

RESOLUTION NO. 08-496

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT BETWEEN
PARAMETRIX AND THE CITY OF BLACK DIAMOND**

WHEREAS, the City Council approved a request by YarrowBay to proceed with environmental impact statement development in November 2007; and

WHEREAS, the City desires to retain the services of a consultant skilled in representing local governments in the development of environmental impact statements for master planned communities or other large projects in Western Washington; and

WHEREAS, the City of Black Diamond published a Request for Qualifications for firms to perform such work and interviewed all responsive firms in February; and

WHEREAS, a selection panel determined that Parametrix has superior qualifications and is willing and able to perform the above-mentioned services;

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

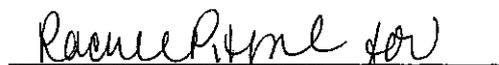
Section 1. The Mayor is authorized to execute a professional services agreement with Parametrix for the development of environmental impact statements for Lawson Hills and The Villages as contained in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17th DAY OF APRIL,
2008.**

CITY OF BLACK DIAMOND:


Howard Botts, Mayor

Attest:


Brenda L. Streepy, City Clerk

PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF BLACK DIAMOND
And
PARAMETRIX, INC.
Regarding
ENVIRONMENTAL SERVICES

This Professional Services Agreement ("Agreement"), for reference purposes only, is dated April 17, 2008 ("Agreement Date") and is entered into by and between

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

25510 Lawson Street

Black Diamond, WA 98010

Contact: Gwendolyn Voelpel

Phone: 360-886-2560

Fax : 360-886-2592

and

Parametrix, Inc. ("Consultant")

1231 Fryer Avenue

P.O. Box 460

Sumner, WA 98390

Contact: Susan Graham

Phone: 253-501-5139

Fax: 253-863-0946

Tax Id No.: 91-9014810

for professional services in connection with the preparation of Environmental Impact Statements (EIS's) for the Lawson Hills and the Villages developments in Black Diamond (the "Project"), and such other environmental services as may be added by addendum to the Agreement.

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. Any work performed by the Consultant outside the Scope of Work, for which there has not been written authorization from the City shall be deemed a donation to the City and there will be no charge for the same. The Consultant shall not be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

Professional Services Agreement



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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. It is anticipated that the City may request the environmental services of Consultant relative to preparation of the City's critical areas ordinance (CAO). The parties are currently discussing the scope, schedule and budget for Consultant's services relative to the CAO and anticipate that an amendment to the Agreement will be executed within the next 30 days.

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 in accordance with the schedule attached to this contract as Exhibit "C" ("Schedule").

2.2 Time is of the essence as to the performance of the work provided in the Scope of Work and thus adherence to the Schedule is a material and substantial consideration for the City entering into the Agreement. Consultant will diligently 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.

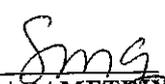
2.3 Consultant is authorized to proceed as of the Agreement Date.

3. Compensation

3.1 TIME AND MATERIALS NOT TO EXCEED. Compensation for the services to be provided in the Scope of Work shall not exceed the total Budget Amount of \$578,750 as set forth in Exhibit B-1, although the line items may be exceeded, so long as the total compensation amount is not exceeded. If the City authorizes additional services not included in the Scope of Work, including the addition of other projects, such as the CAO project referenced above, then the additional fee for services shall be calculated using the rate structure set forth in Exhibit B-2, and a written amendment shall be executed by the parties. Consultant acknowledges that only the City Council has the authority to authorize additional payment for additional services.

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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 the City within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement. Invoices shall have sufficient detail so that the City can determine the work performed, by whom, and upon what date, with the corresponding rate authorized by the Agreement. The City shall retain 10 % of the billed amount (not including reimburseable costs or amounts to be paid to subconsultants) until the Project is completed and the final environmental impact statements are accepted. The retainage shall be maintained by the City in an interest bearing account and upon release of the retainage the Consultant shall also receive the interest. The amount of interest shall be in addition to the earned compensation.

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. In the event of termination or suspension the Consultant shall not be entitled to any compensation for overhead, lost profits or other consequential expenses, except to the extent they are included in the hourly rates for work performed.

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.

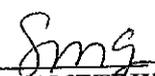
8. Ownership of Work Product

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.

Professional Services Agreement


CITY


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

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

10. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

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

13. Notice

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

Professional Services Agreement


CITY


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

With a copy to: Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424
Fax: 253-922-5848

Consultant: Parametrix, Inc.
P.O. Box 460
Sumner, WA 98390
Fax: 253-863-0946

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 designee, 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.

17. Extent of Agreement/Modification

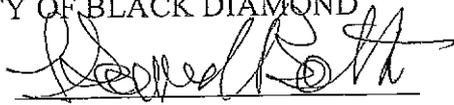
17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting

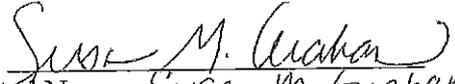
Professional Services Agreement


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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.

CITY OF BLACK DIAMOND
By: 
Howard Botts
Its: Mayor
Date: April 17th, 2008

CONSULTANT
By: 
Printed Name: Susan M. Graham
Its: Program Manager
Date: April 17, 2008

Attest:

By: 
Brenda Streepy
City Clerk

ATTACHMENT A

City of Black Diamond The Villages and Lawson Hills Environmental Impact Statement Phase I Scope

Parametrix, Inc.

April 9, 2008

BACKGROUND

The City of Black Diamond has required the preparation of Environmental Impact Statements for The Villages and Lawson Hills Master Plan Developments (MPD), which were recently acquired by the YarrowBay Group. The Villages includes 1,170 acres southwest of the town center, and is proposed for mixed use development to include residential, retail, commercial, office, educational, recreational, and open space. The Lawson Hills MPD includes 376 acres, located to the north and east of downtown. Proposed uses are consistent with those for The Villages. Specific site design and layout, total square footage by use, and other details have not yet been identified. During the course of the EIS for both MPDs, several alternatives will be developed. These alternatives, and their associated impacts and mitigation, will be open for public input and comment. At the culmination of the EIS process, a preferred alternative for each MPD will be identified.

ENVIRONMENTAL IMPACT STATEMENT

Environmental documentation for The Villages and Lawson Hills will include preparation of an Environmental Impact Statement (EIS) and related supporting documents and materials as described in the following items. The EISs will be prepared to meet the requirements of the State Environmental Policy Act (SEPA) and Black Diamond municipal code 19.04. Primary guidance for the EIS will be the SEPA Guidelines WAC 197-11. In addition, the EISs will also need to assess climate change which will include assessment of the King County Executive Order on the Evaluation of Climate Change Impacts and other information on assessment methodology.

This Scope of Work provides for:

- Task One -- Project Management
- Task 2: Scoping (Identification of key issues; public outreach plan)
- Task 3 -Affected Environment Preliminary Investigation (peer review)
- Task 4, Draft EIS (DEIS) – Identification of Alternatives, including impacts and mitigation
- Task 5, Final EIS (FEIS) – Address public comments on DEIS; SEPA Official approval; publish final document

DRAFT FOR CLIENT REVIEW ONLY

*City of Black Diamond The Villages and Lawson Hills
Environmental Impact Statement
DRAFT Scope of Work Phase I*

Assumptions applicable to all tasks:

- The Consultant will provide deliverables to the City electronically in MS Word or pdf format (CD).
- For each deliverable, the Consultant contact will collate comments and work with City staff to resolve conflicts among reviewers.
- For each applicable deliverable there will be two opportunities for City staff to comment on the documents produced in this scope of work, unless otherwise specified. The first review sequence for the preliminary draft will be comprehensive and will raise all substantive issues. Up to three additional review sequences may be needed.
- The scope assumes that all GIS products that will be used in the analysis by the Consultant will be based on King County GIS system data.
- The applicant (YarrowBay Group) will provide the Consultant with all existing information and technical studies on the site and on features of the proposal in electronic document format (MS Word where available) or hard copy and CADD files constituting the concept plan.
- Review by the applicant of any analysis prepared by the Consultant will be entirely at the discretion of the City. The City will provide the applicant any copies of Consultant work it deems appropriate for applicant review and/or comment. The City will direct the Consultant as to the action to be taken in addressing any applicant comments.

