

# City Update

For weeks ending: January 31 and February 7

City Council	Mayor & City Administrator
<p><u>Position 1: Deady</u> February 7: attended Public Safety Committee Mtg</p> <p><u>Position 2: Morgan</u> January 30: attended Enumclaw School District STEM Luncheon February 1: attended Franklin Tour February 7: attended State Auditor's Exit Conference</p> <p><u>Position 3: Edelman</u> January 30: attended Finance Committee Mtg February 5: attended Planning and Community Services Committee Mtg February 6: attended City Council Special Mtg February 7: attended State Auditor's Exit Conference</p> <p><u>Position 4: Benson</u> January 27: attended King County Council Mtg January 30: attended Enumclaw Rotary STEM Luncheon and Finance Committee Mtg February 6: Met with two concerned citizens re: new administration; attended Council Special Mtg February 7: attended State Auditor's Exit Conference; Met with Mayor re: budget and technology</p> <p><u>Position 5: Taylor</u> February 7: attended State Auditor's Exit Conference and Public Safety Committee Mtg</p>	<p><u>Mayor's Activities</u> February 7: attended State Auditor's Exit Conference (City Hall)</p> <p><u>City Administrator's Activities</u> January 27: provide testimony at King County Council Meeting regarding The Reserve at Woodland January 30: meeting with Lauren Smith (King County) and Colin Lund (Yarrow Bay) at City Hall February 5: attended SCA City Manager/City Administrator Meeting in Renton</p>

## Council Commissions, Boards & Committees

- Budget, Finance and Administration Committee. Meeting date: February 6, 2014. Next meeting: February 27, 2014. Meeting time: 3:00 PM. Staff support: May Miller.
- Planning and Community Service Committee. Meeting date February 5, 2014. Meeting time: 1:30. Staff support: Stacey Welsh.
- Cemetery and Parks Committee. No meeting. Staff support: Aaron Nix.
- Public Works Committee. No Meeting. Staff support: Seth Boettcher.
- Public Safety Committee. Meeting date: January 7, 2014. Meeting time: 10:30 AM. Staff support: Chief Kiblinger.

## Community Development Activities

- Performed 8 inspections
  - Received 1 new single family permit, 1 new land use application (Bryant PBRs from King County)
  - Issued 2 plumbing permits, 1 single family repair
  - Completed 1 single family garage review
- Planning Commission:**
- Meeting held February 11, 2014.

	2014	2013
Pre-application Conferences Held	0	7
Preliminary Plats Approved (Number of Residential Lots)	0	0
Multi-family units Approved	-	-
New Single Family Residential Permits Issued	0	0
New Commercial Square Footage Approved	0	8
Tenant Improvement Permits Issued	0	0
Sign Permits Issued	0	3
Public Hearings Held	0	2
	0	1

## Status of Active Capital Improvement Projects

**Springs Project:** Draft report to be delivered 2/13/14. Next steps are to review the report with the WSFFA partners and the PW Committee.

**Old Lawson Pump Station:** Pump and equipment package is expected to be delivered the second or third week of February. The electrical bids are in and came in under \$7500. City crew will reconstruct the pumping facility in late February / early March.

**Abrams Guard Rail:** The design and bid documents are 90%. The State Environmental Protection Act checklist was submitted 2/12/14. The timing and solutions will be discussed further at the Public Works Committee of the Council.

**½ Mil Tank Painting:** Council approved RH2 contract on February 6<sup>th</sup>, 2014. Contract execution in process.

**Old Sewer Lagoon Decommissioning:** Staff to develop a reclamation plan in-house and submit to the Department of Ecology by the end of March.

**Reflective Sign Installation:** Installation at 95%. Developing punch list.

**Downtown Water Main Project** Grant received. Next step is to collect and submit project data to King County Community Development.

**Roberts Drive Reconstruction at Rock Creek Bridge** General information discussed at 2/10/14 pw committee meeting. Contract negotiations in progress with Parametrix.

**Lawson Street Sidewalk Project** Design contract with Parametrix to Council February 6th.

**SR 169 / North Commercial Storm Pond (D2)** Contract with Parametrix approved by Council on February 6<sup>th</sup>, 2014. Contract execution in process. Separate contract to be executed for City trail project, whose boundaries overlap with this project (Ginder Creek trail project).

**Morganville Sewer Pump Station Reconstruction** New pumps are on order.

**Water System Maintenance** Drafted and submitted an update to the City's coliform monitoring plan and prepared a disinfectant by-products monitoring plan and submitted both to the Department of Health.

**Janitorial Services** The Public Works staff is preparing bid documents to solicit bids for janitorial services for City Hall, Public Works, Community Development, the Police and Council Chambers.

**Ginder Creek Trail (P2)** A contract will be proposed, for wetland flagging and wetland identification as well as identification of the ordinary high water mark. The contract is expected to be under \$7,500.

## General Administrative Activities

- Pet licenses issued: 0; 7 year-to-date; website updates 18; 42 year-to-date; passports processed 24; 101 year-to-date; Business licenses issued: 82; 282 year-to-date.
- Received submittals from \_\_\_\_\_ for \_\_\_\_\_ services.
- Other:
- Lake Sawyer parking permits issued: 2; 4 year-to-date

## Events on the Horizon

- See City calendar at <http://www.ci.blackdiamond.wa.us/calendar.html>
- See Maple Valley Black Diamond Chamber of Commerce calendar at <http://www.maplevalleychamber.org/schedule/calendar/maple-valley-featured-events>
- See Black Diamond Historical Society calendar at <http://www.blackdiamondmuseum.org/calendar.htm>
- See Black Diamond Community Center calendar at <http://www.blackdiamondcc.org/community/community.html>

## Adopted Council 2013 Priorities

W2 – Reservoir Painting & Maintenance  
10-year plan for asbestos pipe replacement  
D2 – North Commercial & State Route 169 Stormwater Pond Design  
P2 – Ginder Creek Trail Restoration  
F1 & F2 – Fire Engine Replacement  
T6 – Rock Creek Bridge  
L3 – Police Radio Replacement



**CITY OF BLACK DIAMOND**  
**February 20, 2014 Regular Business 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.

**PUBLIC HEARINGS: None**

- 1) **AB14-023** – The Metropolitan King County Council’s approval of a ballot measure for local transportation funding through the King County transportation district, Ordinance 2014-0059.

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:**

- 2) **Presentation** – Water Delivery Proposal to Phase 1A of The Villages Covington Water District

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

- 3) **AB14-024** – Resolution No. 14-930, Approving Contract with Parametrix for Lawson Street Sidewalk Project Mr. Boettcher
- 4) City Council consideration of a future Resolution in support of, or opposition to King County Ordinance 2014-0059, a ballot measure for local transportation funding through the King County transportation district. City Administrator Christy Todd
- 5) **AB14-025** – Resolution No. 14-931, Confirming the Mayor’s Appointments to the Planning Commission Mayor Gordon
- 6) **AB14-026** – Resolution No. 14-932, Confirming the Mayor’s Appointments to Regional Committees Mayor Gordon

**DEPARTMENT REPORTS:**

**Administration:**

- A. Council Retreat Planning - update

**MAYOR’S REPORT:**

**COUNCIL REPORTS:**

- A. Council Standing Committees
  - Budget, Finance, Administration Committee – Councilmember Benson, Chair
  - Planning and Community Service Committee – Councilmember Edelman, Chair
  - Public Safety Committee – Councilmember Deady, Chair
  - Cemetery and Parks Committee – Councilmember Deady, Chair
  - Public Works Committee – Councilmember Taylor, Chair

B. Regional Committees

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

- 7) **Claim Checks** – February 20, 2014, No. 405650 through No. 40639 (voids 40561, 40633-40636) in the amount of \$124,827.77
- 8) **Minutes** – Council Meeting of February 2, 2104, Special Meetings of February 2, 2014 and February 7, 2014

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

<b>SUBJECT:</b> <b>Agenda Bill No. 14-023,</b> <b>Public Hearing to consider support of</b> <b>and opposition to King County</b> <b>Metropolitan Council Ordinance 2014-</b> <b>0059, a ballot measure for local</b> <b>transportation funding through the</b> <b>King County transportation district.</b>	<b>Agenda Date: February 20, 2014</b>		<b>AB14-023</b>
	Mayor Dave Gordon		
	City Administrator Christy Todd		X
	City Attorney P. Stephen DiJulio		
	City Clerk – Brenda L. Martinez		
	Community Development – Stacey Welsh		
	Finance – May Miller		
	Economic Development – Andy Williamson		
	Parks/Natural Resources – Aaron Nix		
	Police – Chief Kiblinger		
Public Works – Seth Boettcher			
Court Administrator – Stephanie Metcalf			

**Agenda Placement:**  Mayor  Two Councilmembers  Committee Chair  City Administrator

**Attachments: Attachment A – RCW; Attachment B – King County Staff Report; Attachment C – King County; Attachment D – King County Announcement**

### SUMMARY STATEMENT:

On February 10, 2014, the King County Council adopted an ordinance to form a Transportation Benefit District (TBD). On that same day, the King County Council adopted a motion expressing support for a ballot measure for local transportation funding through the TBD. (The TBD had to be formed first, then the County Council could support a ballot measure to actually seek King County voters' approval of a funding mechanism which is imposed through the TBD.) The ordinance supporting the ballot measure is 2014-0059.

RCW 41.17A.555(1) allows a legislative body to conduct a public hearing, and hear from those in support of as well as those in opposition to a proposed ballot measure, and then make a collective decision in support of or opposition to the proposed ballot measure.

Tonight's public hearing is to hear from the public in regards to Ordinance 2014-0059.

