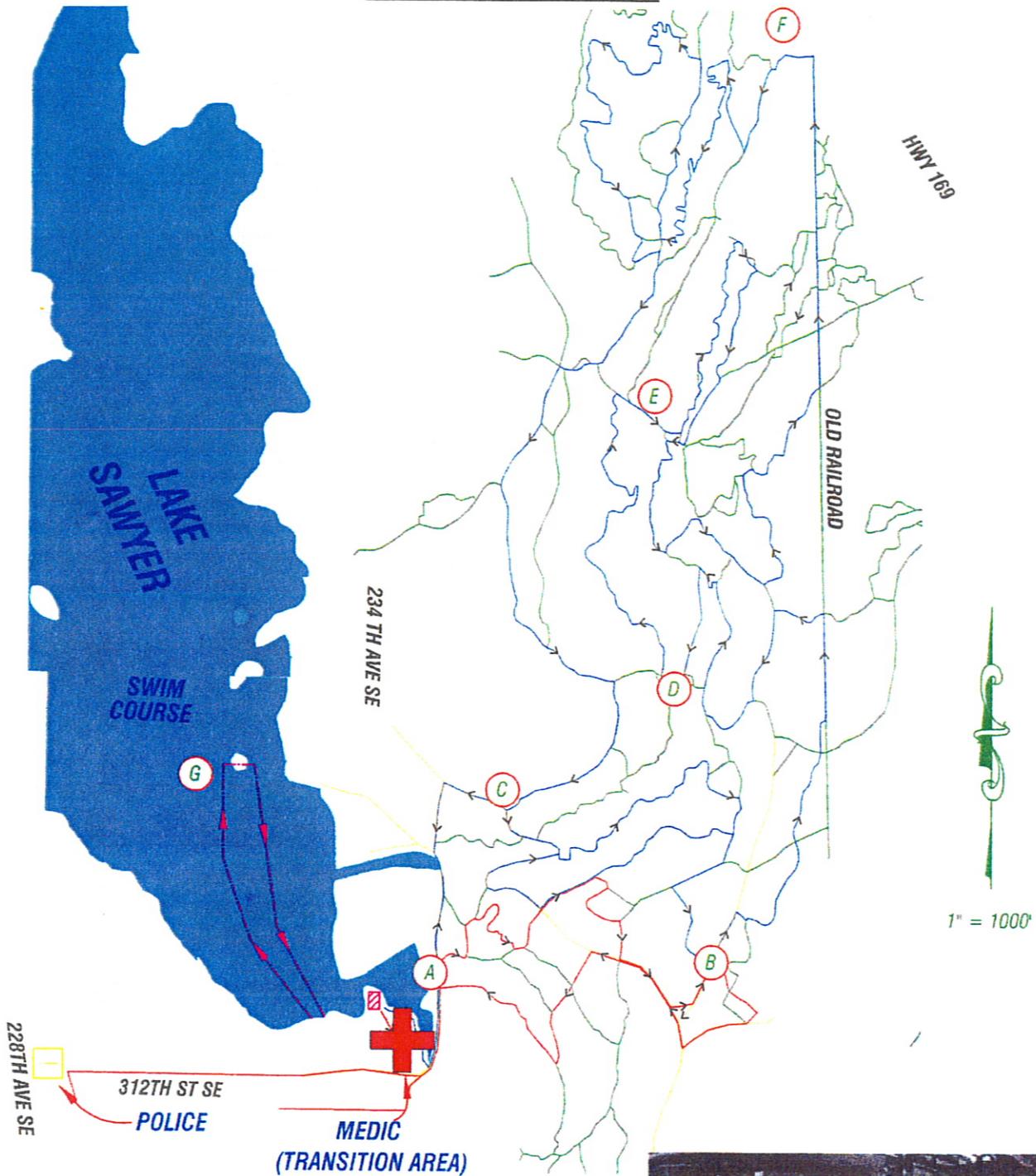
Dave Lutz District - Athletic's/Activities Director _____ Date 5-8-13