TASK 1 - PROJECT MANAGEMENT

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

- Schedule and coordinate the work of all team members and assure that work is completed accurately and within scope and budget.
- Hold monthly team meetings to coordinate schedule requirements and review technical data and other matters of significance to the progress of the work.

Coordinate project documentation, including:

- Prepare necessary project correspondence to support the project work. Maintain electronic using Parametrix FTP site) and hard copy central files for written materials and deliverables.
- Provide all work products to the client for review in accordance with the scope and schedule.
- Assure that the Draft and Final EIS and all other 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, including the following:

- Prepare and submit monthly progress billings to City Administrator.

DRAFT FOR CLIENT REVIEW ONLY

- Provide additional identification of issues and proposed solutions if unforeseen issues arise
- Keep a log of Consultant team contact with other agencies and the public, and transmit cc's of emails and other correspondence to the City Project Manager

Deliverables

- Project Management Plan
- Monthly progress reports. The monthly report, addressing progress of the work, shall include, as appropriate:
 - A summary of actual versus scheduled cost
 - A summary of actual versus scheduled progress
 - A narrative to define unanticipated issues, responsive action requirements by the Consultant
- Additional progress reports or identification of unanticipated issues as needed

Assumptions

- The duration of contract is April 2008 through June 2009. Delays due to unforeseen circumstances (i.e. additional meetings, hearings, extended review periods) may result in additional effort necessary for project management and administration.
- *Project* budgets will be tracked at the Phase level. The individual *products* (DEIS and FEIS for Lawson Hills and The Villages MPDs) will not be tracked separately

TASK 2 - SCOPING

Phase 1 will apply to both The Villages and Lawson Hills collectively. Separate scoping meetings and documentation review are not required in order to solicit public comment and to review existing materials for adequacy in impact analysis. However, public comment will be categorized and summarized by MPD area, to the extent that a specific MPD is mentioned. Public comment on general topics, such as land use and cumulative impacts, will be compiled and included in both MPD files. Technical analysis that can be applied to both MPD areas will also be identified in this Phase. A strategy for preparing individual MPD analysis that also addresses the cumulative impacts will be prepared in Phase 1.

Goal:

To meet procedural and substantive requirements of the State Environmental Policy Act (SEPA) WAC 197-11-500 and BDMC 19.04 and ensure that the public, cooperating agencies and other agencies with expertise over elements of the environment or permit jurisdiction have input to assure complete and timely analysis.

Approach:

The scoping process identifies the range of alternatives and impacts and the significant impacts to be addressed in the EIS. Scoping allows the agency to identify potential environmental concerns or controversy early in the project development. SEPA rules require scoping during preparation of the draft EIS (WAC 197-11-408).

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Preparation for Public Scoping Meeting

Public Notice: Parametrix will prepare Notice of Scoping Meeting

Informational Displays: Parametrix will prepare mounted displays for the meeting consisting of:

- Vicinity on an aerial photo of the general area;
- Project Preliminary Plans – one for each MPD(to be provided by YarrowBay)
- Road and or lot map of the area in the immediate vicinity
- Preliminary list of project issues organized by element of the environment.

Informational Handouts: Parametrix will prepare a scoping information packet for attendees consisting of:

- Vicinity Map, or inset.
- Project Preliminary Plans for both The Villages and Lawson Hills
- Preliminary list of project issues organized by element of the environment.
- Questionnaire that can be filled out at the meeting or mailed into the city.

Attendance at Public Scoping Meeting:

Up to four (4) Parametrix staff will attend the scoping meeting, answer questions and make a presentation as directed by the City.

Agency Scoping Meeting

Prepare for and attend Agency scoping meeting.

Scoping Determination

Scoping Comment Tracking: Parametrix will compile and summarize public and agency comments received by element of the environment for inclusion in Scoping Determination. Parametrix will utilize our Comment Management Resource Tool (CMART) for comment tracking during Scoping and DEIS comment periods.

Revised Scoping Determination. Parametrix will provide a DRAFT Scoping Determination, consisting of additions to the DS and Scoping Determination.

Assumptions:

- Parametrix will prepare and the city will publish newspaper notices, print and mail notices, and post the property in accordance with city regulations and procedures.
- One public scoping meeting and one agency scoping meeting will be held. The agency scoping meeting will be convened at a city-owned facility.
- Up to four (4) Parametrix staff persons shall attend the public scoping meeting to make presentations and answer questions as necessary. Two (2) Parametrix staff will attend the agency scoping meeting.

DRAFT FOR CLIENT REVIEW ONLY

*City of Black Diamond The Villages and Lawson Hills
Environmental Impact Statement
DRAFT Scope of Work Phase 1*

- The public and agency meeting locations will be arranged by the City.
- The Applicant shall provide electronic versions of the concept plans at least 10 calendar days prior to the Scoping Meetings.
- The City and the Applicant shall provide comments from previous public meetings held in January and February of 2008. These comments will be included in preparing the initial list of issues to address.
- This scope and fee estimate assumes that approximately two hundred (200) comments will be received from agencies and the public.
- No more than two review cycles will be required for all draft materials.

Deliverables

- Informational Displays
- Informational Handouts
- Attendance at Scoping Meetings
- Scoping Comment Tracking – by individual MPD and for cumulative impacts using CMART
- Revised Scoping Determination.

Public Outreach Plan

Goal:

Prepare a Public Outreach Plan that encourages public input quarterly throughout the EIS process. This includes those activities required by SEPA (hearings), but also includes additional meaningful opportunities for input, education, and involvement.

Approach:

Starting with input gathered at previous public meetings (both applicant and City hosted), and building upon input received during scoping, prepare an Outreach Plan that offers varied methods for input and comment at key decision points throughout the EIS processes.

Deliverables:

- Public Outreach Plan Document
- Quarterly project updates for posting to City website (in Newsletter PDF format)
- Meeting announcement and postcard invitations

Assumptions:

- City staff will arrange for meeting rooms and locations
- Updated City website will be available for use as “Project Information Center”

DRAFT FOR CLIENT REVIEW ONLY

TASK 3 – AFFECTED ENVIRONMENT PRELIMINARY INVESTIGATIONS (PEER REVIEW)

Goal:

Compile and conduct peer review of technical information related to existing conditions and all technical studies performed to date, to assure that the EISs are based on adequate information to provide a full assessment of potential impacts and appropriate mitigation for both The Villages and Lawson Hills MPDs.

Approach:

Investigate existing information sources in order to:

- Expedite preparation of the EIS without unnecessary delay during the scoping process;
- Assess existing information from the applicant, agencies and other sources to determine if additional technical studies, field work, or data is needed. Revise scope of work for DEIS as needed based on peer review.

BUILT ENVIRONMENT

Land Use and Housing

Review applicable local and regional land use plans, policies, and regulations and policies including the existing Black Diamond Comprehensive Plan, zoning regulations, as well as current drafts of the proposed Comprehensive Plan and zoning, and King County planning documents including UGA policies as they pertain to regional issues. Assess the adequacy of the county GIS system and building permit records to characterize past development trends.

Aesthetics/Light and Glare

Collect and review pertinent documents that define the visual quality and aesthetics issues related to the site and vicinity. These reports include the Land Use Regulations and Policies, local comprehensive plans and policies, the City's proposed night/dark skies ordinance, and open space, pedestrian/bicycle routes, and recreation plans.

Historic and cultural preservation

Cultural resources will be addressed through research of existing secondary information prepared for the applicant and information in the files of the State Office of Archaeology and Historic Preservation.

Transportation

Collect and review primary and secondary information including the transportation analysis prepared for the applicant, existing city, county, state and regional transportation plans, existing traffic count data, future traffic projections from WSDOT, King County and the City, accident data, non-motorized facilities, city and county records of maintenance activities and cost, assess character and use of the local traffic circulation system. Contact schools and emergency response personnel to identify existing problems, if any. Assess adequacy of existing information for assessment of future impacts of the development at appropriate horizon years.

DRAFT FOR CLIENT REVIEW ONLY

Collected information will be confirmed by site reconnaissance.

Parks and Recreation

Identify existing and planned public park and recreation facilities. Identify sources and adequacy of information on existing patterns of off-road use. Identify restriction on use of public and private lands, including Open Space Protection Agreement with King County. Assess adequacy of existing information of impact assessment.