Please attachments A through D for information from King County about the Transportation Benefit District the proposed ballot measure approved by the King County Council.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

**RECOMMENDED ACTION: Motion of the Black Diamond City Council in support of (or in opposition to) King County Ordinance 2014-0059, a ballot measure for local transportation funding through the King County transportation district. Note: a resolution to confirm the Council's collective decision will be brought forward on March 6, 2014, if the Council takes action on February 20 following the public hearing.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 20, 2014		

**RCW 42.17A.555****Use of public office or agency facilities in campaigns — Prohibition — Exceptions.**

No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency. However, this does not apply to the following activities:

(1) Action taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district including, but not limited to, fire districts, public hospital districts, library districts, park districts, port districts, public utility districts, school districts, sewer districts, and water districts, to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view;

(2) A statement by an elected official in support of or in opposition to any ballot proposition at an open press conference or in response to a specific inquiry;

(3) Activities which are part of the normal and regular conduct of the office or agency.

(4) This section does not apply to any person who is a state officer or state employee as defined in RCW 42.52.010.

[2010 c 204 § 701; 2006 c 215 § 2; 1979 ex.s. c 265 § 2; 1975-'76 2nd ex.s. c 112 § 6; 1973 c 1 § 13 (Initiative Measure No. 276, approved November 7, 1972). Formerly RCW 42.17.130.]

**Notes:**

**Finding -- Intent -- 2006 c 215:** "(1) The legislature finds that the public benefits from an open and inclusive discussion of proposed ballot measures by local elected leaders, and that for twenty-five years these discussions have included the opportunity for elected boards, councils, and commissions of special purpose districts to vote in open public meetings in order to express their support of, or opposition to, ballot propositions affecting their jurisdictions.

(2) The legislature intends to affirm and clarify the state's long-standing policy of promoting informed public discussion and understanding of ballot propositions by allowing elected boards, councils, and commissions of special purpose districts to adopt resolutions supporting or opposing ballot propositions." [2006 c 215 § 1.]

**Disposition of violations before January 1, 1995:** "Any violations occurring prior to January 1, 1995, of any of the following laws shall be disposed of as if chapter 154, Laws of 1994 were not enacted and such laws continued in full force and effect: \*RCW 42.17.130, chapter 42.18 RCW, chapter 42.21 RCW, and chapter 42.22 RCW." [1994 c 154 § 226.]

**\*Reviser's note:** RCW 42.17.130 was recodified as RCW 42.17A.555 pursuant to 2010 c 204 § 1102, effective January 1, 2012.



## King County

### Transportation, Economy and Environment Committee

#### STAFF REPORT

<b>Agenda Item:</b>	9	<b>Name:</b>	John Resha
<b>Proposed No.:</b>	2014-0059	<b>Date:</b>	February 4, 2014
<b>Invited:</b>			

#### SUBJECT

A motion expressing King County council's support for a ballot measure for local transportation funding through the King County Transportation District (TBD).

#### SUMMARY

Proposed Motion 2014-0059, if adopted, would express the King County Council's support for the submittal to the voters by a TBD (if formed) of ballot proposition going to the voters of King County.

#### BACKGROUND

King County Council is considering legislation (Proposed Ordinances 2013-0526 and 2013-0527) that would create a countywide transportation benefit district. If formed, the district would be a municipal government with its own separate taxing authority. As such, the King County Council would not be the decision authority on what types or level of revenues the district could seek.

#### ANALYSIS

The proposed motion, as under consideration, also recommends to the TBD that the following should be included in a ballot measure from a countywide TBD (if formed):

**Revenue sources and amounts:** \$60 Vehicle Fee and 0.1% Sales and Use Tax

**Use and Distribution:**

- 60% - distributed for Metro Transit purposes
- 40% - distributed (by population) to Cities and Unincorporated King County for roadway and other transportation purposes

**Low Income Rebate**

Include a \$20 low income rebate of vehicle fees paid  
(as authorized/defined in RCW 36.73.067)

**ATTACHMENTS**

1. Proposed Motion 2014-0059

## King County Executive's Proposed Countywide Transportation Benefit District (TBD) 2015 Countywide Distribution Estimates

Updated 1/21/2014

### Major Assumptions

TBD revenue is based on the adoption of a \$60 license fee and 0.1% countywide sales tax. The table below shows the estimated distribution among jurisdictions, assuming 40% of total TBD revenue is allocated to cities and the unincorporated area based on population.

Allocation to Local Jurisdictions (40%)  
\$52,218,600

Jurisdiction	Population Estimate (2013) <sup>1</sup>	Population Percentage	2015 TBD Distribution
Algona	3,075	0.2%	\$81,000
Auburn (KC portion)	64,320	3.2%	\$1,694,700
Beaux Arts	290	0.0%	\$7,600
Bellevue	132,100	6.7%	\$3,480,500
Black Diamond	4,170	0.2%	\$109,900
Bothell (K.C.portion)	23,440	1.2%	\$617,600
Burien	48,030	2.4%	\$1,265,500
Carnation	1,785	0.1%	\$47,000
Clyde Hill	2,980	0.2%	\$78,500
Covington	18,100	0.9%	\$476,900
Des Moines	29,730	1.5%	\$783,300
Duvall	7,120	0.4%	\$187,600
Enumclaw	11,100	0.6%	\$292,500
Federal Way	89,720	4.5%	\$2,363,900
Hunts Point	395	0.0%	\$10,400
Issaquah	43,249	2.2%	\$1,139,500
Kenmore	21,170	1.1%	\$557,800
Kent	120,500	6.1%	\$3,174,900
Kirkland	81,730	4.1%	\$2,153,400
Lake Forest Park	12,680	0.6%	\$334,100
Maple Valley	23,910	1.2%	\$630,000
Medina	3,000	0.2%	\$79,000
Mercer Island	22,720	1.1%	\$598,600
Milton (K.C.portion)	840	0.0%	\$22,100
Newcastle	10,640	0.5%	\$280,300
Normandy Park	6,350	0.3%	\$167,300
North Bend	6,020	0.3%	\$158,600
Pacific	6,675	0.3%	\$175,900
Redmond	55,840	2.8%	\$1,471,300
Renton	95,540	4.8%	\$2,517,300
Sammamish	48,060	2.4%	\$1,266,300
SeaTac	27,310	1.4%	\$719,600
Seattle	626,600	31.6%	\$16,509,500
Shoreline	53,670	2.7%	\$1,414,100
Skykomish	195	0.0%	\$5,100
Snoqualmie	11,700	0.6%	\$308,300
Tukwila	19,160	1.0%	\$504,800
Woodinville	10,990	0.6%	\$289,600
Yarrow Point	1,015	0.1%	\$26,700
<b>Cities Total:</b>	<b>1,745,919</b>		
<b>Uninc. King County:</b>	<b>235,981</b>	<b>11.9%</b>	<b>\$6,217,600</b>
<b>King County</b>	<b>1,981,900</b>		

<sup>1</sup> Source: Washington State Office of Financial Management, 2013 estimate, adjusted for annexations.



## Proposed countywide Transportation Benefit District (TBD)

- RCW 36.73 authorizes a county to form a TBD to fund transportation improvements.
- King County Council members would constitute the governing board of the District.
- Voters must approve funding sources. A measure could be put on the ballot as early as this April.
- Intent is for the District to pass funds through to Metro for transit and to cities and King County for roads and local transportation purposes.

## Proposed revenue sources

- Combination of revenue sources to generate approximately \$130 million.
- Single King County ballot measure in 2014 would ask voters to approve two funding sources:
  - \$60 annual vehicle fee, which would take effect after the \$20 congestion reduction charge expires in June 2014.
    - Would generate approximately \$80 million per year.
  - 0.1% increase in sales tax.
    - Would generate approximately \$50 million per year.
    - Expires after 10 years.
- Other TBD options were considered:
  - tolling – requires state authorization
  - property tax – for one year only, or multi-year for debt retirement
  - development impact fees – would generate limited revenue from new development

## Proposed distribution of revenue

- 60 percent to Metro Transit (\$80 million in 2015).
- 40 percent to cities and King County for roads and transportation purposes; allocated based on population (\$50 million in 2015).

## Uses of revenue

- Transit service and buses.
- Road and bridge maintenance, preservation and improvement.
- Pedestrian, non-motorized and other transportation improvements.

## Average household impact

- Based on estimates of the average household in King County, the estimated household impact is approximately \$11 per month for the \$60 vehicle fee and 0.1% sales tax combined. (\$8 of this is from the vehicle fee and \$3 is from the sales tax).

## Comments or questions?

If you have a comment or question about the proposal to form a Transportation Benefit District, please contact the King County Council at 206-296-1000 or [council@kingcounty.gov](mailto:council@kingcounty.gov).

## Frequently asked questions

### **Why is the County considering formation of a TBD?**

Without additional revenue, Metro will have to reduce up to 17 percent of its service beginning this year. The amount of funding available for the county road system in 2014 is \$85 million; the cost to keep roadway system assets in their current (2014) condition is estimated to be \$135 million. The TBD is a transportation funding mechanism available now under state law.

### **Would the vehicle fee be assessed in addition to the \$20 congestion reduction charge?**

The congestion reduction charge (CRC) expires in June, so the vehicle fee would not be stacked on top of it.

### **Is the proposed \$60 vehicle fee added on top of an existing city TBD \$20 vehicle fee?**

Yes, the statute provides authority for this countywide TBD to have a voter approved vehicle fee up to \$100. City TBDs continue to have authority to impose their separate \$20 councilmanic fee and to go to their voters for approval of a vehicle fee for their city TBD up to a maximum of \$100.

### **Do any cities use the sales tax for their TBD?**

Yes. The City of North Bend has a 0.2% sales tax. The proposed County 0.1% sales tax would be added to North Bend's tax.

### **Is a low-income rebate available?**

Yes. The TBD statute allows for a low-income rebate program. This option is being studied and the County Executive will work with the County Council as they discuss the proposal.

### **What would the sales tax increase bring the overall sales tax rate to in King County?**

The current total sales tax rate in King County within the Sound Transit district is 9.5%. Outside of the Sound Transit district, the rate is 8.6% (except for North Bend, which is 8.8%). This proposal would bring the rates to 9.6% and 8.7% respectively (8.9% in North Bend).