Insurance 12/1/13



DRAWN BY: Toby Mollett

EVACUATION MAP



LEGEND

- SWIM ROUTE - 1,000 METERS
- BIKE ROUTE - 15 MILES
- RUN ROUTE - 6.2 MILES
- SINGLE TRACK TRAILS
- UNIMPROVED ROAD

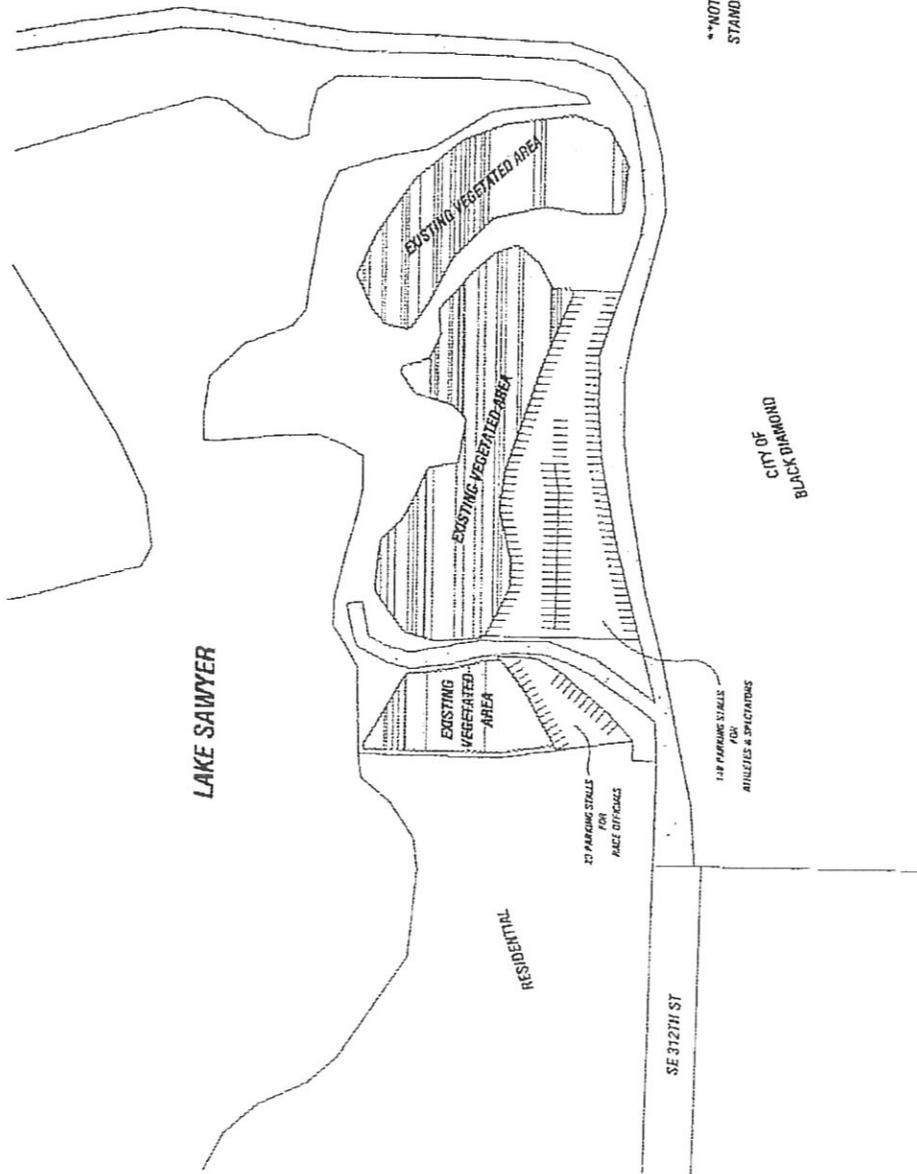
VOLUNTEER STATIONS

- A-RUN COURSE IN/OUT
- B-RUN COURSE/BIKE COURSE
- C-START 2ND LAP OF BIKE COURSE
- D-LOG CROSSING ON BIKE COURSE
- E-BRIDGE CROSSING ON BIKE COURSE
- F-288TH
- G-VOLUNTEER IN BOAT