Public Services

Identify public service facilities provided to the area, including the type of service provided, service area boundaries, level of use, access requirements, barriers to providing service and other significant characteristics or values associated with each of the following public services:

- Fire
- Emergency Medical Service
- Police
- Schools

Utilities

Identify the location of public service facilities provided to the area, the type of service provided, service area boundaries, existing numbers of users, capacity of the system, established levels of service, regulatory approvals required, and other significant characteristics associated with:

- Water
- Wastewater
- Stormwater
- Solid waste
- Communications
- Cable television
- Electric power
- Natural Gas
- Mail and other Government services

Assess the adequacy of existing information for impact assessment.

Economic/Fiscal Analysis

This task will also include collecting available analysis prepared by applicant or other sources regarding impacts of proposed MPDs on the economic and fiscal conditions of Black Diamond, including impacts on public services and utilities. Based on this review, prepare scope of work needed to assess fiscal and economic impacts of each MPD individually and collectively.

Based upon the peer review to assess the adequacy of existing information for impact assessment, fiscal analysis will be prepared in Task 3, preparation of EIS.

Deliverables:

- Summary of information gathered is to be maintained in an “open-file” format.
- Information is to be summarized and evaluated for adequacy in Phase 2 (DEIS) and Phase 3 (FEIS) scope of work.

NATURAL ENVIRONMENT

Earth

Collection and review of existing studies, including studies prepared by or for the applicant, and other readily available information on soils, geology, surface topography, and sensitive areas including Coal Mine Hazards. Readily available information will be reviewed including, the soil survey, any soil log information in the vicinity, geologic surveys by USGS and WADNR, file information at the University of Washington, and geotechnical reports and Coal Mine Hazard reports that may have been prepared for other projects in the vicinity. One reconnaissance level field visit will take place. Evaluate information on adequacy to describe factors such as terrain, geology, soil types, and limits on development.

Air Quality

Collection and review of existing air quality information from the local Clean Air Authority, Department of Ecology and others, including boundaries of past and present non-attainment areas and maintenance areas. Review existing meteorological information for relevance in assessing impacts of construction and operation including use of wood stoves.

Water:

Collection and review of water resources issues information to address:

- Surface water locations, including existing drainage pathways and stormwater outfall locations;
- Water body typing, water quality classifications, Clean Water Act listing status, WRIA plans or other identified management strategies;
- Relation to geologic setting, soils class, and characteristics, erosion/sedimentation impacts of site development;
- Spill data (historical record of major spills, locations, extent, etc.);
- Relationship of surface water to wetlands;

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- Characterization of the groundwater resources and groundwater use including:
 - Review of Ecology well logs
 - Review of Ecology assessments related to new groundwater rights applications
 - Review of City of Black Diamond and Covington Water District well logs and records
 - Review of existing geological and groundwater reports
 - Review of file information at the University of Washington,
 - Lake Sawyer is a TMDL monitoring site

One reconnaissance level field visit is presumed.

Vegetation and Wetlands

Collection and review of existing studies and resources on existing vegetation in the project vicinity will include studies prepared by or for the applicant, review of recent aerial photos, and existing literature and a reconnaissance-level field visit. The characterization will include whether existing information is adequate for identification of the vegetation classes, dominant species, successional stage, human disturbance, and current use.

One reconnaissance level field visit will take place. No delineation or classification will be prepared or verified.

Wildlife, Fish, Endangered Species

Collection and review of existing information will include the baseline of existing environmental conditions for the area potentially affected by the proposal. Fish and wildlife species potentially affected by the project will be identified along with any potential suitable habitat, critical habitat. The nearest location of threatened, endangered or priority species and habitats will be identified through the WDFW Priority Habitat and Species (PHS) data. WDFW personnel will be contacted and phone interviewed.

One reconnaissance level survey of habitat conditions will take place.

Energy and Natural Resources

Existing information on woodstove use in the area will be collected from air quality agency or fire officials. Existing use of quarry and similar resources in the area will be assessed through city, county and DNR records.

Environmental Health/Noise

Noise conditions in the area will be characterized by review of existing studies and collection of noise monitoring information from up to four (4) sites in the vicinity consisting of 15 minute readings at locations to be coordinated with city staff.

One field reconnaissance visit is presumed.

Climate Change

Collect any analysis prepared by the applicant or other sources with regards to impacts on climate change. Review the proposed King County methodology for applicability.

Summary of Findings

Goal: prepare summary of findings from affected environment preliminary investigations (peer review); identify additional technical studies or field work needed in order to prepare DEIS.

Approach: Compile peer review and document/data review conducted by area experts. Outline additional studies and field work needed, if any. Revise DEIS scope as needed for Task 4.

Deliverables:

- Tech Memo organized by discipline area, including summary of findings in table format, including identification of additional work as determined during review.

TASK 4 -PREPARATION OF DRAFT EIS (DEIS)

Two separate DEIS and FEIS documents will be prepared – one for each MPD, The Villages and Lawson Hills. The EISs will run along somewhat concurrent paths, with Lawson Hills commencing first. The intent of the project schedule is to follow the same public and agency review schedules for both projects, including joint hearings and scoping meetings to the extent practical and possible.

A cumulative impacts analysis will be prepared for key elements of the environment, including transportation, that assesses the impacts of both proposals. This analysis is anticipated to be reproduced in both EISs.

Project Applicant will supply all technical reports prepared for the project in hard copy and if possible in electronic format (MS Word preferred). Existing technical studies, field work, and plans provided by applicant will be subject to peer review by the Consultant (Task 3). If information is determined to be inaccurate or incomplete, revision to the scope may be required.

The following tasks will be undertaken for each MPD:

Development of Alternatives

Goal:

The integration of environmental considerations in the public decision making process is one of the primary goals of SEPA. The development of alternatives is one of the key steps in both the project development and environmental process. The purpose of alternatives is to incorporate measures that would reduce impacts upon the environment.

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Approach:

Three alternatives will be analyzed in the EIS:

1. **The No-Action Alternative** consists of development of the site under existing zoning. This alternative will include a pro forma description of potential development under the existing zoning.
2. **The Current Proposal** of the applicant. This will consist of the concept plan for each MPD, including the northern commercial “receiving” areas.
3. **Applicant Alternative 1** as proposed by applicant in summary table format in February 2008

After the development of the Draft Description of Existing Conditions and an initial analysis of potential impacts of the proposal, the Consultant shall evaluate the potential alternatives in view of the information about existing conditions and prepare a revised memorandum for staff review. After receipt of city staff direction, the Consultant shall prepare a Draft Description of Alternatives for staff review and approval prior to proceeding with detailed impact analysis in WAC 197-11-440(5)(d) for a reasonable alternative for a private proposal.

Deliverables:

- Draft Description of the Proposal
- Final Description of the Proposal addressing review comments for analysis.
- Memorandum evaluating preliminary information about potential impacts and recommending parameters for the Compilation of Mitigation Measures Alternative
- Final description of the No-Action Alternative and the Compilation of Mitigation Measures Alternative for analysis

Assumptions:

- The applicant will provide a description of proposed land use and density by use; projected build-out period; and proposed restrictions on use, any market research, or other information supporting the applicant’s projections.
- The graphic illustrations of the alternatives (site conceptual layout) will be provided by the applicant.

Built Environment (Affected Environment, Impacts, Mitigation)

Land Use and Housing

Goal:

Address land use in relationship to policies of the Growth Management Act, the Black Diamond Comprehensive Plan (current draft), other applicable plans, and in reference to Growth Management Hearing Board decisions.

Approach:

Affected Environment

The existing applicable local and regional land use plans, policies, and regulations will be described, including the Black Diamond Comprehensive Plan and zoning regulations.

A description of the existing character of the site and vicinity will be provided based on parcel and topographic maps, aerial photos, and existing planning proposals as prepared by the applicant.

Past development trends in the area will be assessed from census, building permit records, and assessor records.

Impacts Analysis

The analysis will address impacts of the proposal. Analysis will not address compliance with plans, policies and regulations or include findings relating to the zoning or other applications.