### **What could Metro do with \$80 million?**

Funding from the proposed TBD allocation to Metro would be sufficient to cover the identified shortfall, eliminating the need to make the proposed cuts and enabling Metro to operate the current level of service and buy replacement buses. Metro would continue to use its service guidelines to evaluate the transit system and make service changes to achieve efficiencies. The proposed allocation would not be enough to pay for the level of service called for in Metro's service guidelines.

### **What could the King County Road Services Division do with \$6.2 million?**

Since 2009, the county road fund has shrunk by one-third as a result of annexations, lower property valuations, and lower gas-tax revenues. In response, the King County Road Services Division has reduced its workforce by 40%, affecting its ability to respond to regionwide snow storms, perform maintenance, and make capital improvements. Priorities for spending include drainage and flood protection, road maintenance, and paving. The proposed allocation to Road Services—about \$6.2 million in 2015—is far less than the revenue needed to keep roadway system assets in their current (2014) condition. The County Executive remains committed to working toward broader funding solutions for the county roads system.

### **How will some of the revenue be divided among the county and cities?**

Forty percent of the revenue collected from the King County Transportation District would be used for county road and city street improvements, with allocations to each city and unincorporated King County based on population.

# Metro Transit's finances: an overview

Metro relies on sales tax for about half of its operating funds, and the economic slump has caused a drop in revenue to support bus service. Since 2009 we have avoided systemwide service reductions by taking a range of actions to cut costs, boost revenue, and improve operational efficiency. However, after temporary funding runs out in mid-2014, Metro will not have the resources to maintain the current level of service—even with recent economic growth in King County.

This paper provides context about Metro's financial situation. It explains where Metro's funding comes from, how the money is spent, what we've done to preserve service so far, and the process of planning service reductions in case no new funding becomes available.

## Where does Metro's funding come from?

Metro's primary revenue source is local sales tax. Washington State law allows for a local sales tax of up to 0.9 percent for transit agencies. This tax must be approved by the voters.

Before 2000, Metro relied on the state's motor vehicle excise tax (MVET) for nearly one-third of its revenue. In 2000, following voter approval of Initiative 695, the state legislature eliminated the MVET for transit agencies. Today, Metro receives less than 1 percent of its funding from the state.

After the MVET was eliminated, King County voters approved a 0.2 percent sales tax increase, from 0.6 percent to 0.8 percent, replacing a portion of the lost MVET revenue. The remainder of the lost revenue was offset by administrative cuts and a fare increase. In 2006, voters approved an additional 0.1 percent sales tax increase for the Transit Now program, which was intended to expand the system and create RapidRide. As a result of this increase, Metro is one of a handful of transit agencies in the state that are at the maximum allowable 0.9 percent sales tax level.

Metro's increased reliance on sales tax made our ability to provide bus service more dependent on economic conditions. Sales tax is volatile; receipts can vary substantially with the ups and downs of the region's economy.

As shown in Fig. 1, other significant revenue sources for Metro are fares and federal grants. Grants can also fluctuate significantly depending on reimbursement activities and regional guidelines for project selections.

Metro operates Sound Transit's Link light rail and Regional Express Bus service, and receives contract payments from Sound Transit to cover the operating costs.

Smaller revenue sources include property tax and the temporary Congestion Reduction Charge, which expires in June 2014.

Total Metro revenue in 2012 was approximately \$837 million, of which sales tax was the source of nearly 50 percent.

Note: This paper uses 2012 data, the most recent audited data available, unless otherwise noted.

Fig. 1  
2012 Revenue by Source  
Total: Approx. \$837 million

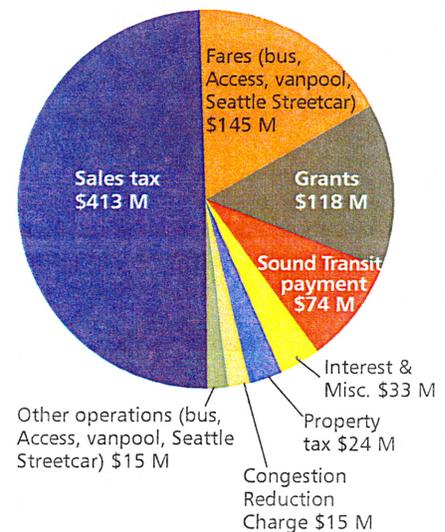
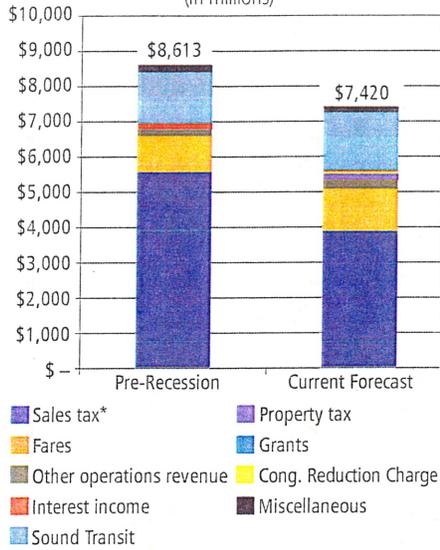


Fig. 2  
**Metro Revenue 2009-2017**  
 (in millions)



\*Based on August 2013 OEFA forecast

Metro’s revenues from various sources have changed as a result of the recession (see Fig. 2). Sales tax receipts fell from \$442 million in 2007 to \$375 million in 2010, and have not yet returned to pre-recession levels. Just before the economic downturn, Metro had embarked on the Transit Now service expansion program. Sales tax was projected to make up 64 percent of this program’s funding between 2009 and 2017. As a result of the recession, sales tax contributions declined to 52 percent.

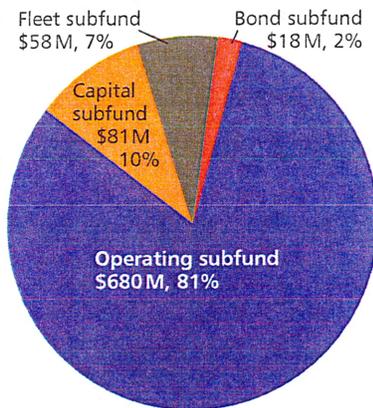
The proportion of revenue from fares grew during this period as fares were increased four times; Metro’s financial plan assumes future fare increases. Revenue from grants fluctuated based on the timing of competitive awards from the Federal Transit Administration.

### How are Metro’s funds spent?

Metro’s management follows adopted fund management policies which ensure that sufficient resources are set aside to operate services, replace the bus fleet, maintain facilities in a state of good repair, and pay for debt service. The budget is separated into subfunds that have designated purposes: fleet replacement, bond payments, capital infrastructure, and day-to-day operations.

As shown in Fig. 3, the largest share (81 percent) of Metro’s funds are disbursed for operations, including bus, paratransit, vanpool and contracted service. The balance is used for the capital program (10 percent), fleet replacement (7 percent), and debt service (2 percent). In total, Metro spends about \$777 million per year based on the current estimates for 2009-2017.

Fig. 3  
**2012 Revenue Distribution by Subfund**  
 (M=million)



### Metro’s operating budget: the largest share of expenditures

In 2012, Metro’s total annual operating cost was approximately \$635 million. The majority of the funds went toward operating and maintaining bus service and related facilities. Metro provided about 3.5 million annual hours of bus service. In addition, Metro operates Sound Transit Regional Express Bus and Link service, for which we are reimbursed.

The operating budget provides for labor, fuel, and maintenance of about 1,400 buses, 1,300 vanpool vans, 340 Access vehicles, and 570 support vehicles. It supports the maintenance of 130 park-and-ride lots and about 8,500 bus stops, including 1,900 with shelters. This budget also covers maintenance and operation of the Downtown Seattle Transit Tunnel, seven transit bases and other facilities.

Fig. 4  
**2012 Operating Expense by Program**

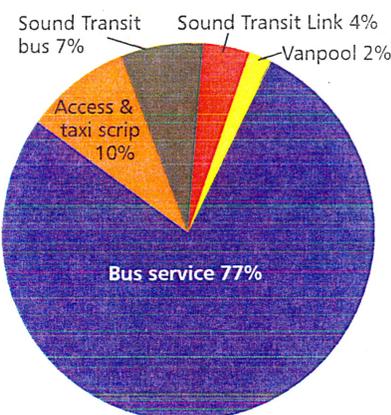


Fig. 4 shows the percentages of Metro’s 2012 operating costs by major program. The largest expenditure, 77 percent, is for Metro’s fixed-route bus service, which cost nearly \$500 million in 2012.

Factors that influence Metro’s bus operating costs include inflation and a transition to larger vehicles. By moving to larger vehicles, Metro has increased seat capacity by 12 percent since 2007; this extra capacity is helping Metro serve growing ridership. Another factor is Metro’s contracted service with Sound Transit Link light rail, which began in 2009 and grew to more than \$30 million in 2013. Sound Transit (Link light rail and Regional Express Bus service) now accounts for 11 percent of Metro’s operating budget, up from 7 percent in 2007.

Metro also operates Access paratransit service for people with disabilities who are unable to use regular buses. Paratransit service is required by the Americans with Disabilities Act. Its operating cost per ride is much higher than regular bus service.

Other services in the operating program are dial-a-ride transit (DART), Seattle Streetcar, and the vanpool and rideshare programs. Metro operates one of the largest publicly owned vanpool programs in the nation.

Fig. 5 shows the percentage of Metro’s operating budget that goes toward wages and benefits, materials and fuel, services, and purchased transportation. Over two-thirds of Metro’s operating expenditures are for wages and benefits for approximately 4,500 employees, including 2,700 part- and full-time bus drivers. Changes in benefit programs and labor agreements have saved Metro \$36 million since 2009 and are forecast to save \$17 million annually (in wages) in the future.

Services include items such as the Metro Transit Police provided under contract by the King County Sheriff, security guards, and central government services and overhead functions. Purchased transportation includes services such as Access paratransit and DART.