PRESENTED BY YARROW BAY COMMUNITIES

Xterra Black Diamond PARKING EXHIBIT



SCALE: NTS

**NOTE: ALL PARKING STALLS ARE STANDARD 9' X 18' WITH A 20' WIDE TRAVEL LANE

CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION | | |
|--|-------------------------------------|-------------|
| SUBJECT: Ordinance No. 13-1009, providing for a change of a way-of-travel name pursuant to an adjacent owner petition | Agenda Date: July 18, 2013 | |
| | AB13-057 | |
| | Department/Committee/Individual | |
| | Mayor Rebecca Olness | |
| | City Administrator – Mark Hoppen | |
| | City Attorney –Chris Bacha | |
| | City Clerk – Brenda L. Martinez | |
| | Finance – May Miller | |
| | Natural Resources/Parks – Aaron Nix | |
| | Economic Devel. – Andy Williamson | |
| Cost Impact: None | Police – Jamey Kiblinger | |
| Fund Source: n/a | Court – Stephanie Metcalf | |
| Timeline: n/a | Comm. Dev. –Stacey Welsh | X |
| Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator | | |
| Attachments: Ordinance No. 13-1009, Exhibit A, Notice, Application | | |
| SUMMARY STATEMENT: BD Village Partners submitted a way-of-travel name change application to change “Auburn Black Diamond Road” to “Roberts Drive” from the western city limits to the intersection with Lake Sawyer Road. The City Council has the authority to change a way-of-travel name per BDMC 12.08.030. The remaining portion of the way-of-travel east of the Lake Sawyer Road intersection is Roberts Drive; this would provide one consistent name for the entire way-of-travel within the City limits. This change will also provide a distinction between the roadway within unincorporated King County named as Auburn Black Diamond Road and within the city limits of Black Diamond named as Roberts Drive. Mailed and posted notice was provided at least twenty days prior to Council consideration of the requested renaming in compliance with BDMC 12.08.030.C. | | |
| COMMITTEE REVIEW AND RECOMMENDATION: n/a | | |
| RECOMMENDED ACTION: MOTION to adopt Ordinance No. 13-1009, relating to assignment of way-of-travel names; providing for the change of a way-of-travel name pursuant to an adjacent owner petition; providing for severability; and establishing an effective date. | | |
| RECORD OF COUNCIL ACTION | | |
| <i>Meeting Date</i> | <i>Action</i> | <i>Vote</i> |
| July 18, 2013 | | |
| | | |
| | | |

CITY OF BLACK DIAMOND WASHINGTON

ORDINANCE NO. 13-1009

**AN ORDINANCE OF THE CITY OF BLACK DIAMOND,
WASHINGTON, RELATING TO ASSIGNMENT OF WAY-
OF-TRAVEL NAMES; PROVIDING FOR THE CHANGE
OF A WAY-OF-TRAVEL NAME PURSUANT TO AN
ADJACENT OWNER PETITION; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, Chapter 12.08 of the Black Diamond Municipal Code establishes the guidelines and process for the assignment of way-of-travel names within the city and for changing the name of existing ways-of-travel; and

WHEREAS, BDMC 12.08.030 provides that a majority of persons having ownership in properties addressed on a way-of-travel may petition the City Council for changing the name of the existing way-of-travel, that a public hearing is not required in such circumstances, and that approval of such a change may only be approved by ordinance of the City Council; and

WHEREAS, the owner of the properties located along Auburn Black Diamond Road between the western city limits and the intersection with Lake Sawyer Road in Black Diamond, has filed a written petition with the City requesting a change in the existing way-of-travel name to Roberts Drive; and