Indirect and cumulative impacts will be assessed in relation to potential changes in development trends based on development of similar character uses on other lands in the vicinity, land capacity and projected future population, as well as the potential demands for uses such as commercial services, based on the range of potential occupancy.

The need for infrastructure will be addressed in public services and utilities.

Mitigation

Mitigation will be identified for features of the proposal that do not fully respond to regional and local plans and policies. Site mitigation measures will be identified largely in relation to the alternatives considered.

Deliverables:

- Preliminary Affected Environment and Impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment).
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section.

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Assumptions:

- The applicant will provide a description of past land use actions including zoning and land use permits;; mining activities; a description of the proposed densities and uses; projected build-out period; and proposed restrictions on use; and any market research or other information supporting the applicant’s projections.
- The analysis will be based on existing information and the best professional judgment of Parametrix planning staff.

Aesthetics/Light and Glare

Goal:

Address impacts of the proposal on scenic resources enjoyed by residents in the area, scenic resources that contribute to the character of the area, and scenic resources enjoyed by the public.

Approach:

Affected Environment

Pertinent documents that define the visual quality and aesthetics issues related to the site and vicinity will be summarized including local comprehensive plans and policies; the City’s proposed night/dark sky ordinance, open space, pedestrian/bicycle routes; recreation plans land use regulations; policies relating to public land; and policies relating to public highways.

Visual impacts will be assessed qualitatively from up to four locations.

Impacts Analysis

Impact analysis will be based primarily on the proposal. Impacts of the alternatives will consist of order of magnitude comparison with the proposal. No visual simulation will be prepared.

Mitigation

Mitigation measures will include primarily reference to the differences in layout and density between the alternatives, as well as vegetation management and other methods (reduction of light pollution).

Deliverables:

- Technical Memorandum assessing viewpoint selection for City staff concurrence.
- Preliminary Affected Environment and Impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

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Assumptions:

- For the purposes of this analysis, visual quality and aesthetics are analogous terms.

Historic and Cultural Resources

Goal:

Address impacts of the proposal on Native American cultural resources dating from pre-European contact and historic cultural resources.

Approach:

Affected Environment

The cultural resources assessment will be based on the report prepared for the applicant and information in the files of the State Office of Archaeology and Historic Preservation.

Impacts Analysis

Additional assessment of potential impacts on historic era resources.

Mitigation

Standard mitigation from unearthing of cultural resources during construction or use will include compliance with reporting, assessment, and conservation standards of the Office of Archaeology and Historic Preservation.

Deliverables:

- Preliminary Affected Environment and Impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

Assumptions:

- No field work will be conducted by the Consultant.
- No additional cultural resources will be identified on the site from the files of the State Office of Archaeology and Historic Preservation.
- Federal Section 106 documentation will not be prepared. Coordination with the Office of Archaeology and Historic Preservation will be through distribution of the Draft EIS.

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Transportation

Goal:

Address impacts of the proposal on the transportation system.

Approach:

Affected Environment

Collect and review primary and secondary information including the transportation analysis prepared for the applicant; existing City, County, state, and regional transportation plans; existing traffic count data; future traffic projections from WSDOT, the City; accident data; non-motorized facilities; assess character and use of the local traffic circulation system. Contact schools and emergency response personnel to identify existing problems, if any.

Impacts Analysis

Assess adequacy of existing information for assessment of future impacts of the development at appropriate horizon years. Collected information will be confirmed by site reconnaissance.

1. Baseline conditions will consist of:
 - (a) The sum of existing facility or service usage, as measured by current traffic counts (count data to be provided by applicant); and
 - (b) The cumulative trip generation and trip distribution of all other developments planned in the area for which development approval or concurrency approval has been granted, but which have not been built or occupied, such that trips are not reflected in existing traffic counts.
2. The capacity of facilities and services for use in determining concurrency shall include the planned capacity of the projects in adopted transportation capital facilities plans (including the Black Diamond Six Year Transportation Improvement Plan) and other adopted plans (such as City, King County and WSDOT), which are currently funded.
3. Trip generation for the project shall consist of:
 - (a) The number of trips generated by the land use type and land use size, which are generated during the peak hour as determined by the Trip Generation Manual of the Institute of Traffic Engineers (ITE). Modification of those rates may be required depending upon the potential range of occupancy from recreational to seasonal to permanent. If multiple land use scenarios are developed, the City will determine whether multiple scenarios must undergo analysis, or whether the worst-case scenario will be sufficient.
 - (b) Cumulative trip generation of the project, together with all pending development that is not included in the baseline, but is vested as of the date that analysis commences will be calculated using the same methodology.
 - (c) Cumulative build-out trip generation of the project including:
 - Development potential at existing zoning densities

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- Development potential if cumulative impacts of the proposal lead to approval of PUD zoning of undeveloped lands in the vicinity resulting in development at similar densities.
4. The time periods analyzed will be those in which the proposal may have the greatest adverse impacts. The relevant time periods for analysis will be the time period of highest travel on the street system on an average weekday and will be determined by current traffic counts. This is expected to be the PM peak hour.
 5. Analysis of level of service will be performed for a single use/occupancy scenario with the highest trip generation, which is expected to be for normal residential use at the PM peak hour.
 - (a) Level of service at selected study intersections will be measured in accordance with adopted standards; and
 - (b) Level of service for state highway facilities will be as established by the Washington State Department of Transportation.
 6. In addition to level of service, analysis of impacts on local streets will include:
 - (a) Changes in the existing volumes of traffic;
 - (b) Effects on neighborhood functions, including children crossing streets to access neighboring homes; and
 7. Analysis of traffic hazards will include accidents and safety and pedestrian hazards.
 8. Analysis of relationship to local, state and regional plans for transportation system improvements.

Impact analysis will be based on the proposal. Impacts of the Alternatives will consist of order of magnitude comparison with the proposal.

Mitigation

Mitigation will include facilities and practices to address all identified impacts, and may include changes in the schedule for planned roadway improvements.

- Specific mitigation measures may include assessment of vehicular access at intersections. If level of service calculations for any jurisdiction result in a finding that the impacts of the proposed development will cause transportation facilities and services to fall below the adopted concurrency standards, mitigation shall be identified consisting of:
 - Facility improvements or modifications needed to meet the level of service standards; and/or
 - Reduction in traffic generated by the proposal necessary to reduce traffic impacts to the adopted level of service, which may include reduction of the size of the project, change in the land use or mix of land uses; and/or
 - Delay or phasing of the development to match future programmed facility construction; and/or
 - Reducing the demand for new facilities or providing ways to utilize facilities that are not at capacity.

DRAFT FOR CLIENT REVIEW ONLY

- Mitigation of all other impacts will include facility improvement, operational changes or other measures that are feasible and capable of being implemented by the applicant or a public agency within 6 years of project approval.

Mitigating measures will be identified for all impacts, to the extent that mitigation is feasible. Where possible a range of mitigation measures or strategies will be identified.

Deliverables:

- Preliminary Affected Environment and Impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

Assumptions:

- The applicant will provide all existing and project transportation analysis in accordance with the method and approach described above. No additional traffic counts or analysis are assumed.
- The applicant will provide a Transportation Analysis consisting of the elements and following the methodology described above, including baseline conditions, trip generation, trip distribution, LOS for opening year and cumulative impacts, and mitigation.
- If peer review indicates need for additional analysis, a separate scope and budget will be prepared and will be considered as an amendment to this contract.

Parks and Recreation

Goal:

Address impacts of the proposal on parks and recreation resources as outlined below.

Approach:

Affected Environment

Identify existing and planned public park and recreation facilities including, but not limited to, city, county, and facilities, National Forest facilities, and other facilities open to the public. Identify restrictions on use of public and private lands for informal use such as for hiking, mountain biking, and horseback riding.

Impacts Analysis

Impacts on recreation resources will include assessment of recreation demands in reference to facilities on site and the supply of facilities in the. The effects of the project on existing recreation practices will be assessed.

The impact analysis will be based primarily on the proposal. Impacts of the alternatives will consist of order of magnitude comparison with the proposal.

Mitigation

On-site and off-site mitigation measures will be identified for all impacts to the extent that mitigation is feasible. Where possible, a range of mitigation measures or strategies will be identified.