**How Metro’s operations measure up**

Metro’s and King County’s strategic plans emphasize performance and accountability. Metro uses a number of industry performance measures to evaluate bus service productivity and cost efficiency, including:

- Cost per hour
- Total ridership (measured by number of annual boardings)
- Boardings per hour
- Cost per mile
- Cost per rider
- Farebox recovery (percent of bus operating costs recovered through fares)

Average cost per hour is one measure Metro uses to monitor how much is spent on operating bus service. Most of the total cost (about 70 percent) comes from the direct costs of putting buses on the road: wages and benefits for bus drivers,



vehicle maintenance, fuel or power, and insurance. These costs vary directly with the operation of bus service.

In addition to direct costs, there are costs for support functions that are critical to the successful delivery of service. These include information technology, safety, and security; management and administrative services including human resources, payroll,

accounting, budget, and planning; and maintenance of bases and passenger facilities. Because Metro is part of a large, general-purpose government, support is also provided by the county council and executive offices.

Fig. 6 illustrates all of these component costs and shows how the average cost per hour of providing Metro bus service has changed since 2007.

Fig. 5  
**Operating Expense by Account, 2012**

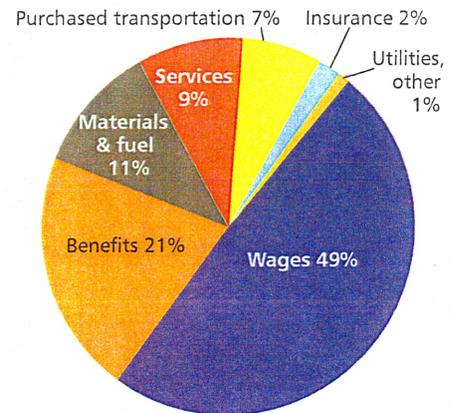


Fig. 6  
**Metro Bus Operating Cost Per Hour**

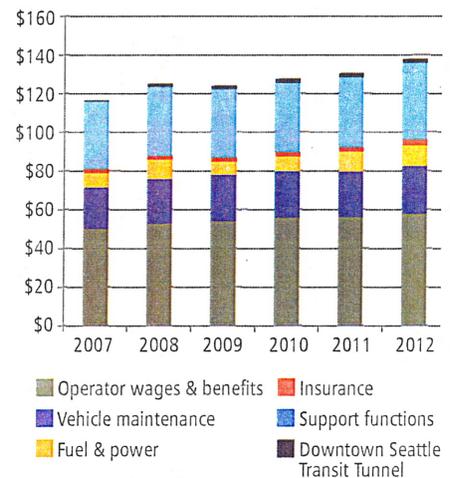


Fig. 7  
Metro Farebox Recovery Rate

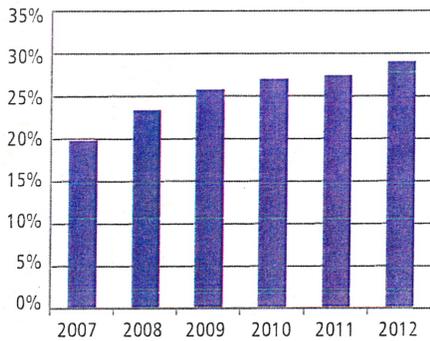


Fig. 8  
Annual Boardings (millions)

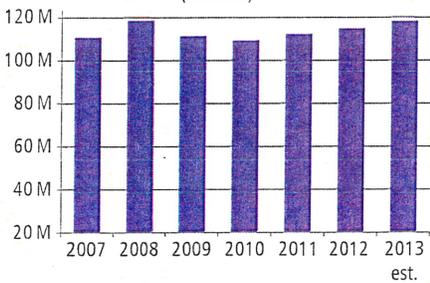
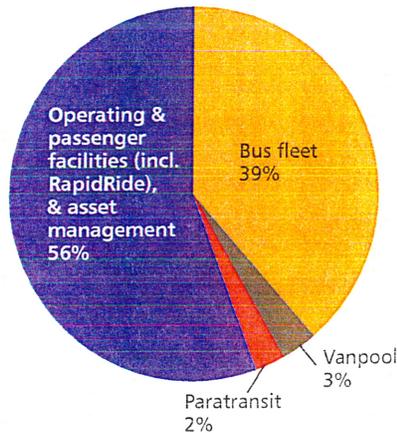


Fig. 9  
Capital Project Expense by Category 2007-2013



Compared to its peers—the other 29 largest bus transit agencies in the United States—Metro ranked eighth highest in operating cost per hour in 2012, at around \$136 per hour. The average cost per hour for the peer group was about \$123. However, Metro ranked 19th for the average annual percentage growth in operating cost between 2007 and 2012. Compared to the peer group, Metro’s operating cost per hour reflects relatively heavy reliance on large articulated coaches, which are more expensive than smaller coaches but provide operating efficiencies. A unique cost for Metro is the maintenance and operation of the Downtown Seattle Transit Tunnel, which supports efficient operation and quality service in the busy Seattle core.

On other performance measures, Metro’s rank among its peers varied. Metro was 14th highest in operating cost per passenger mile at \$.99. The peer group average is \$.98 per passenger mile.

On cost recovery from fares, Metro ranked 13th among peers at about 29 percent, above the average cost recovery of 27.8 percent. Fig. 7 illustrates how Metro’s farebox recovery as a percentage of operating costs has gone up in recent years. This is due in large part to four successive fare increases from 2008 through 2011 that led to the highest farebox recovery rate Metro has had.

In 2012, Metro ranked 10th in total ridership with around 115 million total boardings, and 15th in boardings per hour. Fig. 8 illustrates Metro’s annual ridership from 2007 to 2012 and the 2013 estimated ridership, which is very close to the record ridership that occurred in 2008, before the recession.

On the measure of cost per rider, Metro ranked eighth at \$4.25 per boarding; the peer average is \$3.72. This performance measure varies among peer agencies depending on factors such as population density and land use, which contribute to trip length for passengers.

### Metro’s capital program

In addition to operating expenses, Metro spends money on its capital program for vehicles, facilities and technology systems.

As part of Metro’s effort to manage during the recession, the capital program has been reduced since 2008. In 2009, we canceled projects to improve speed and reliability, bus layover space in downtown Seattle, a new maintenance facility for the Waterfront Streetcars, and trolley wire upgrades. We have also replaced fewer buses and shelters, delayed computer replacements, and reduced the scope of changes to the RapidRide corridor improvement projects, lighting upgrades at park-and-rides, and accessibility improvements at bus zones.

Fig. 9 illustrates where Metro spent its capital dollars between 2007 and 2013. In recent years, the capital program has been focused on replacing aging infrastructure and elements of the fleet, such as the electric trolley buses. A significant amount of capital program funding comes from federal grants. Large amounts of grant funding were spent on the RapidRide program in 2011 and 2012. In general, bus replacements have been scaled back to match the reduction in service that is currently projected, while bus life cycles have also been extended

beyond federal minimums. The “other” category represents programs such as operating and passenger facilities, general asset maintenance, and RapidRide facilities. Much smaller amounts are typically spent on paratransit and vanpool capital needs.

### Metro’s funding situation today

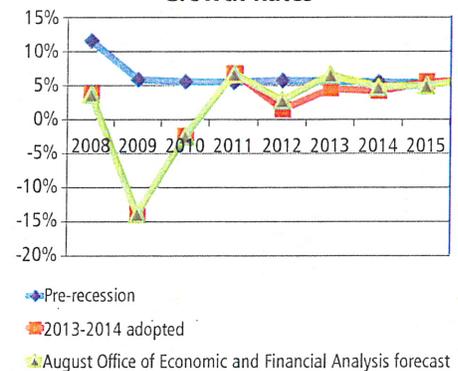
The effects of the recession and Metro’s heavy reliance on sales tax have affected our ability to sustain service. For the period 2009 through 2015, Metro is expected to collect \$1.2 billion less sales tax than was projected before the recession. Fig. 10 shows the year-to-year changes in the sales tax growth rates. In 2009 and 2010, the decline represented actual year-to-year reductions in the amount of sales tax collected.

As the economic downturn began, Metro, the King County Council, and the King County Executive took actions to compensate for the declining sales tax and preserve service. Altogether these actions saved or gained \$798 million in 2009 through 2013 and resulted in ongoing annual revenue and lower expense totaling \$148 million. See page 7 for details about the actions taken and the results.

While sales tax collections are expected to return to the 2008 levels in 2014, the purchasing power of those funds in 2014 is not the same as it was in 2008. An analysis prepared by King County’s Office of Economics and Financial Analysis (OEFA) shows that using 2013 dollars, sales tax collected in 2013 is \$58 million lower than 2007. Operating cost projections in the adopted budget for 2014 are higher than experienced in 2008. A number of factors have contributed to the increased cost, including:

- **Higher levels of bus service.** Since 2008, bus service has grown by 4 percent, largely from the addition of RapidRide, SR-520 and Alaskan Way Viaduct Mitigation services. These higher service levels increase program costs and support ridership growth.
- **Increase in the costs of the federally mandated paratransit program.** Costs for paratransit services, which are mandated by the Americans with Disabilities Act, have grown by 25 percent since 2008. Metro contracts out all paratransit services via competitive bids.
- **Security costs have grown by more than 80 percent since 2008.** These include the costs of enhanced security in the tunnel, increased policing, and fare enforcement activities.
- **Insurance and risk management costs have increased by more than 60 percent since 2008.**
- **Older buses.** We have extended the life of our fleet and deferred some bus replacements until service reductions occur or sustainable funding is available to support replacement. Older vehicles are more expensive to operate and maintain.
- **Inflationary increases to materials and utilities** have increased costs since 2008.
- **Changes in the way vendors provide systems.** Where previously we purchased systems as a capital cost, vendors have shifted to models that include

Fig. 10  
Transit Sales Tax – Year-to-Year Growth Rates



more annual costs such as licenses and maintenance fees. While operating costs have increased, capital program costs have declined.

- **Wages and benefits (adjusted for the changes listed on previous page) have grown by 10 percent since 2008.** Metro and the County have taken actions to reduce the rate of growth. For example, we negotiated agreements with employees to waive a cost of living increase in 2011 and reduce the future rate of wage growth by setting a 0 percent COLA floor. We saved \$10 million in health care costs for 2007-2011 from our employees' participation in the Healthy Incentives program, which has decreased the growth rate of the County's health care cost from 9.8 percent to 5.8 percent. The projected future health care cost growth rate is 4 percent.
- **Pension costs have increased by more than 40 percent.** Pension contribution rates are set by the Washington State Legislature.