WHEREAS, the City has provided notice to persons having ownership in properties addressed on the way-of-travel, the U.S Postal Service and emergency services in compliance with BDMC 12.08.030.C; and

WHEREAS, city staff have reviewed the petition and, in accordance with the addressing policy guide for assignment of way-of-travel names maintained pursuant to BMDC 12.08.025, have recommended that if the City Council approves the requested change, the way-of-travel name be changed in accordance with Exhibit "A", attached hereto; and

WHEREAS, the City Council has reviewed the petition and the recommended change to the way-of-travel name as set forth in Exhibit "A", and having been in all matters fully advised, finds that it is in the best interest of the public health, safety and welfare to approve the change as set forth in Exhibit "A";

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

Section 1. Approval of Way-of Travel Name Change. That the existing way-of-travel name in Black Diamond, King County, be and is, hereinafter changed as set forth in Exhibit "A", attached hereto and incorporated by this reference as though fully set forth herein.

Section 2. Notice. That the Mayor is requested to direct staff to provide notice of the approved way-of-travel name change to the appropriate agencies.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 18TH DAY OF JULY, 2013.

CITY OF BLACK DIAMOND

Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

Approved as to form:

Chris D. Bacha,
Kenyon Disend PLLC
City Attorney

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

EXHIBIT A

| <u>CURRENT WAY-OF-TRAVEL NAME</u> (between the western city limits and the intersection with Lake Sawyer Road in Black Diamond) | <u>PROPOSED WAY-OF-TRAVEL NAME</u> (between the western city limits and the intersection with Lake Sawyer Road in Black Diamond) |
|---|--|
| Auburn Black Diamond Road | Roberts Drive |



CITY OF BLACK DIAMOND
WAY-OF-TRAVEL NAME CHANGE
APPLICATION
 (Per BDMC 12.08.030)



OFFICE USE ONLY

| | |
|----------|------------|
| FILE # | PLN13-0011 |
| FEE PAID | |

24301 Roberts Dr., PO Box 599 Black Diamond, WA 98010
 Phone: (360)886-5700, Fax: (360)886-2592

EXISTING WAY-OF-TRAVEL NAME/LOCATION:

Auburn Black Diamond Road

| APPLICANT NAME | ADDRESS |
|----------------|--|
| YarrowBay | 10220 NE Points Drive, Suite 310 Kirkland WA 98033 |

| EMAIL | PHONE | FAX |
|-----------------------------|----------------|---------------|
| clund@yarrowbayholdings.com | (425) 898-2100 | (425)898-2139 |

| CONTACT NAME | ADDRESS |
|--------------|--|
| Colin Lund | 10220 NE Points Drive, Suite 310 Kirkland WA 98033 |

| EMAIL | PHONE | FAX |
|-----------------------------|---------------|---------------|
| clund@yarrowbayholdings.com | (425)898-2011 | (425)898-2139 |

DESCRIPTION OF PROPOSED CHANGE (must attach a map showing way-of-travel and adjacent affected property/properties):

Request to change the name of Auburn Black Diamond Road to Roberts Drive from the western City limits to the intersection with Lake Sawyer Road.

ADJACENT AFFECTED PARCEL #s:

1521069097 1521069099
 1521069005 1521069100
 1521069098 1521069096
 1521069101

*Applications for redesignation must contain the signatures of the majority of persons having ownership in property addressed on the way-of-travel. Attach an additional sheet if necessary.

I certify under penalty of perjury, under the laws of the State of Washington, that the foregoing and attached exhibits are true and correct. I further certify that I am the owner of the property described above or authorized to act on behalf of the above interested parties.