Deliverables:

- A description of preliminary affected environment and impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

Assumptions:

- Information on park and recreation facilities will be provided by contact with facilities managers.
- Existing patterns of off-road and mountain bike use will be identified from secondary sources. No on-site surveys will be conducted.

Public Service

Goal:

Address impacts of the proposal on public services including demands, services, and facilities provided.

Approach:

Affected Environment

Identify existing public service facilities provided to the area, including the type of service provided, service area boundaries, level of use, access requirements, barriers to providing service and other significant characteristics, or values associated with each of the following public services:

- Fire
- Emergency Medical Service
- Police
- Schools
- Mail Service
- Other Governmental Services

Impacts Analysis

The Draft EIS will address impacts for each public service that examines:

1. Adopted level of service standards for public services;
2. Current provision of service and any identified inadequacies;
3. Direct demands of the project at build-out and effects on the ability to provide service that meets the level of service standard, including the need for additional facilities or staffing, associated maintenance cost and the adequacy of funding resources.
4. Potential cumulative impacts, including effects on the ability to provide service that meets the level of service standard, including the need for additional facilities or staffing and the adequacy of funding resources.
5. Features of the local context, such as the road circulations system, or features of the project that affect the delivery of public services.

Impact analysis will be based primarily on the proposal. Impacts of the Alternatives will consist of order of magnitude comparison with the proposal.

Specific impacts identified for specific public services will include:

Fire Protection

Specific issues for fire services include personnel resources, access during adverse weather; fire flow, increased risk of forest fire and increased exposure due to additional residents, and additional cost of fire protection.

Mitigation will include compliance with the Urban Wild-Land Interface Code requirements for defensible space and ignition-resistant construction materials.

Schools

Impacts on schools will include assessment of probable increases in enrollment and resulting effects on demand under each of the potential alternatives for the characteristics of use. Analysis of impacts will focus on one scenario chosen in conjunction with city staff as either the most likely or worst case.

Mitigation

Mitigation measures will be identified for all impacts to the extent that mitigation is feasible. Where possible, a range of mitigation measures or strategies will be identified.

Deliverables:

- A description of preliminary affected environment and impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

DRAFT FOR CLIENT REVIEW ONLY

Assumptions:

- Information on service provider service standards, current services provided including number of responses, personnel numbers and deployment, facilities and facility capacity, funding sources, and budgets from 2000 to 2007 will be provided by the service providers.
- Assessment of fiscal impacts will be based on continuation of existing funding sources and levels, and existing multipliers for personnel on a per capita (or per student) or per response basis. Potential for economies or diseconomies of scale will be assessed qualitatively. Order of magnitude projections of facility needs will be made; specific facility needs and costs will not be identified.
- Funding sources will be identified. Funding strategies or plans will not be developed.

Public Utilities

Goal:

Address impacts of the proposal on utilities.

Approach:

Affected Environment

Address impacts for the following utilities:

- Water
- Sewer
- Stormwater
- Solid waste
- Communications
- Cable television
- Electric power, including local distribution
- Natural Gas

Identify the location of public service facilities provided to the area, the type of service provided, service area boundaries, existing numbers of users, capacity of the system, established levels of service, any identified inadequacies, regulatory approvals required, and other significant characteristics associated with service provision.

Impacts

Direct demands of the project for utility services at build-out will be projected together with effects on the ability of the utility to provide service that meets the level of service standard, including the need for additional facilities or staffing and the adequacy of funding resources. Cumulative impacts will include

DRAFT FOR CLIENT REVIEW ONLY

the general need for additional facilities or expansion of facilities such as substations, exchanges, cellular towers and other facilities.

Impact analysis will be based primarily on the proposal. Impacts of the Alternatives will consist of order of magnitude comparison with the proposal.

Deliverables:

- Preliminary Affected Environment and Impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

Assumptions:

- Information on service provider service standards, current services provided, and facilities will be provided by the utilities and gathered through phone and email contact. This includes City Water and Sewer Comp Plans.
- Assessment of impacts on water and sewer utilities will be based on reports submitted by the applicant, and subject to peer review and the professional judgment of the engineer performing the review. No design calculations or quantitative assessment of risk will be performed.

Fiscal Impacts and Economic Analysis

Goal:

Characterize the City’s economy, identify potential local economic and business impacts, and discuss implications for the City’s tourism industry and potential private investment.

Approach:

The analysis will identify the sources and calculate projected amounts of revenue expected to be generated to the City by the proposal, along with its effect on the cost of providing governmental services and operations.

Deliverables:

Report for inclusion in Technical Appendices (to be prepared by Ben Frerichs). Report will include existing conditions, impacts of proposal, and suggested mitigation. Impacts for no-action and Alternative 1 will be expressed in changes based on order of magnitude.

Assumptions:

Applicant will provide existing fiscal/economic analysis conducted to date

Natural Environment (Affected Environment, Impacts, Mitigating Measures)

Existing technical studies, field work, and plans provided by applicant will be subject to peer review by the Consultant (Task 3). If information is determined to inaccurate or incomplete, revision to the scope may be required.

Earth:

Goal:

Provide analyses of affected environment, potential impacts, and mitigation development for earth-related elements of the environment.

Approach:

Affected Environment

This section of the Draft EIS will include a summary of geological and soils information based on materials provided by the applicant.

Impacts Analysis

Impacts will be assessed in relation to short-term and long-term impacts on geology and soils based on the assessment of existing conditions for each of the alternatives.

The EIS will address geology, soils topography, unique features and erosion in relation to short-term and long-term impacts resulting from development at build out, and associated with the use of the proposal. Impacts will be assessed in relation to short-term and long-term impacts, including the extent and amount of alteration of physical characteristics and the likely effects of such alteration on processes such as erosion hazards and landslide and rock fall hazards.

The effects will cross reference with the effects on vegetation, hydrology, and surface water impacts.

Analysis will include reference to policies of the Comprehensive Plan and regulation for critical areas including geologically hazardous areas; however, compliance with specific code provisions will not be assessed.

Impact analysis will be based primarily on the proposal. Impacts of the alternatives will consist of order of magnitude comparison with the proposal.

Mitigation

Construction impact mitigation will include a qualitative summary of construction best management practices (BMPs) for erosion and sediment control based on standard references such as the (2005 Ecology) Stormwater Manual and other industry and public documents. Evaluation of mitigation and BMPs will be limited to the areas within the project limits.

Operational impact mitigation will include measures to reduce impacts including reducing the disturbance of vegetation and earth movement, avoiding potential mitigation of landslide or rock fall hazards, as well as methods for of implementing and ensuring the effective operation of mitigation measures.

DRAFT FOR CLIENT REVIEW ONLY

Deliverables:

- Technical Memo to be prepared by Icicle Creek Engineers, to be based upon applicant-provided geotechnical information. Additional analysis needed based on results of peer review is not included or assumed.
- Preliminary affected environment and impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

Assumptions:

The scope and budget for this task assumes the following:

- Applicant will provide the Geotechnical report prepared for the project.
- No field visit or sampling will be conducted.
- Technical information and analysis provided by the applicant is deemed by Parametrix and our subconsultants to be technically sound and of sufficient detail and content upon which to assess impacts and appropriate mitigation.
- Additional geotechnical analysis is not included in this scope of work.

Air Quality

Goal:

Provide analyses of affected environment, potential impacts, and mitigation development for air quality.

Approach:

Affected Environment

Existing air quality standards and non-attainment areas, maintenance areas, and attainment areas for various regulated pollutants will be described.

Existing information on climate change as it relates to residential development will be briefly characterized.

The likely extent of existing emissions from the site, including odors, will be qualitatively described. The emissions from vehicles will be qualitatively characterized based on trip generation and compared to regional emissions.

DRAFT FOR CLIENT REVIEW ONLY

Impacts Analysis

The likely extent of discharges from the site, including odors, will be qualitatively described. The emissions from vehicles will be qualitatively characterized based on trip generation. The emissions from the site and the relation to regional emissions will be compared to standards for pollutants and the likely contribution to exceedance of standards will be qualitatively described.

The contribution of the development to cumulative impacts of climate change will be characterized in accordance with current King County and/or Puget Sound Regional Council standards and guidelines.

Analysis will include reference to policies of the King County Comprehensive Plan policies for air quality and climate change.