Other revenue-backed activities have also increased Metro's total costs, most notably the start of Link light rail service in 2009. This service is provided under contract with Sound Transit. Although Sound Transit reimburses Metro for the costs, Metro's program expenses include these costs.



*Metro's ridership has rebounded faster than sales tax, nearly reaching the 2008 peak level with an estimated 118 million passenger boardings in 2013— leading to many routes being overcrowded.*

### The funding gap today

Metro is continuing to implement cost controls and new efficiency measures. However, after available cash savings have been depleted and the Congestion Reduction Charge expires in mid-2014, Metro's adopted 2013-2014 budget assumes that annual revenues will fall \$75 million short of what is needed to maintain the current level of service into the future.

In the absence of a new funding source, Metro is planning to make major service cuts in 2014 and 2015. To close a \$75 million gap, Metro would have to eliminate approximately 600,000 hours of bus service—about 17 percent of the 3.5 million service hours in the system. The actual amount could change depending on our financial situation at the time reductions are approved. After OEFA's March sales tax forecast is released, the King County Executive will consider making revisions to the service reduction proposal. However, indications are that annual sales tax may be approximately \$10 to \$12 million better than projected—not enough to close the \$75 million gap.

We used our service guidelines to develop our service reduction proposal. The guidelines were recommended by the Regional Transit Task Force and adopted by the King County Council as part of Metro's Strategic Plan for Public Transportation 2011-2021.

The guidelines set priorities for making cuts or changes. For example, the first priority is to cut the lowest-performing service that duplicates other service, doesn't carry enough riders as a peak-period service, and operates in a corridor where service is above or at the target service level.

**Actions taken to reduce costs, boost revenue, and preserve bus service, 2009-2013**

**Ongoing productivity/efficiency actions** – Saved \$204 million (\$93 million ongoing annual savings)

- Took efficiency actions recommended by 2009 Performance Audit of Transit, including changing bus schedules to reduce bus downtime.
- Negotiated agreements with employees that reduced the growth of pay through furloughs and pay freezes.
- Cut more than 100 staff positions that did not directly affect service.
- Eliminated 75,000 hours of less-used bus service and adopted new service guidelines as part of Metro’s strategic plan.
- Deferred 350,000 hours of service expansion.

**Revenue-related actions** – Increased revenue by \$145 million (\$55 million ongoing annual revenue)

- Raised fares four times in four years, a total 80 percent increase, contributing to 29 percent farebox recovery rate in 2012.
- County Council used tools provided by the legislature, permanently allocating a portion of the property tax levy to Metro (while reducing other property taxes so taxpayers don’t pay more), and adopting two-year Congestion Reduction Charge.
- Eliminated Ride Free area in downtown Seattle.

**One-time actions (cash savings) to sustain service pending longer-term solutions** – Saved \$344 million

- Reduced the capital program
- Reduced the bus replacement reserve fund by \$100 million, as recommended by the 2009 Performance Audit.
- Used half of the operating reserve fund to support service.
- Realized benefits from the County’s employee health program.

Altogether, these actions have realized \$798 million, including \$93 million in ongoing annual cost reductions and \$55 million in increased revenue.

Fig. 12  
Summary of Actions and Results

Actions	Cumulative Total through 2013	Ongoing Annual Savings
<b>I. Ongoing productivity/efficiency actions</b> <ul style="list-style-type: none"> <li>• Transit program efficiencies                             <ul style="list-style-type: none"> <li>Scheduling efficiencies \$34 million</li> <li>Non-service and staff reductions \$55 million</li> <li>Other program efficiencies \$15 million</li> </ul> </li> <li>• Bus service reductions \$23 million</li> <li>• Labor cost savings \$36 million</li> <li>• Service deferrals \$41 million</li> </ul>		<ul style="list-style-type: none"> <li>\$13 million</li> <li>\$14 million</li> <li>\$ 5 million</li> <li>\$ 8 million</li> <li>\$17 million</li> <li>\$36 million</li> </ul>
<b>II. Revenue-related actions</b> <ul style="list-style-type: none"> <li>• Fare increases \$145 million</li> <li>• Property tax \$66 million</li> <li>• Congestion Reduction Charge (temporary) \$39 million</li> <li>• Ride Free Area elimination \$ 2 million</li> </ul>		
<b>III. One-time actions (cash savings)</b> <ul style="list-style-type: none"> <li>• Capital program cuts \$180 million</li> <li>• Fleet replacement reserves \$ 93 million</li> <li>• Operating reserves \$ 41 million</li> <li>• 2009 savings, i.e. hiring freeze \$ 20 million</li> <li>• Healthy Incentives program \$ 10 million</li> </ul>		
<b>TOTAL</b>	<b>\$798 million</b>	<b>\$148 million</b>



### Metro Transit facts

- Metro provided 118 million passenger trips in 2013 (est.).
- 1,300 vanpools provided nearly 3.5 million passenger trips.
- Paratransit service provided 1.5 million trips for riders who are elderly or have disabilities.
- Total annual operating budget: approx. \$680 million (2012).
- Number of employees: 4,500
- Number of buses: 1,400. More than half are electric trolleys or hybrids.
- More than half of Metro's regular riders are commuters.
- Metro service keeps an estimated 175,000 cars off local roads every weekday.
- Nearly 1,600 business and institutions participate in Metro's pass program.
- Metro has 214 bus routes county-wide, including four RapidRide lines with two more starting in 2014.
- Metro operates Sound Transit Link light rail and express bus service as well as the South Streetcars.

King County Metro Transit  
King Street Center, KSC-TR-0415  
201 S Jackson St  
Seattle, WA 98104

[www.kingcounty.gov/metro](http://www.kingcounty.gov/metro)

Most county offices will be closed Feb. 17 in observance of Presidents Day. →



Feb. 10, 2014

### Council approves formation of Transportation Benefit District

#### Agency would administer funds generated to maintain transit service, support transportation infrastructure

The Metropolitan King County Council today gave its unanimous approval to the formation of a Transportation Benefit District (TBD)—a separate taxing district that has the authority to generate revenue for transit, roads and other transportation projects.

"With formation of a countywide Transportation Benefit District, King County now has a potential tool for funding preservation of Metro Transit service and maintenance of local roads and transportation infrastructure," said Council Chair Larry Phillips. "Without new revenue, King County faces transit service cuts of up to 17 percent and at least a \$50 million annual gap for the maintenance of county roads."

"This is an important step in a process of placing a measure on the ballot, which would allow the public to consider staving off cuts to Metro bus service," said Council Vice Chair Joe McDermott.

"I appreciate the unanimous approval of this critical legislation by my colleagues. It will allow us to ask the voters to make necessary investments in our transit and road systems," said Councilmember Rod Dembowski, chair of the Council's Transportation, Economy and Environment Committee, and author of the ordinance creating the District. "As we move forward, I am committed to ensuring that the TBD uses the authority granted by law for rebates of vehicle license fees to low-income taxpayers to ensure that any funding measure is as progressive in nature as possible."

The Transportation Benefit District is similar in structure to the King County Ferry District and King County Flood Control District, with the members of the County Council acting as the TBD Board. The TBD will have the authority to acquire, construct, improve, provide and fund transportation improvements identified in the transportation plan of the Puget Sound Regional Council, the county or a city within the County.

"Forming the TBD is a vital first step, but the final choice will be made by the voters of King County if the District chooses to send something to the ballot," said Councilmember Larry Gossett.

"The county's roads and transit budget shortfalls have reduced our ability to provide these regional and local services at levels previously provided," said Councilmember Kathy Lambert. "The creation of the TBD provides additional options for potential transportation revenues that could help offset these shortfalls."

The Transportation Benefit District will be able to consider funding options and determine whether to propose sending a measure to raise revenue for the district to county voters.