OWNER*

| | |
|------------|-------------------------|
| PRINT NAME | BD Village Partners, LP |
| SIGNATURE | See attached. |

APPLICANT/AGENT

| | |
|------------|------------|
| PRINT NAME | Colin Lund |
| SIGNATURE | |

OWNER*

| | |
|------------|---|
| PRINT NAME | - |
| SIGNATURE | - |

OWNER*

| | |
|------------|---|
| PRINT NAME | - |
| SIGNATURE | - |

OWNER*

| | |
|------------|---|
| PRINT NAME | - |
| SIGNATURE | - |

OWNER*

| | |
|------------|---|
| PRINT NAME | - |
| SIGNATURE | - |

Way-of-Travel Name Change Application

(Signature page)

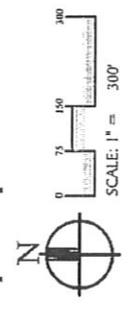
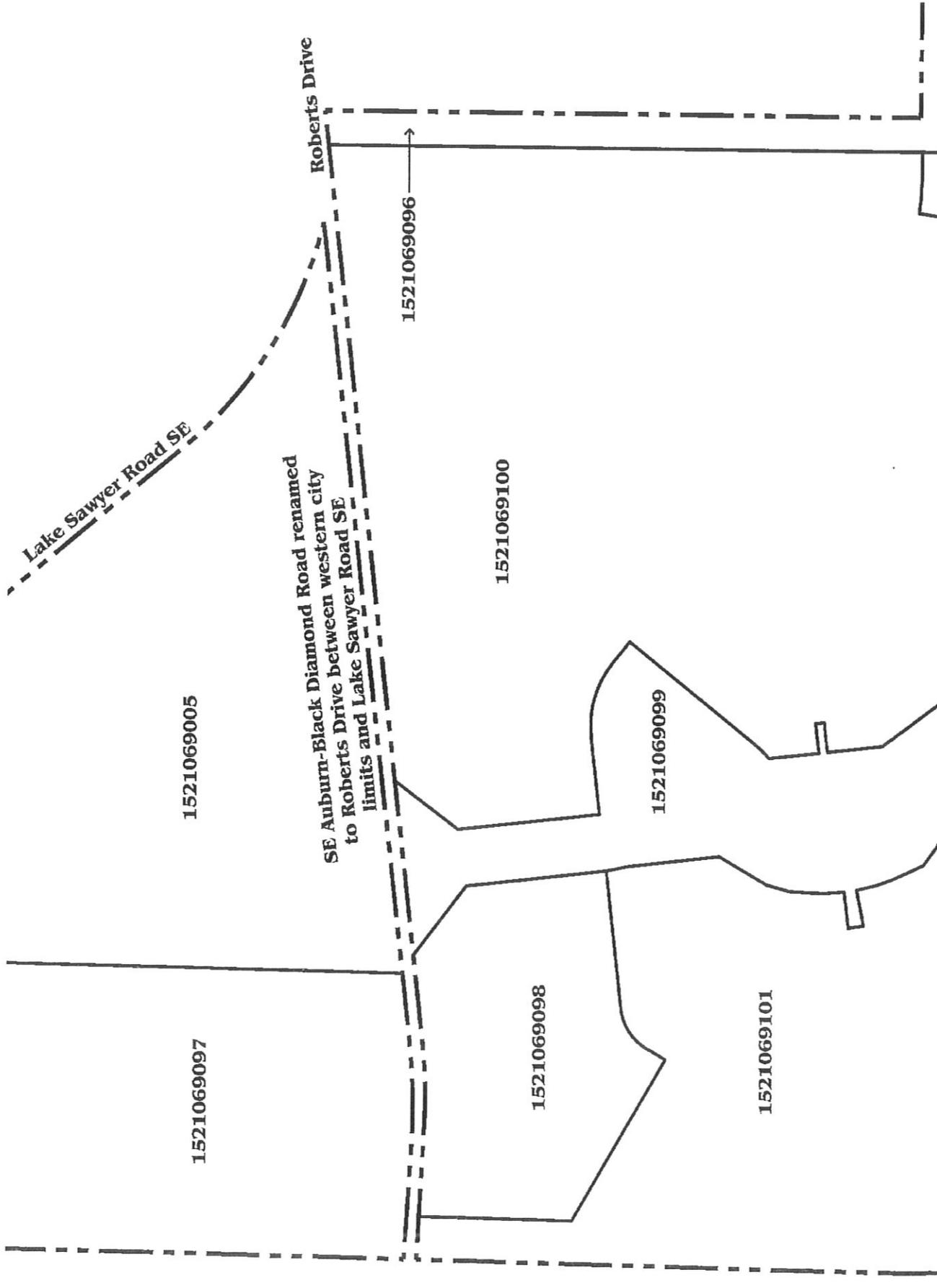
BD VILLAGE PARTNERS, LP, a Washington limited partnership