Impact analysis will be based primarily on the MPD Concept Plan. Impacts of the alternatives will consist of order of magnitude comparison with the Concept Plan. The construction impacts analysis will address temporary effects during all phases of construction.

Mitigation

Measures to reduce construction impacts will summarize BMPs incorporated in the proposal, as well as potential additional measures that would reduce air quality impacts.

Deliverables:

- Preliminary Affected Environment and Impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

Assumptions:

The scope and budget for this task assumes the following:

- No air quality modeling will be performed.
- All contact with Ecology staff will be by phone.
- All data collected will be provided by applicant

Surface Water

Goal:

Provide analyses of affected environment, potential impacts, and mitigation for surface water resources.

Approach:

Affected Environment

Existing surface water resources information will be used to address:

- The hydrologic cycle under natural conditions and as currently functioning on-site and in the vicinity
- Surface water locations, including existing drainage pathways and stormwater outfall locations
- Water body typing, water quality classifications, Clean Water Act listing status, Water Resource Inventory Area (WRIA) plans or other identified management strategies
- Relationship of surface water to wetlands on-site and off-site (off-site wetlands will be based on secondary resources)
- Relationship of surface water resources in the vicinity to Green River flows
- Surface water rights and withdrawals in the Green River Basin based on existing studies and records of recent restrictions on junior surface water withdrawals

Impacts Analysis

Short-term and long-term impacts of the proposal will include an assessment of:

- Typical impacts of urban development on the hydrologic cycle, including infiltration, interflow, aquifer recharge, streamflow, and other characteristics of existing streams and other waterways in the vicinity
- Construction impacts on water quality from erosion/sedimentation of discharge of hazardous materials
- Runoff impacts on surface water quantity groundwater recharge, flooding and potential erosion and downgradient impacts on receiving surface water channels will be assessed qualitatively. Compliance with King County surface water management standards will be presumed.
- Long-term impacts on water quality from use of the site including pollutants and nutrients in runoff will be based on literature that documents typical constituents of runoff from residential development

Impact analysis will be based on the proposal and through technical data as supplied by the applicant. Impacts of the alternatives will consist of order of magnitude comparison with the proposal.

This analysis will provide one of the parameters for analysis of impacts on aquatic resources and related wildlife habitat value in other sections.

Mitigation

Measures to reduce construction impacts will summarize best management practices (BMPs) incorporated in the proposal requirements of city, county codes and Ecology NPDES nonpoint discharge statewide permit, as well as potential additional measures that would reduce impacts.

Measures to control long-term impacts will include surface water management measures not required by King County codes and a brief description of Low Impact Development (LID) practices that could be implemented, together with an order of magnitude characterization of effectiveness.

DRAFT FOR CLIENT REVIEW ONLY

Deliverables:

- Preliminary Affected Environment and Impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

Assumptions:

The scope and budget for this task assumes the following:

- Characterization of the regional watershed context will be provided by WRIA documents.
- Characterization of local surface water features will be based on topography, DNR stream maps, information in the applicant’s submittals and field reconnaissance.
- Existing literature will be used to characterize typical pollutants in runoff. No sampling will be conducted. No field work is included.
- Calculation of runoff volumes and required or proposed detention volumes or storm conveyance capacity will not be performed. This will be provided by applicant, and subject to peer review by Parametrix to determine adequacy of data provided. Additional analysis will be considered outside the scope of work of this contract and subject to amendment.
- Surface water rights in the regional watershed will be based on assessment in WRIA documents.
- Surface water rights in the vicinity will be based on the Ecology water rights database.

Groundwater movement/quantity/quality

Goal:

Provide analyses of affected environment, potential impacts, and mitigation for groundwater resources.

Approach:

Affected Environment

Existing groundwater resources information will be used to characterize groundwater resources including:

- Depth and character of aquifer (unconsolidated and consolidated)
- Estimated productivity and transmissivity based on pump test of public water supply wells in the vicinity
- Recharge characteristics of existing overburden on the site and immediate vicinity
- Connection to local surface water resources and wetlands in the vicinity
- Relationship to flow in the Green River and other surface water resources
- Estimated existing local withdrawal and known trends on depth and potential overwithdrawal

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- Location of public water supply wells and capacity, as well as potential relationship with nearby wells.

Existing groundwater rights and withdrawals in the vicinity will be characterized in terms of total certificated and non-certificated withdrawals based on Ecology records and WRIA sources. Potential relationships of local groundwater resources with surface water rights will be characterized to the extent feasible with existing information.

Impacts Analysis

Short-term and long-term impacts of the proposal will include assessment of:

- Potential construction impacts on groundwater quality from discharge of materials that might reach groundwater
- Typical impacts of urban or rural development on aquifer recharge due to interception by impervious surfaces and diversion to runoff
- Water quantity impacts on nearby wells from increased withdrawal of water from public water supply wells
- Long-term impacts on groundwater quality from use of the site for residential purposes including pollutants and nutrients applied to the surface based on literature sources that document long-term changes in water quality from urban development.
- Utilization of existing public water supply water rights will be evaluated based on the development potential of lands currently within the water district and the sufficiency of existing water rights to serve cumulative demand. The potential for use of wells exempt from water rights certification will be assessed if existing water rights are not sufficient for cumulative demand.

Impact analysis will be based primarily on the proposal. Impacts of the alternatives will consist of order of magnitude comparison with the proposal.

Mitigation

Measures to reduce construction impacts will summarize BMPs for groundwater protection.

Measures to control long-term groundwater impacts will include general LID practices that encourage infiltration to groundwater and provide water quality, as well as specific measures based on specific impacts.

Deliverables:

- Preliminary Affected Environment and Impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

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Assumptions:

The scope and budget for this task assumes the following:

- Characterization of the local aquifer and groundwater resources will be based on existing information, including:
 - Review of Ecology well logs
 - Review of Ecology assessments related to new groundwater rights applications
 - Review of City Water well logs and records
 - Review of existing geological and groundwater reports
 - Review of file information at DNR Geological Survey library, and the University of Washington as accessed by web search
 - Characteristics of the overburden will be based on NRCS soil survey, well logs, and any soil information provided by the County Health Department from on-site sewage disposal permits
- No on-site investigation, including test pits or borings, will be performed
- No groundwater modeling will be performed
- Characterization of the regional groundwater context and potential relationships between groundwater and surface water will be provided by WRIA documents and existing USGS, DNR Geological Survey, and Ecology reports
- Groundwater water rights in the vicinity will be based on the Ecology water rights database.

Plants and Animals; Habitat, Wetlands;

Goal:

Provide analyses of affected environment, potential impacts, and mitigation for vegetation communities and wetlands and characterization of their function as wildlife habitat, use by wildlife, including migration routes, and potential impacts on unique, threatened, or endangered species.

Approach:

Affected Environment

Describe plant communities in relation to wildlife habitat and the hydrologic cycle, which may indirectly affect the conditions that support plant and animal species, including wetlands.

Wetlands will be discussed in terms of functions and classification based on field reconnaissance of the site. Wetland boundaries will not be delineated. Wetlands will be classified in accordance with King County and Ecology rating systems.

The analysis will be based upon data provided by the applicant. If this analysis is considered insufficient based on review of the data and field reconnaissance, additional wetland work will be required. This additional work will be considered an amendment to this contract, and is not included in this scope.

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Impacts Analysis

Impacts discussed will include displacement; degradation of wetland function; hydrologic impacts related to changes in stormwater volumes, infiltration, or water quality; and buffers and indirect impacts including noise and artificial light that could reduce habitat suitability for wildlife. Buffers will be evaluated based on City and County codes and Ecology guidelines, as well as in reference to any specific functions provided.

Mitigation

Mitigating measures will be identified for all impacts, to the extent that mitigation is feasible including potential opportunities to avoid, minimize, and compensate for impacts of the project, including buffers, restoration, and enhancement of vegetation and wetlands.

Deliverables:

- Preliminary Affected Environment and Impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the "print ready" Draft EIS section

Assumptions:

- There will be one (1) reconnaissance-level survey of vegetation and wetlands to review wetland classifications and delineations provided by the applicant. This is in addition to site visit in Task 3.
- No classification or delineation will be performed. If field review indicates a need for additional analysis or delineations, contract revisions will be required.