# CWD System Extension - Phase 1A



Existing

Existing

Existing

Future CWD

INTERTIE METER

DWA

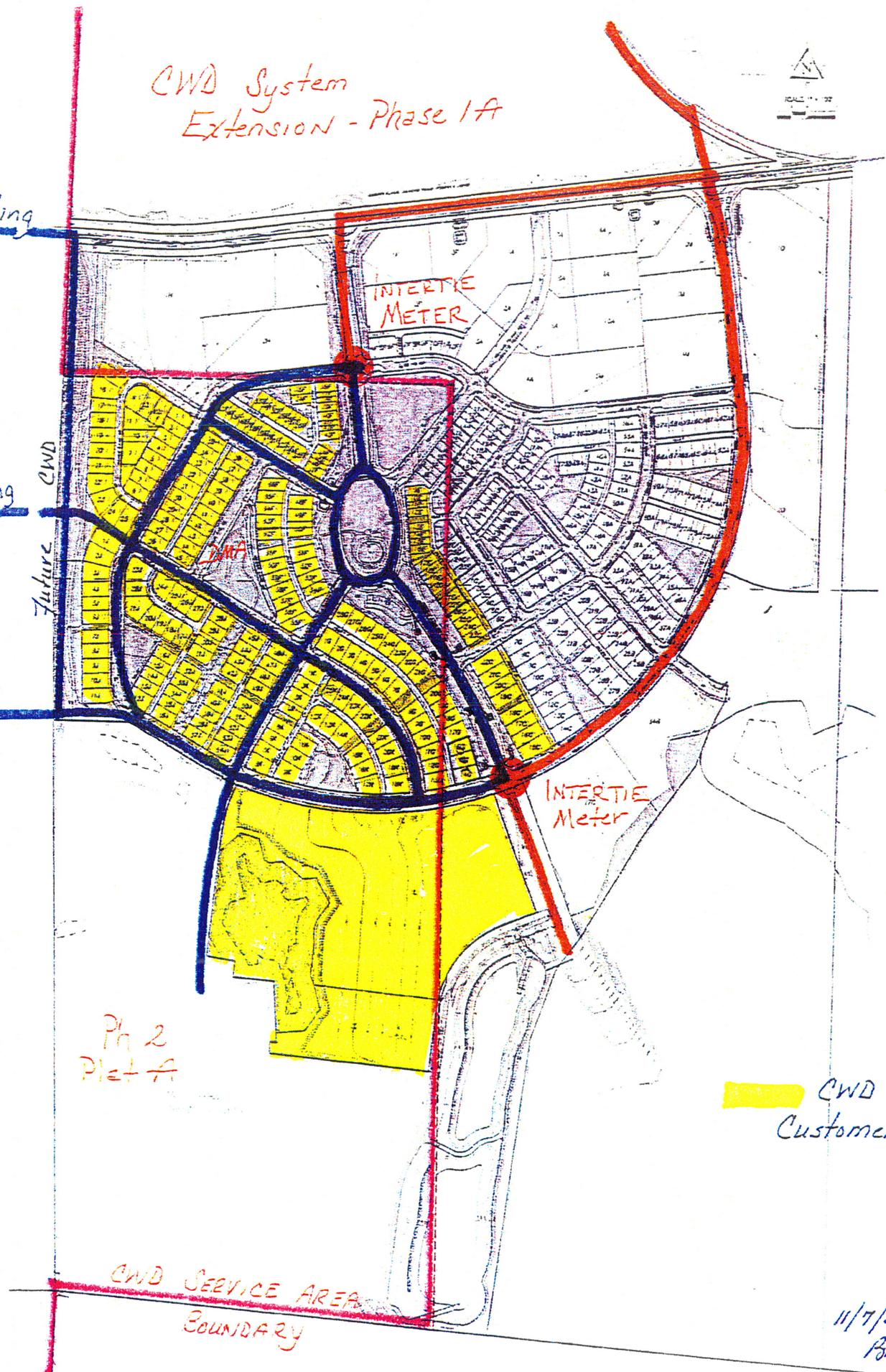
INTERTIE METER

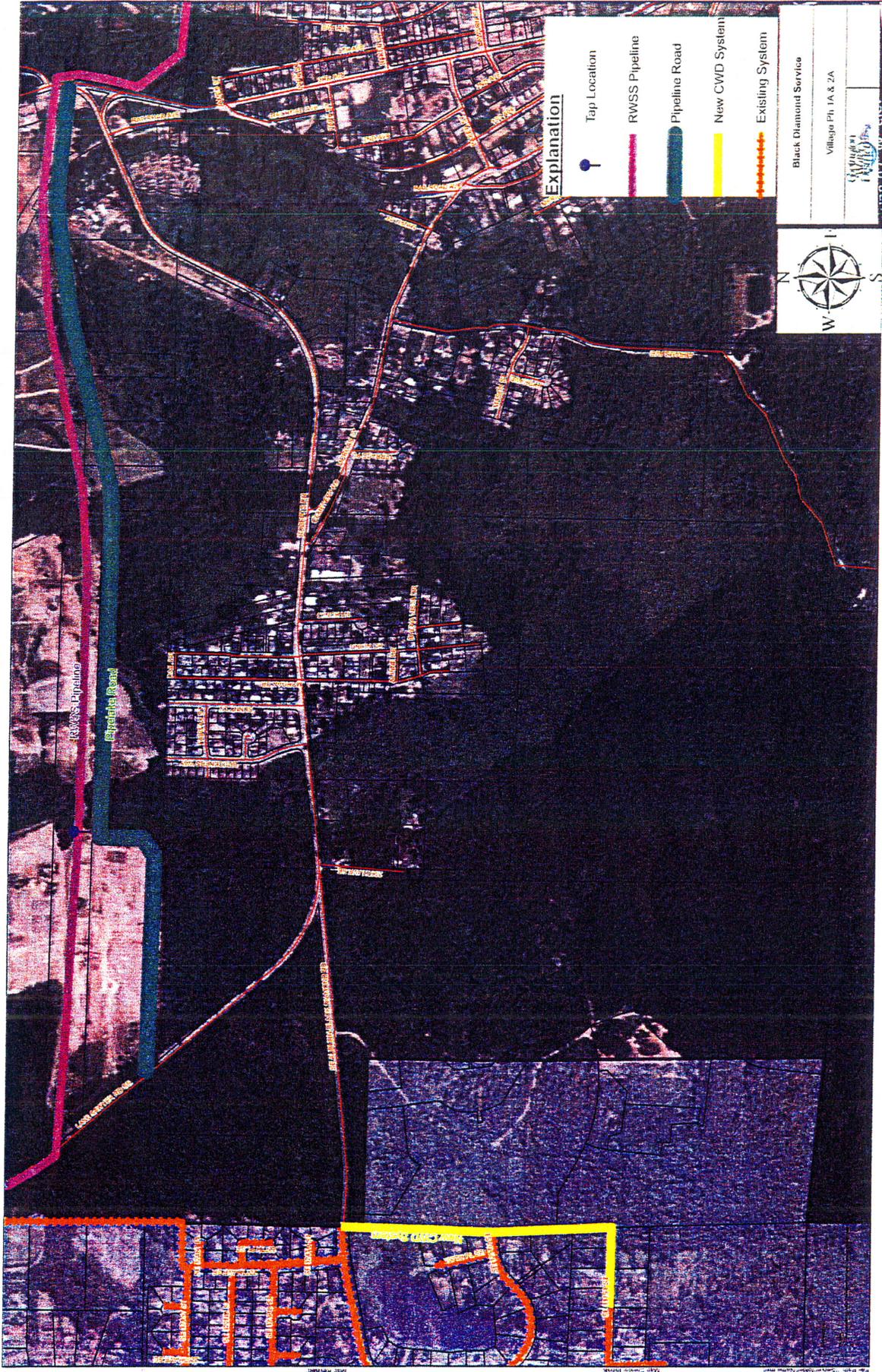
Ph 2 Plot A

CWD Customers

CWD SERVICE AREA BOUNDARY

11/7/2013  
BARB





Map Date: 11/15/2011  
 Map Scale: 1" = 100'

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

<b>SUBJECT:</b> <b>Agenda Bill No. 14-024,</b> <b>Authorizing a Professional Services Agreement with Parametrix, Inc. for the design of the Lawson Street Sidewalk project in accordance with Resolution No. 14-930</b>	<b>Agenda Date: February 20, 2014</b>		<b>AB14-024</b>
	Mayor Dave Gordon		
	City Administrator Christy Todd		
	City Attorney P. Stephen DiJulio		
	City Clerk – Brenda L. Martinez		
	Community Development – Stacey Welsh		
	Finance – May Miller		
	Economic Development – Andy Williamson		
	Parks/Natural Resources – Aaron Nix		
	Police – Chief Kiblinger		
Cost Impact (see also Fiscal Note): <b>\$53,116.40</b>			
Fund Source: Transportation Improvement Board Grant /Real Estate Excise Tax II			
Timeline: Winter/Spring 2014	Public Works – Seth Boettcher		<b>X</b>
	Court Administrator – Stephanie Metcalf		

**Agenda Placement:**  Mayor  Two Councilmembers  Committee Chair  City Administrator

**Attachments: Resolution No. 14-930, Professional Services Agreement, Transportation Improvement Board Grant Budget Sheet, Capital Improvement Program project page**

**SUMMARY STATEMENT:**

On December 12, 2013, the City Council approved a grant agreement with the State Transportation Improvement Board for \$264,691 to install a sidewalk on the north side of Lawson Street from SR 169 to Sixth Ave. This action is to hire Parametrix to complete a 90% design of the sidewalk feature and prepare plans and specification in preparation to advertise this project for a public bid in June.

**Project Description:** This project will provide 6 ft. wide sidewalks along the north side of Lawson Street from SR 169 to 6<sup>th</sup> Ave. Some channeling of storm water will be necessary with the installation of a curb. This project is a portion of the planned capital improvement project identified as T7. Parametrix is providing transportation engineering services for the City and is very capable of providing the design services for this project. There may be a chance to complete this project in 2014 if no major delays are encountered through the design process.

**FISCAL NOTE (Finance Department):** The Transportation Improvement Board grant for this project has a 5% local match requirement. In consultation with the Public Works Director an additional contingency is proposed from the grant matching fund for a proposed total project budget of \$304,691. Because the Transportation Improvement Board Grant award was not known until late last year, the revenue for the project expenses were not included in the adopted 2014 budget. When the first budget amendment is processed in 2014, the Finance Department will include the following budget for the project:

<b>Proposed Project Budget</b>			
<b>Revenue</b>	<b>Description</b>	<b>Expenses</b>	<b>Description</b>
\$264,691	Transportation Improvement Board	\$ 53,116	Design Expenses
\$ 40,000	Grant Matching (contingency)-Real Estate Excise Tax (REET II)	\$210,000	Construction Costs
		\$ 41,575	Project Mgmt. & Contingency
<b>\$304,691</b>	<b>TOTAL</b>	<b>\$304,691</b>	<b>TOTAL</b>

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

**RECOMMENDED ACTION: MOTION to adopt Resolution 14-930 authorizing the Mayor to execute a Professional Services Agreement with Parametrix, Inc. for the design of the Lawson Street Sidewalk project.**

<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 20, 2014		

**RESOLUTION NO. 14-930**

**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 PARAMETRIX FOR THE DEVELOPMENT OF DESIGN AND BID MATERIALS FOR THE LAWSON STREET SIDEWALK PROJECT**

**WHEREAS**, the City of Black Diamond is in need of design services for the Lawson Street Sidewalk project; and

**WHEREAS**, the City received a grant from the State of Washington Transportation Improvement Board in the amount of \$264,691; and

**WHEREAS**, The City has Real Estate Excise Tax funds in a grant matching account available to match the Transportation Improvement Board grant for full funding of the project; and

**WHEREAS**, the City has selected Parametrix to provide transportation related consulting services to the City; and

**WHEREAS**, Parametrix has the expertise and experience to provide the City with the design services necessary 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, substantially in the form as approved by the City attorney, with Parametrix for an amount not to exceed \$53,116.40. Any changes to the professional services agreement as reviewed by the City Council, including its attachments and exhibits, will be further reviewed by the City attorney prior to execution by the Mayor.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20<sup>TH</sup> DAY OF FEBRUARY, 2014.**

CITY OF BLACK DIAMOND:

---

Dave Gordon, Mayor

Attest:

---

Brenda L. Martinez, City Clerk

## CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated \_\_\_\_\_, 2014 and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher Phone: 360-886-5711 Fax : 360-886-2592

and

Parametrix, Inc. ("Consultant")

1019 39<sup>th</sup> Avenue SE, Suite 100

Puyallup, WA 98374

Contact: Austin Fisher, P.E. Phone: 253-604-6600 Fax: 253-604-6799

Tax Id No.: 91-0914810

for professional services in connection with the

### Lawson Street Sidewalk, Phase I project

## TERMS AND CONDITIONS

### 1. Services by Consultant

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

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

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

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

## **2. Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work Exhibit "A" in a timely manner with the goal of final completion being submitted to the City by May 30, 2014 for City review and approval. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.