By: Yarrow Bay Development, LLC, a Washington limited liability company, its
General Partner

By: BRNW, Inc., a Washington corporation, its Member

By: 

Brian Ross, President



The Villages

Street Name Change Request Exhibit



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

NOTICE OF PROPOSED WAY-OF-TRAVEL NAME CHANGE

Notice Released: June 26, 2013

The City of Black Diamond has received a Way-of Travel Name Change application. The application and any related documents are available for public review during normal business hours at the City of Black Diamond, 24301 Roberts Drive, Black Diamond, WA.

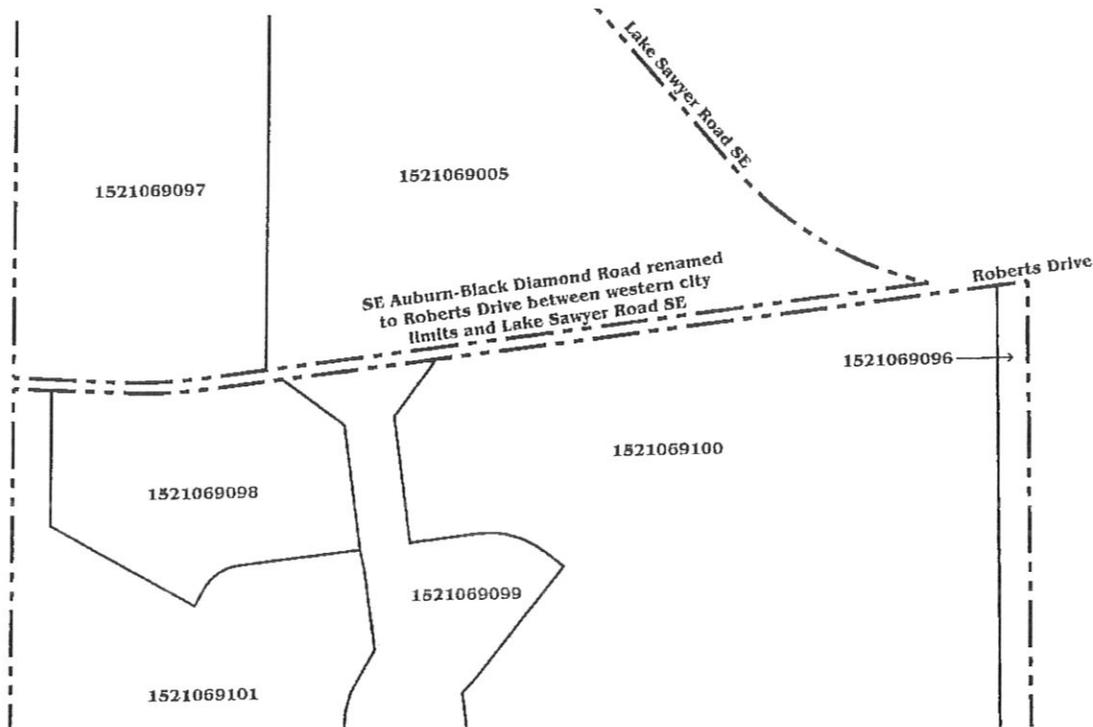
For additional information, please contact the Community Development Department at 360-886-5700. The Black Diamond City Council may act on the proposed change at their July 18, 2013 meeting.

City Council Meeting: July 18, 2013 at 7:00 PM
Meeting Location: 25510 Lawson St., Black Diamond, Washington

Application Number: PLN13-0011
Applicant: BD Village Partners, 10220 NE Points Drive, Suite 310, Kirkland, WA 98033

Requested Way-of-Travel Name Change: Change "Auburn Black Diamond Road" to "Roberts Drive" from the western city limits to the intersection with Lake Sawyer Road.

City Staff Contact: Stacey Welsh, Community Development Director, 360-886-5700



CITY COUNCIL AGENDA BILL

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

| ITEM INFORMATION | | |
|---|-------------------------------------|-------------|
| SUBJECT: Resolution No. 13-882, authorizing the Mayor to execute a Local Agency Agreement with the Washington State Department of Transportation for a Federal grant for replacement of street signs. | Agenda Date: July 18, 2013 | |
| | AB13-058 | |
| | Department/Committee/Individual | |
| | Mayor Rebecca Olness | |
| | City Administrator – Mark Hoppen | |
| | City Attorney –Chris Bacha | |
| | City Clerk – Brenda L. Martinez | |
| | Finance – May Miller | |
| | Natural Resources/Parks – Aaron Nix | |
| | Economic Devel. – Andy Williamson | X |
| Cost Impact: \$20,923 revenue | Police – Jamey Kiblinger | |
| Fund Source: WSDOT Local Programs | Court – Stephanie Metcalf | |
| Timeline: Summer/Fall 2013 | Comm. Dev. – Stacey Welsh | |
| Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator | | |
| Attachments: Resolution No. 13-882, Local Agency Agreement, Grant Award Letter | | |
| SUMMARY STATEMENT: The City was awarded a federal safety grant administered through the Washington State Department of Transportation (WSDOT) Local Highways Program in the amount of \$20,923. City staff borrowed a retroreflectometer from WSDOT in December 2011/January 2012 and measured the retroreflectivity of all of the City’s signs. 292 signs do not meet minimum standards for reflectivity. Using information gathered, City staff was able to secure a grant to replace those signs. City staff received authorization to use City forces to install the signs rather than hiring a contractor. City staff has been successful at meeting the requirements to secure the funds post-award, such as getting the project on the PSRC’s Regional TIP and on the States STIP. With these steps complete, the funds can be obligated. Staff anticipates beginning this project in the Fall. This agreement needs to be executed by July 31, 2013. | | |
| COMMITTEE REVIEW AND RECOMMENDATION: | | |
| RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-882, authorizing the Mayor to execute a Local Agency Agreement with the Washington State Department of Transportation for a Federal grant for replacement of street signs. | | |
| RECORD OF COUNCIL ACTION | | |
| <i>Meeting Date</i> | <i>Action</i> | <i>Vote</i> |
| July 18, 2013 | | |
| | | |
| | | |

RESOLUTION NO. 13-882

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING A LOCAL AGENCY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) FOR A FEDERAL GRANT FOR THE REPLACEMENT OF STREET SIGNS

WHEREAS, the City was awarded the 2013 Quick Response Safety Program Federal Funding grant from WSDOT Highways & Local Programs; and

WHEREAS, this grant would fund the replacement of street signs within the City that fall below minimum federal retroreflectivity standards; and

WHEREAS, City staff will be completing the work to purchase and replace the signs;

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 Local Agency Agreement with the Washington State Department of Transportation for a federal grant for the replacement of street signs substantially in the form attached hereto as Exhibit A..

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF JULY, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

Local Agency Agreement

Agency City of Black Diamond

Address PO Box 599
Black Diamond, WA 98010

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)

Project No. _____

Agreement No. _____
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Black Diamond Street Signs Replacement Length N/A

Termini Citywide

Description of Work: Replace street signs that fall below the minimum retro-reflectivity requirements within the City of Black Diamond.

| Type of Work | | Estimate of Funding | | |
|---------------------------------|---|---|----------------------------------|-----------------------------------|
| | | (1) Estimated Total Project Funds | (2) Estimated Agency Funds | (3) Estimated Federal Funds |
| PE % | a. Agency | | | |
| | b. Other | | | |
| | c. Other | | | |
| | d. State | | | |
| | e. Total PE Cost Estimate (a+b+c+d) | | | |
| Right of Way % | f. Agency | | | |
| | g. Other CONSULTANTS | | | |
| | h. Other ROW PURCHASE | | | |
| | i. State | | | |
| | j. Total R/W Cost Estimate (f+g+h+i) | | | |
| Construction 100% | k. Contract | | | |
| | l. Material Procurement | \$9,746 | | \$9,746 |
| | m. Other (Contingency @ 10%) | \$1,805 | | \$1,805 |
| | n. Other | | | |
| | o. Agency | \$8,306 | | \$8,306 |
| | p. State | \$1,000 | | \$1,000 |
| | q. Total CN Cost Estimate (k+l+m+n+o+p) | \$20,857 | | \$20,857 |
| | m. Total Project Cost Estimate (e+j+q) | \$20,857 | | \$20,857 |

Agency Official

By _____

Title _____

Washington State Department of Transportation

By _____

Director of Highways and Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below.

Adopted by official action on _____,

_____ , Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

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TTY: 1-800-833-6388
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February 7, 2013



Mr. Seth Boettcher
Public Works Director
City of Black Diamond
PO Box 599
Black Diamond, Washington 98010-0599

**2013 Quick Response Safety Program
Federal Funding**

Dear Mr. Boettcher:

WSDOT Highways & Local Programs (H&LP) is pleased to advise you that the following project was selected for 2013 Quick Response Safety Program funds through the Federal Highway Safety Improvement Program (HSIP). The federal funding for construction of the project is limited to:

Black Diamond Street Signs Replacement

\$20,923

The funds are available for the project as described in the attached Project Summary. The summary is taken from the grant application and subsequent changes discussed with your staff. These federal funds are available at 100 percent and require no local match. In order to meet state and federal requirements for these funds, the following are required:

1. Authorization:
 - **Ensure that the project is in your agency and region's Transportation Improvement Program (TIP):** Once the TIPs are amended, WSDOT will amend the Statewide Transportation Improvement Program (STIP).
2. Project expenditures incurred before receiving notice of federal fund obligation from H&LP are not eligible for reimbursement.
3. Construction funding must be obligated by July 31, 2013, or the funds will be reprogrammed to other priority safety projects.
4. Projects must be advertised for construction by October 1, 2013, or the funds will be reprogrammed to other priority safety projects.
5. No scope changes will be allowed for this project.

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6. No schedule extensions will be allowed for this project.
7. To maintain funding, a Quarterly Project Report form must be completed by the end of March, June, September, and December each year. The online database can be found at: <http://www.wsdot.wa.gov/LocalPrograms/ProgramMgmt/QPR.htm>. To access the database you will need an account name and password. Your account name is **Black Diamond** and your password is **BlaDi397**. The password is case sensitive.

To obligate funding for the project, please refer to the information above and to the Local Agency Guidelines (LAG) manual at <http://www.wsdot.wa.gov/publications/manuals/fulltext/M36-63/LAGManual.pdf>. Also, as a reminder, H&LP encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures. For assistance with your project, please contact Ed Conyers, Northwest Region Local Programs Engineer, at 206.440.4734. Our staff looks forward to working with you.

Sincerely,



Kathleen B. Davis
Director
Highways & Local Programs

KBD:st:sas

Attachment: Project Summary

cc: Ed Conyers, Northwest Region Local Programs Engineer, MS N82-121
Charlie Howard, Transportation Director, PSRC