Wildlife, Fish, Endangered Species

Goal:

Provide analyses of wildlife habitat, use by wildlife, including migration routes, and potential impacts on unique, threatened, or endangered species.

Approach:

Affected Environment

The analysis will be based upon technical documentation provided by the applicant.

The functions and values of habitat will be assessed on-site as well as in relation to off-site conditions, including the status of the site as portion of a corridor for animal movement. Habitat functions and value will be discussed in relationship to local state and federal policies for threatened, endangered, and priority species and habitat conservation areas.

The assessment of existing conditions and the impact analysis will be based upon report data provided by the applicant. Additional information on affected environment will include:

- Update of Priority Habitat Species (PHS) data

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- Supplement information from documented elk use by local residents and WDFW. Characterize in terms of corridors for use and movement during the fall rutting season and during early winter

Impacts Analysis

Impacts addressed will include a range of potential impacts including, but not limited to removal of habitat and habitat fragmentation; direct effects on wildlife from construction or use, such as direct mortality, noise disturbance, or other disruption of habitat areas, including from domestic animals; interference to critical life functions; effects on migration or dispersal; and impacts on reproduction, rearing, and other lifecycle stages. The discussion of water resources including streams and other waterways and floodplains in the vicinity will be integrated with the discussion of habitat. Fish and aquatic organisms will be discussed in terms of the extent to which groundwater impacts may affect low summer flows and temperature. Potential impacts of erosion and sedimentation will be discussed as it may affect fish-bearing streams in the immediate vicinity.

Additional impact analysis will include

- Review additional information from WDFW biologists and other studies of fish and wildlife use of the area, particularly the function of the site and vicinity in wildlife movement
- Conduct review of recent peer-reviewed literature on effects of residential development on wildlife (particularly elk and forest carnivores) to assist in evaluating impact of different densities and clustering
- Review existing stream and fisheries data sources for streams on, and downgradient of, the property

Mitigation

Mitigation measures will be identified for all impacts, to the extent that mitigation is feasible, including potential opportunities to avoid, minimize, and compensate for impacts of the project, including buffers, restoration, and enhancement of vegetation and habitat.

Deliverables:

- Preliminary Affected Environment and Impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

Assumptions:

- WDFW personnel will be contacted and phone interviewed.
- No field work is included in this Task

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Environmental Health, Noise

Goal:

Address impacts of the proposal on noise levels in the area including construction noise and long-term noise levels associated with use of the site, as well as the impacts of noise sources in the area on use of the proposal.

Approach:

Affected Environment

- State and local noise control regulation relevant to this project will be presented, emphasizing any regulations applying to construction as well as to specific uses located on site.
- Ambient noise levels will be characterized by sound level measurements at up to four (4) sites on a typical weekday.

Impacts Analysis

- A qualitative discussion will be provided of noise levels associated with construction. This will include a description of the sound levels associated with equipment required to complete specific tasks. The range of noise levels expected at properties near the construction site will be described. The difference between an environmental noise impact and the relatively short-term but potentially disruptive nuisance of construction noise will be explained.
- A qualitative discussion will be provided of long term noise impacts from uses proposed on the site and from traffic noise related to the proposal.

Impact analysis will be based primarily on the proposal. Impacts of the alternatives will consist of order of magnitude comparison with the proposal. The effects of the alternatives for tenure on the frequency of occupancy and related noise will be described.

Mitigation

- A qualitative discussion will address measures to reduce construction impacts, including a variety of Best Management Practices (BMPs) related to standard construction practices.
- A qualitative discussion will identify measures to reduce activities on the site that affect receivers off-site.

Deliverables:

- Preliminary Affected Environment and Impacts for staff review (to be incorporated in a single Preliminary Draft EIS transmittal with other elements of the environment)
- Incorporation of revisions to respond to staff comments in the “print ready” Draft EIS section

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Assumptions:

- No modeling will be performed for on-site or off-site sound levels including traffic noise analysis.

DEIS DOCUMENT PREPARATION

Goal:

Prepare adequate and complete Draft Environmental Impacts Statement addressing the effects of the proposal. A separate DEIS will be prepared for Lawson Hills and The Villages.

Approach:

PDEIS Preparation

The Consultant will prepare a preliminary Draft EIS (PDEIS) following State Environmental Policy Act, Black Diamond Municipal code, and King County Code 20.44.

Deliverables:

- Preliminary Draft EIS for City staff review
- Revised print-ready Draft EIS for staff review and approval
- 100 copies of the Draft EIS for distribution

Assumptions:

- The Preliminary Draft EIS will be provided in electronic format for review by City staff prior to preparation of the “print ready” document.
- All existing site plans, building plans, and other project maps and graphics will be provided in electronic format by the applicant.
- Graphics from exiting reports will be published without further graphics beyond formatting to fit the page style of the document.
- Printing costs in this budget assumes that the Draft EIS will include no more than two hundred (200) copies of a document approximately one hundred (100) pages in size printed double sided in 8½” x 11” color format. Technical appendices will not be published in print format, but will be available in CD format as part of the DEIS. Costs may be greater if the document exceeds this size or if additional copies are needed.
- Distribution and legal notice of the DEIS will be provided by the Consultant
- A PDF format version of the DEIS for CD-ROM or web posting will be prepared.

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- Up to (2) meetings will be held with City staff to discuss comments on Preliminary Draft. Additional meetings may be billed upon a time and materials basis.
- Up to (2) meetings will be held with affected agencies to discuss comments on Preliminary Draft. Additional meetings may be billed on a time and materials basis.
- Attendance at One (1) Draft EIS Public Hearing;

TASK 5 - FEIS PREPARATION

Goal:

Prepare adequate and complete Final Environmental Impact Statement.

Approach:

Response to Comments

All comments received on the DEIS must have a response in the FEIS. General responses will be developed to address commonly raised issues. Detailed or unique comments will require individual responses. Comments will be cataloged according to commenter, element of the environment, and status of response. This item assumes up to two hundred (200) substantive comments will be received and some additional technical analysis may be required.

PFEIS Preparation

Parametrix will prepare a preliminary Final EIS (PFEIS) for each Lawson Hills and The Villages. The Final EIS will include clarification and explanation of findings in the Draft EIS, but will not include additional substantive analysis. The format of any supplementary information in the FEIS will follow the same section format as the DEIS.

Professional editing of the PFEIS will be conducted.

FEIS Production

Based on comments by City staff and coordinating agencies, a camera ready Final EIS (FEIS) will be prepared.

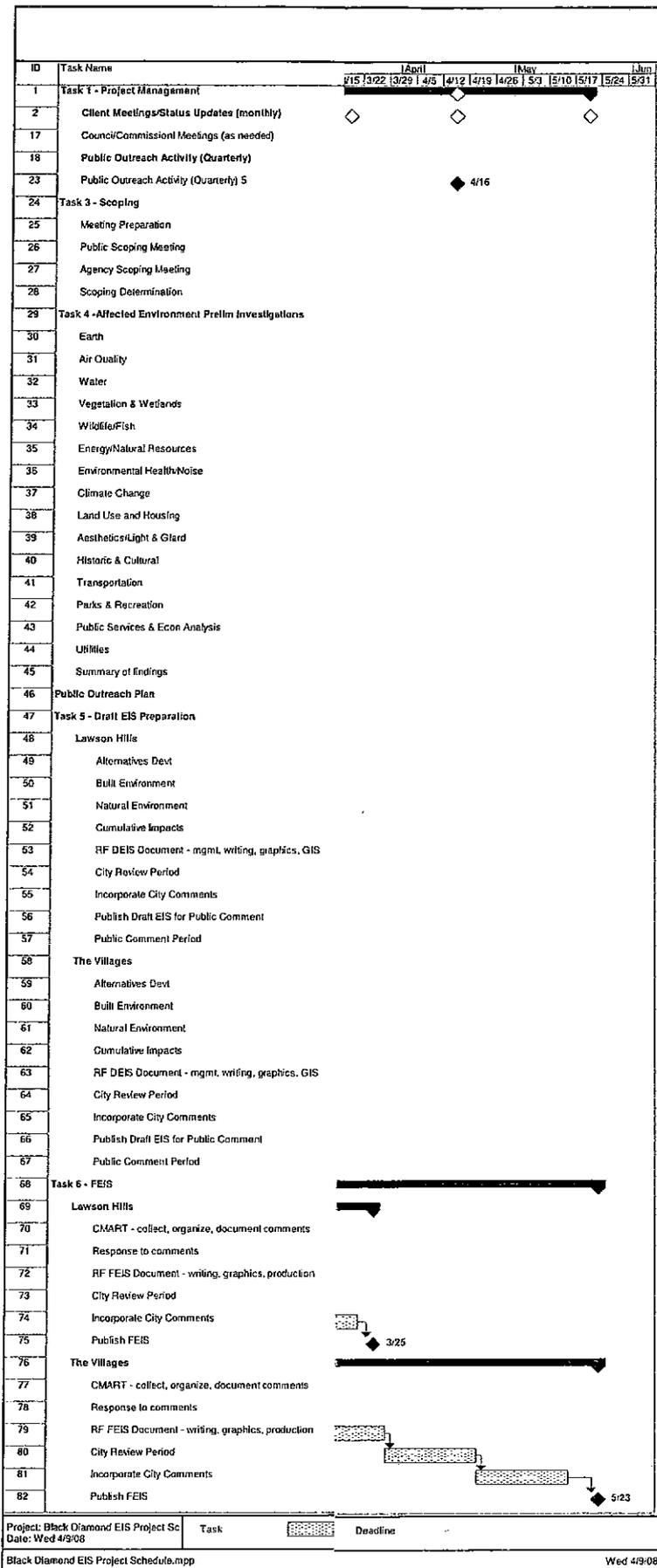
Deliverables:

- Draft Summary of all Comments received on the Draft EIS with recommended responses using CMART
- Preliminary Final EIS provided in electronic format for review by City staff prior to preparation of the "print ready" document
- Revised print-ready Final EIS for staff review and approval
- Final EIS (200 copies)

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Assumptions:

- All DEIS assumptions also apply to the FEIS.
- This scope assumes that approximately comments will be received.
- Response to comments will require additional clarification and explanation of findings in the Draft EIS, but will not require additional substantive analysis.
- The Preliminary Final EIS will be provided for review prior to preparation of the “print ready” document.
- All existing site plans, building plans, and other project maps and graphics will be provided in 8½” x 11” black and white format by the applicant.
- Graphics from existing reports will be published without further graphics beyond formatting to fit the page style of the document.
- The budget for printing and reproduction costs assumes that the Final EIS includes two hundred (200) copies of a document approximately fifty (50) pages in size printed double sided in 8½” x 11” color format. Technical Appendices and supporting materials will not be published with the FEIS, but will be available on CD and provided with the FEIS. Costs may be higher if the document exceeds the number of pages assumed or number of copies needed.
- Up to (2) meetings with City staff will be held to discuss DEIS comments and responses and the scope of analysis in the FEIS. Additional meetings may be billed on a time and materials basis.
- Up to (2) agency meetings to review comments may be needed prior to FEIS publication. Additional meetings may be billed on a time and materials basis.
- Attendance at One (1) Public Hearing.
- No appeals or other actions are assumed as part of this scope.



CLIENT: Black

PROJECT: The

PMX #		ent Mgmt	Admin Support		EIS PREPARATION
1		Project Management /Quality Control			
			40	144	\$18,320
			40	124	\$17,780
			40	64	\$7,520
				80	\$14,800
2		Scoping and Early Coordination			
	2.1			56	\$8,720
	2.2			60	\$8,880
	2.3		4	40	\$4,540
	2.4		8	176	\$20,040
3		Affected Environment Preparation			
		Built Environment			
	3.1			26	\$3,670
	3.2			18	\$2,270
	3.3			30	\$3,730
	3.4			34	\$4,110
	3.5				
	3.6			14	\$1,650
	3.7			18	\$1,790
	3.8			42	\$5,150
	3.9			18	\$2,270
	3.10		8	96	\$11,400
		Natural Environment			
	3.11			6	\$950
	3.12			6	\$950
	3.13			46	\$3,554
	3.14			46	\$5,950
	3.15			42	\$5,990
	3.16			20	\$2,660
	3.17		8	52	\$6,220
4		Draft EIS Preparation (2)			
	4.1		16	40	\$3,760
	4.2			60	\$7,960
		Built Environment			
	4.3			46	\$6,610
	4.4	16		62	\$7,810
	4.5	16		52	\$6,240
	4.6	4		56	\$7,420
	4.7	4		56	\$7,420
	4.8	16		78	\$9,410
	4.9	16		62	\$7,810
	4.10	4		28	\$3,780
	4.11	4		56	\$7,820
	4.12	16		62	\$7,810
	4.13	4		32	\$4,480
		Natural Environment			
	4.14	4		26	\$3,150
	4.15	16		62	\$7,290
	4.16	4		34	\$3,671
	4.17	4		36	\$4,650

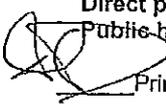
4.18	Wildlife, Fish, Endangered	4	58	\$7,110	
4.19	Energy/Env Health/Climat	6	56	\$7,600	
	Cumulative Effects (prep	8	36	\$4,780	
	RF DEIS Document				
4.20	mgmt, writing, graphics, G	20	24	788	\$87,780
4.21	Document Production (200	4	24	96	\$9,200
4.22	Public Process (1 open he		16	148	\$18,840
5	Final EIS Preparation (2 I				
5.10	CMART - collect, organize	8	8	152	\$17,680
5.2	Response to comments	10	16	264	\$29,320
5.3	RF FEIS Document - writin	0	16	260	\$30,340
5.4	Document Production (100	6	16	68	\$6,600
5.5	Public Process (2 hearing)		8	80	\$10,620
Labor Subt		24	172	4114	\$499,875
In-House Expense					
				\$1,075	
				\$100	
Outside Exp					
SubConsultant - Icicle Cree				\$38,500	
SubConsultant - Ben f				\$22,000	
Other Expense				\$8,000	
				\$9,200	
				\$578,750	

**PARAMETRIX
PROFESSIONAL BILLING RATE SCHEDULE – APRIL 2008**

Classification	Billing Range
Principal	\$200.00
Senior Consultant	\$180.00 - \$215.00
Senior Engineer G17	\$165.00 - \$195.00
Senior Engineer G16	\$160.00 - \$175.00
Senior Engineer G15	\$130.00 - \$165.00
Engineer IV	\$125.00 - \$135.00
Engineer III	\$110.00 - \$130.00
Engineer I / II	\$95.00 - \$115.00
Designer IV	\$130.00 - \$145.00
Designer III	\$110.00 - \$135.00
Designer I / II	\$85.00 - \$115.00
Senior Planner	\$135.00 - \$180.00
Planner IV	\$115.00 - \$140.00
Planner III	\$100.00 - \$120.00
Planner I / II	\$80.00 - \$100.00
Scientist / Biologist IV	\$125.00 - \$135.00
Scientist / Biologist III	\$90.00 - \$130.00
Scientist / Biologist I / II	\$85.00 - \$100.00
Traffic Modeler	\$120.00 - \$135.00
CADD Manager	\$130.00
CADD Operator III	\$100.00 - \$110.00
CADD Operator I / II	\$85.00 - \$105.00
Editor	\$100.00
Word Processor	\$60.00 - \$100.00
Office Administrative Manager/Office Administrator	\$85.00 - \$125.00
Project Controls Specialist	\$85.00 - \$105.00
Project Coordinator	\$85.00 - \$100.00
Sr. Tech Aide	\$70.00 - \$90.00
Tech Aide	\$60.00 - \$75.00
Admin. Assistant	\$50.00 - \$65.00
Senior Surveyor	\$110.00 - \$150.00
Surveyor III	\$85.00 - \$115.00
Surveyor II	\$75.00 - \$90.00
Jr. Surveyor / Surveyor I	\$60.00 - \$80.00
Construction Technician	\$95.00 - \$125.00
Expert Witness	\$250.00

Direct project expenses and reproduction costs are billed at cost plus 15%

Public hearing testimony services are billed at hourly rates plus 30%.

 Principal's initials

Black Diamond EIS Schedule
The Villages and Lawson Hills
April 9, 2008