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

2.3 Consultant is authorized to proceed with services upon execution of this agreement.

## **3. Compensation**

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$53,116.40 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

## **4. Payment**

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

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

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

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

## **5. Discrimination and Compliance with Laws**

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

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

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

## **6. Suspension and Termination of Agreement**

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

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

## **7. Standard of Care**

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. 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. 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 indemnify, and hold the City, its officers, employees, agents and volunteers harmless from all reasonable claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the negligent acts, errors, or omissions of Consultant or its sub-consultants in performance of this Agreement, except for injuries and damages caused by the concurrent 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, and the City's officers, employees, agents or volunteers it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

## **10. Insurance**

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

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, Commercial General Liability and Professional Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

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

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

## **11. Assigning or Subcontracting**

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

**12. Independent Contractor**

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

**13. Notice**

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

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

With a copy to: City Attorney  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

**14. Disputes**

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

**15. Attorney Fees**

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

**16. General Administration and Management on Behalf of the City**

16.1 The City Administrator for the City, or his/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.

**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 Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant. 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 Contractor warrants and represents that the Contractor has not, nor has any other member, employee, representative, agent or officer of the Contractor, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

CITY OF BLACK DIAMOND

CONSULTANT

By: \_\_\_\_\_

Dave Gordon

Its: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By:

\_\_\_\_\_  
Brenda L. Martinez  
City Clerk

## EXHIBIT A - SCOPE OF WORK

---

### City of Black Diamond Lawson Street Sidewalk Improvements

#### GOALS AND OBJECTIVES

The goals and objectives of this Scope of Work include:

- Prepare plans, specifications, and an opinion of probable cost for the construction of sidewalk on Lawson Street from SR 169 to 6th Avenue.

#### Task 1 – Project Management and QA/QC

##### *Goal*

Maintain constant and thorough communications with the City of Black Diamond to maximize teamwork and productivity. Maintain control of the project scope, budget, and schedule. Provide quality service and products to the client.

##### *Approach*

The approach to Task 1 includes:

- Schedule and coordinate the work of all team members and ensure that work is completed accurately and within scope and budget.
- Perform a quality control review of all deliverables prior to submittal to the City.
- Coordinate project documentation to include:
  - Prepare necessary project correspondence to support the project work.
  - Provide all work products to the client for review in accordance with the scope and schedule.
  - Assure that the Draft and Final deliverables are in compliance with the scope of work and professional standards and provide meaningful input into the design process.
- Coordinate with City staff on all aspects of project completion to include:
  - Prepare and submit monthly progress billings to the City.
  - Provide additional identification of issues and proposed solutions if unforeseen issues arise.

##### *Deliverables*

The deliverables for Task 1 consist of the following:

- Monthly progress reports. The monthly report, addressing progress of the work, shall include as appropriate:
  - Summary of actual versus scheduled cost.
  - Summary of actual versus scheduled progress.
  - Narrative to define unanticipated issues, responsive action requirements by Parametrix.

- Additional progress reports or identification of unanticipated issues as needed.
- Independent quality reviews of all project deliverables.

### ***Project Schedule***

It is assumed the contract will be complete by May 30, 2014. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.

### **Task 2 – Survey**

#### ***Goal***

To provide a base map for use in preparing the contract documents.

#### ***Approach***

##### ***2.1 Mapping***

Parametrix will perform topographic mapping. Mapping limits will include surface features within the existing right-of-way (ROW). Using record information and existing monuments, Parametrix surveyors will establish horizontal and vertical control along Lawson Street from the southern edge of pavement to the northern ROW limit from SR 169 to 50 feet past 6th Avenue. Mapping will consist of locating existing improvements and ground conditions within the above-described right-of-way. Parcel lines and right-of-way limits will be based upon the applicable public records. Ground features including tops and toes, breaks, edge of pavement, and ditches will be mapped at sufficient detail to create 1-foot contours. Structures such as fences, driveways, overhead utilities, and other physical visible improvements will be mapped. An underground utility locate firm will be hired to mark buried utilities such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the field work has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2014.

##### ***2.2 AutoCAD Base Map Preparation***

Parametrix will process survey field data and generate an AutoCAD drawing showing the existing conditions.

Parametrix will show the existing ROW for the project corridor and parcel lines adjacent to the ROW on the northern side of Lawson Street.

An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings will be used to help identify locations and type of utility.

### ***Deliverables***

The deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.
- Triangular Integrated Network (TIN) surface for use in design.

### ***Assumptions***

Following are the assumptions for Task 2:

- Title reports will not be ordered for this work; boundary information will be based upon recorded information available from King County.
- Property corners will not be set, nor will a Record of Survey be prepared.

## **Task 3 – Preliminary Design**

### ***Goal***

To develop a preferred sidewalk plan for use in preparing bidding documents in Task 4.

### ***Approach***

Parametrix will use the base map prepared in Task 2 to prepare plan view layouts of the sidewalk from SR 169 to 6th Avenue. Up to three (3) alternatives will be prepared for the alignment/placement of a sidewalk from 4th Avenue across the frontage of the police department building. The alternatives will look at impacts to parking and circulation around the police department building and council chambers.

The City will review the alternatives and notify Parametrix of the preferred alternative prior to work starting on Task 4 Final Design.

Parametrix will prepare a stormwater technical memorandum documenting how the project will meet the minimum requirements of the City's stormwater manual.

### ***Deliverables***

The deliverables for Task 3 include:

- Roll plots for up to three (3) sidewalk plans and parking lot/circulation plans (1 inch =40 feet or smaller) on bond and in electronic (PDF) format.
- Preliminary Opinion of Cost in MS Excel format.
- Stormwater Technical Memorandum.

### *Assumptions*

Following are the assumptions for Task 3:

- Documents and figures will be prepared using Parametrix internal company production standards.
- The new impervious surface area created by the new sidewalks is not anticipated to require stormwater mitigation. Changes in the project scope that would exceed thresholds for stormwater mitigation will be considered as additional services not included in this scope of work or in the budget estimate.
- Comments received on the preliminary design will be incorporated into the 90% plans, specifications, and opinion of cost included in Task 4.

### **Task 4 – Final Plans, Specifications, and Estimate**

#### *Goal*

To prepare 90% design level plans, contract documents, and opinion of cost for review by the City and subsequently prepare final plans, contract documents and opinion of cost for bidding.

#### *Approach*

Parametrix will prepare 90% plans and contract specifications, including bidder qualification criteria appropriate for project, all in accordance with the City's design guidelines.

Anticipated plan sheets include:

- Cover Sheet and Legend (2 Sheets).
- Typical Sections (1 Sheet).
- Alignment, Demo, and TESC Plan (2 Sheets).
- Sidewalk Plan and Profile (3 Sheets).
- Details (2 Sheets).

Parametrix will prepare the contract documents to approximately a 90% level of completion and will prepare an opinion of cost based upon the work included in the plans. The City will review the 90% submittal and return written comments to Parametrix for incorporation into the final bidding documents.

#### *Deliverables*

The deliverables for Task 4 include:

- Five (5) copies of Draft (90%) Plans and Contract Documents (includes half-size plans) for review by the City.
- Five (5) copies of the Final Plans and Contract Documents (includes half-size plans) and electronic (PDF) copy.
- Electronic copy of the plans (TIFF/PDF formats) and Contract Documents (PDF and MS Word) for online bidding and plan centers.

- Electronic copy of the 90% opinion of cost (MS Excel format).
- Electronic copy of the Final opinion of cost (MS Excel format).

*Assumptions*

Following are the assumptions for Task 4:

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).
- The contract documents will be prepared using the 2014 WSDOT Standard Specifications.

**END OF PROPOSAL**

Exhibit B

Phase	Task	Description	Labor Dollars	Labor Hours	Task	Description	Labor Dollars	Labor Hours	Task	Description	Labor Dollars	Labor Hours	Task	Description	Labor Dollars	Labor Hours						
		Lawson Street Sidewalks	\$51,632.90	403			\$205.00	\$125.00														
		Project Management & QA/QC	\$3,767.94	25																		
		Progress Reports and Invoices	\$1,707.94	13																		
		Coordination	\$820.00	4																		
		QC Review	\$1,240.00	8																		
		Survey	\$3,680.00	32																		
		Field Work	\$1,680.00	16																		
		Prepare Base Map	\$840.00	8																		
		Establish ROW & Prop Lines	\$1,160.00	8																		
		Preliminary Design	\$8,960.00	64																		
		Preliminary Layout Roll Plots	\$5,640.00	40																		
		Preliminary Opinion of Cost	\$1,910.00	14																		
		Stormwater Technical Memo	\$1,410.00	10																		
		Final Plans, Specs & Estimate	\$35,224.96	282																		
		90% Plans	\$13,640.00	104																		
		Cover Sheet & Legend (2)	\$0.00	0																		
		Typical Sections (1 Sheet)	\$1,000.00	8																		
		Alignment, Demo & TESC (2 Sheet)	\$2,410.00	18																		
		Sidewalk Plan & Profile (3 Sheets)	\$8,320.00	64																		
		Details (2 Sheets)	\$1,910.00	14																		
		90% Contract Specifications	\$9,510.88	82																		
		90% Opinion of Cost	\$1,910.00	14																		
		Final Plans	\$4,410.00	34																		
		Final Contract Specifications	\$3,404.08	30																		
		Final Opinion of Cost	\$1,410.00	10																		
		Assemble and Deliver Bidding Docs	\$940.00	8																		
<b>Labor Totals:</b>			\$51,632.90	403	44	260	8	16	8	11	46	8	2	\$9,020.00	\$32,500.00	\$1,160.00	\$1,680.00	\$840.00	\$1,210.00	\$3,810.64	\$1,240.00	\$172.26

**SUBCONSULTANTS**

Subconsultant Name	Amount
Applied Professional Services Inc	\$704.00
<b>Subconsultant Total:</b>	<b>\$704.00</b>

**DIRECT EXPENSES:**

Description	Amount
B & W 8.5 x 11	\$300.00
B & W 11 x 17	\$110.00
Mileage	\$169.50
WA Survey Equipment	\$126.00
Wa Survey Vehicle	\$74.00
<b>Expense Total:</b>	<b>\$779.50</b>

**Project Total:**

<b>\$53,116.40</b>
--------------------

## PROJECT FUNDING

Enter Requested Total TIB Funds \$ 264,691 Max TIB ratio 95.0%  
 Is this a construction ready project? NO  
 Are TIB funds distributed proportionally through all project phases? YES

Fill out total costs in F43 to F47. Do not fill in TIB Funds

Enter the Total Project Costs to the nearest dollar in cells F43 to F47

Phase	Total Project	TIB Funds	Local Funds
Design Engineering	55,000	52,250	2,750
Right of Way		0	
Construction Engineering	3,000	2,850	150
Construction Other			
Construction Contract	220,622	209,591	11,031
<b>TOTAL</b>	<b>278,622</b>	<b>264,691</b>	<b>13,931</b>
Noneligible Engineering Engineering exceeding 30% of eligible construction costs is not eligible for TIB reimbursement			0
Other Noneligible Costs (i.e. landscaping greater than 5% of eligible construction cost)			
<b>TOTAL ELIGIBLE COST</b>			<b>278,622</b>
TIB Matching Ratio Total TIB Funds/Total Eligible Cost			<b>95.0%</b>

## FUNDING PARTNERS

Source	Public or Private	Commitment Letter	Amount
BLACK DIAMOND	Public	Not in CIP	13,931
<b>TOTAL</b>			<b>13,931</b>
<b>Local funds are correct</b>			

## CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

Rebecca Olness  
 Agency Official Signature  
Rebecca Olness, Mayor  
 Printed or Typed Name & Title

8-22-13  
 Date Signed

## Capital Improvement Plan 2014 - 2019

Project for the

**Street Department**

**# T7**

**PROJECT TITLE**

**Lawson Street Sidewalk**

**13.05**

**DESCRIPTION**

Construct 2150 feet of new 5 foot concrete sidewalk on the north side of Lawson Street to from SR 169 to the east boundary of Lawson Hill Estates. This project does not include curb gutter or street widening. Project cost \$850,000.

**BACKGROUND**

Lawson Hill Estates and the surrounding area is within 1 mile of the elementary school on Baker Street. The City is partnering with the School District to seek Safe Routes to School grants for this project. It is anticipated that additional funding will be needed to cover the entire cost. Transportation Improvement Board Funding and or potentially MPD mitigation funding may also be available. The City and the School District are planning to cooperate and jointly apply for this grant in 2014 for funding in 2015, and 2016.

**COMMENTS**

The timing of this project may have to wait for the pedestrian mitigation assistance from the Lawson Hills developer for this project. Other grant funding may also be available to complete the total funding.

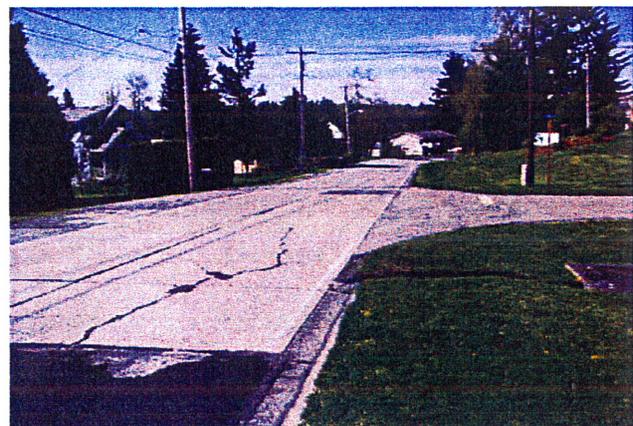
**CAPITAL PROJECT COSTS**

Land/Right of Way  
Design Engineering  
Construction Costs  
**TOTAL COSTS**

		Capital Plan 2014 - 2019					
Total \$ Requested 2014-2019		2014	2015	2016	2017	2018	2019
Land/Right of Way	20,000		20,000				
Design Engineering	85,000		85,000				
Construction Costs	745,000			745,000			
<b>TOTAL COSTS</b>	<b>850,000</b>	-	105,000	745,000	-		
Total \$ Requested 2014-2019		2014	2015	2016	2017	2018	2019
Safe Route to School Grant	395,000			395,000			
TIB Pedestrian Grant	150,000			150,000			
Developer/Impact Fees/SEPA	305,000		105,000	200,000			
<b>TOTAL SOURCES</b>	<b>850,000</b>	-	105,000	745,000	-	-	-

**REQUESTED FUNDING**

Safe Route to School Grant  
TIB Pedestrian Grant  
Developer/Impact Fees/SEPA  
**TOTAL SOURCES**



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Agenda Bill No. 14-025,</b> <b>Confirming the Mayor's Planning</b> <b>Commission Appointments in</b> <b>accordance with Resolution No. 14-931</b>	<b>Agenda Date: February 20, 2014</b>	
	<b>AB14-025</b>	
	Mayor Dave Gordon	X
	City Administrator Christy Todd	
	City Attorney P. Stephen DiJulio	
	City Clerk – Brenda L. Martinez	
	Community Development – Stacey Welsh	
	Finance – May Miller	
	Economic Development – Andy Williamson	
	Parks/Natural Resources – Aaron Nix	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source:	Public Works – Seth Boettcher	
Timeline:	Court Administrator – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 14-931</b>		
<b>SUMMARY STATEMENT:</b>  Position No. 7 and Position No. 8 of the Black Diamond Planning Commission expired on December 31, 2013. Staff advertised for the vacancies in 2013 and early 2014 and six applications were received. After review of the applications the Mayor is seeking confirmation of his appointments of Brian Weber to Position No. 7 and Gary Davis to Position No. 8; both terms expire on December 31, 2017.		
FISCAL NOTE (Finance Department): N/A		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 14-931, confirming the Mayor's Planning Commission appointments.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 20, 2014		

**RESOLUTION NO. 14-931**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
CONFIRMING THE MAYOR'S APPOINTMENTS TO THE  
PLANNING COMMISSION**

**WHEREAS**, in accordance with Black Diamond Municipal Code 2.24.010, members of the Planning Commission shall be appointed by the Mayor and confirmed by the City Council; and

**WHEREAS**, this Resolution confirms the Mayor's appointments to the City of Black Diamond Planning Commission;

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

**Section 1.** That the Mayor's appointment of Brian Weber to the City of Black Diamond Planning Commission Position No. 7 is hereby confirmed; said term to expire on December 31, 2017.

**Section 2.** That the Mayor's appointment of Gary Davis to the City of Black Diamond Planning Commission Position No. 8 is hereby confirmed; said term to expire on December 31, 2017.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20<sup>TH</sup> DAY OF FEBRUARY, 2014.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Dave Gordon, 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		
<b>SUBJECT:</b> Agenda Bill No. 14-026, Confirming the Mayor's 2014 Regional Committee Appointments in accordance with Resolution No. 14-932	<b>Agenda Date: February 20, 2014</b>	
	<b>AB14-026</b>	
	Mayor Dave Gordon	X
	City Administrator Christy Todd	
	City Attorney P. Stephen DiJulio	
	City Clerk – Brenda L. Martinez	
	Community Development – Stacey Welsh	
	Finance – May Miller	
	Economic Development – Andy Williamson	
	Parks/Natural Resources – Aaron Nix	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source:	Public Works – Seth Boettcher	
Timeline:	Court Administrator – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 14-932</b>		
<b>SUMMARY STATEMENT:</b>  This resolution is to formally adopt the Mayor's 2014 Regional Committee appointments.		
<b>FISCAL NOTE (Finance Department):</b> N/A		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 14-932, confirming the Mayor's 2014 Regional Committee appointments.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 20, 2014		

**RESOLUTION NO. 14-932**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
CONFIRMING THE MAYOR'S REGIONAL COMMITTEE  
APPOINTMENTS**

**WHEREAS**, in accordance with the Council Rules of Procedure Section 17.2.2 the Mayor shall appoint Council representatives to intergovernmental councils, boards, and committees; and

**WHEREAS**, this resolution is to formalize the Mayor's 2014 Regional Committee appointments;

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

**Section 1.** The following are the Mayor's 2014 Regional Committee appointments:

**Water Resource Inventory Area Committee (WRIA 9)**  
Councilmember Erika Morgan

**Growth Management Planning Council (GMPC)**  
Councilmember Tamie Deady

**Sound Cities Association – Public Issues Committee (PIC)**  
Councilmember Janie Edelman

**South County Area Transportation Board (SCATBd)**  
Councilmember Carol Benson

**South East Area Transportation Solutions (SEATS) Coalition**  
Councilmember Carol Benson

**Sound Cities Association – Mental Illness and Drug Dependency Oversight Committee**  
Councilmember Carol Benson

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT  
A REGULAR MEETING THEREOF, THIS 20<sup>TH</sup> DAY OF FEBRUARY, 2014.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Dave Gordon, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk