



CITY OF BLACK DIAMOND

May 4, 2023 Regular Business Meeting Agenda – REVISED 05/02/23

Council Chambers, 25510 Lawson St.

Black Diamond, WA 98010

THIS IS OFFERED AS A HYBRID MEETING AND MAY BE ATTENDED IN PERSON AT THE ABOVE NOTED ADDRESS OR BY JOINING VIRTUAL/TELEPHONICALLY. CALL IN AND JOINING INFORMATION FOLLOWS:

Zoom link to join meeting: <https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)

Meeting ID: 445 447 7047 Password: Council

Telephone dial in options: +1 253 215 8782 US (Tacoma) +1 206 337 9723 US (Seattle) Meeting ID: 445 447 7047
Password: 426953

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

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-851-4500. Thank you for attending.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation – Rainier Foothills Wellness Foundation – Sara Stratton

Presentation – Enumclaw Youth Empowered Coalition – LouAnn Sawyer

Presentation – Black Diamond Historical Society – Steve Israel

1) AB23-018 – Confirming the Mayor’s Appointment of Renee Cooke to the Civil Service Commission Mayor Benson

CONSENT AGENDA:

2) Claim Checks – May 4, 2023, Check No. 52885 through Check No. 52927 in the amount of \$572,082.76

3) Minutes –Work Session of April 13, 2023, and Council Meeting of April 20, 2023

4) AB23-019 – Resolution Approving Tammaron Final Plat Ms. Davis

5) AB23-020 – Resolution Authorizing Purchase of Two Speed Alert 24 Radar/Message Signs Mr. Hanis

6) AB23-021 – Resolution Authorizing Amendment to the 21-23 Ecology Capacity Grant Agreement Mr. Hanis

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

7) AB23-022 – Resolution Authorizing Contract with Quinn Thomas, LLC for Communication and Marketing Services Mayor Benson

Americans with Disabilities Act – Reasonable Accommodations Provided Upon Request (360-851-4500)

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Smith
- Councilmember Mulvihill
- Councilmember de Leon
- Councilmember Jones
- Councilmember Page
- Councilmember Deady
- Councilmember Douglass

ATTORNEY REPORT:

PUBLIC COMMENTS:

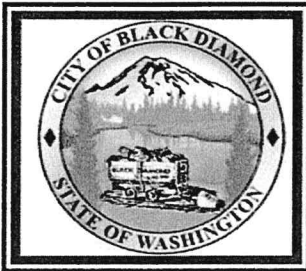
EXECUTIVE SESSION: To discuss with Legal Counsel potential litigation in accordance with RCW 42.30.110(1)(i)

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Confirming the Mayor's appointment of Renee Cooke to the Civil Service Commission Position No. 2	Agenda Date: May 4, 2023	
	AB23-018	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note) – N/A	Police – Chief Kiblinger	
Fund Source: N/A	Public Works – Scott Hanis	
Timeline: May 2023	Court – Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Application		
SUMMARY STATEMENT: Dorothy Botts indicated late last year that she would like to resign from her Civil Service Commission position once a replacement has been found. Staff advertised for this upcoming vacancy through the City's website, newsletters, and postings at City Hall, Police Department, and Post Office. The Black Diamond Civil Service Commission adopts rules and regulations consistent with State law, for the examination, appointment, demotion, transfer, and promotion of uniformed (Police) personnel. The Commission also hears and determines complaints and appeals. To be eligible a member must be a citizen of the United States, a resident of the city for at least three years immediately preceding appointment and a registered voter. In accordance with Black Diamond Municipal Code 2.64.020(A) Mayor Benson is seeking Council confirmation of her appointment of Renee Cooke to the unexpired term for Position No. 2 of the Civil Service Commission; said term to expire on December 31, 2024. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to confirm the Mayor's appointment of Renee Cooke to the Black Diamond Civil Service Commission Position No. 2; said term to expire December 31, 2024.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 4, 2023		



CITY OF BLACK DIAMOND

Civil Service Commission Application

Mailing Address: PO Box 599 Physical Address:

24301 Roberts Drive Black Diamond, WA 98010

Phone: 360.851.4500 - Fax: 360.851.4501

NAME OF APPLICANT: Renee Cooke

ADDRESS OF RESIDENCE: 32602 Highland Drive

EMAIL ADDRESS: reneemonet@comcast.net

PHONE NUMBER (MOBILE, HOME, BUSINESS): C-253-334-4792, H-360-886-7298

BEST TIME TO CONTACT: Any time after 9 AM

QUALIFICATIONS AND COMMITMENT REQUIREMENTS (PLEASE INITIAL CONFIRMING AFFIRMATIVE):

RC APPLICANT IS WILLING TO FULFILL A 6-YEAR TERM [OR THE REMAINING PORTION OF A TERM WHEN REPLACING AN UNEXPIRED POSITION].

RC APPLICANT HAS AN INTEREST IN ADOPTING RULES AND REGULATIONS, CONSISTENT WITH STATE LAW, FOR THE EXAMINATION, APPOINTMENT, DEMOTION, TRANSFER, AND PROMOTION OF UNIFORMED (POLICE) PERSONNEL.

RC APPLICANT IS A CITIZEN OF THE UNITED STATES, A RESIDENT OF THE CITY FOR AT LEAST THREE (3) YEARS IMMEDIATELY PRECEDING APPOINTMENT AND A REGISTERED VOTER.

RC APPLICANT IS ABLE TO REGULARLY ATTEND COMMISSION MEETINGS, CURRENTLY SCHEDULED FOR DAYTIME, SUBJECT TO CHANGE BY THE COMMISSION, AND IS COMMITTED TO NOT HAVING MORE THAN THREE CONSECUTIVE UNEXCUSED ABSENCES.

RC APPLICANT WILL MAKE IMPARTIAL, OBJECTIVE RECOMMENDATIONS AND DECISIONS IN THE BEST INTEREST OF THE CITY, AND NOT IN CONFLICT WITH PERSONAL OR BUSINESS INTERESTS AND CONFIRMS CURRENT EMPLOYMENT OR CIVIC POSITIONS, IF ANY, DO NOT CREATE A CONFLICT OF INTEREST WITH SERVING AS A BLACK DIAMOND CIVIL SERVICE COMMISSIONER.

PLEASE PROVIDE A NARRATIVE (UP TO ONE PAGE AS AN ATTACHMENT) DESCRIBING YOUR QUALIFICATIONS, EXPERIENCE, INTEREST, AND COMMITMENT TO SERVE ON THIS COMMISSION.

Renee Cooke
SIGNATURE OF APPLICANT

2-4-2023

DATE

City of Black Diamond
Attention: Brenda Martinez, HR Manager
Civil Service Commission Position
Renee Cooke-Applicant

February 4, 2023

I am interested in the Civil Service Commission for one reason: To continue the fair and equitable hiring of applicants who want to protect and serve our community. I have great respect for our men and women in blue and feel we should support them wherever possible.

I have many years of experience interviewing, scoring, preparing questions, and fairly, without judgment or partiality, and hired many qualified applicants in Public Health. I worked and understand Administrative and HR duties, confidentiality, and office professionalism.

I have been a resident of Black Diamond for 30+years and I feel blessed to live in a quiet and safe neighborhood.

Other qualifications that I feel make me eligible for this position include:

- Seattle- King County Public Health employee from April 17, 1989 until August 2, 2019 when I retired with 30+ years of service.
- I worked 10 years in the Women, Infant and Children Nutrition Program for our most vulnerable population.
- November 2, 2002 Promoted to Administrative Specialist III-Lead.
- I participated in management meetings, interviews and scoring applicants oral and written tests.
- I was called upon by staff many times as the first contact person to diffuse situations of conflict with patients, irate parents, and sometimes difficult staff. In my experience, sometimes people just want to be heard and validated. I think I'm a good listener.
- I was also the Union Rep for the Administrative staff over 25 years.
- Kent Meridian High School Graduate class of 1977.
- Honor Society member -1972-1977.
- Studied Studio art and English/Writing at Green River Community College 2004-2008.
- Member of St. Barbara Catholic Church since 1996. Served as Social Justice Leader for approximately 10 years. Our mission involved creating social groups for the church, ie; helping hands for funeral receptions; supporting Black Diamond and Maple Valley food Banks, clothing drive for St. Vincent DePaul. I help the Knights of Columbus with my husband doing community work and church programs.
- In September 2022, I won the Labor Day Button contest and was awarded Queen of the Labor Day Parade. It was a thrill of a life time !!



CERTIFICATION

Finance Committee Meeting
Council Date:

April 27, 2023
May 4, 2023

Check No.'s / EFT	Batch Name	Check / EFT Date		Amount
52885	Early 3rd April Batch	04/19/23	\$	780.85
52886 - 52926	3rd April Batch	05/05/23	\$	557,323.10
52927	1st May Batch	05/05/23	\$	13,978.81
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
		TOTAL	\$	572,082.76

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

Shane C. O'Neill

Shane O'Neill, Acting Finance Director

CAROL BENSON, MAYOR

DATE 04/26/2023

DATE _____



Register

Fiscal: 2023

Deposit Period: 2023 - December, 2023 - November, 2023 - October, 2023 - September, 2023 - August, 2023 - July, 2023 - June, 2023 - May, 2023 - April, 2023 - March, 2023 - February, 2023 - January

Check Period: 2023 - May - 1st May 2023 Batch, 2023 - April - Early 3rd April, 2023 - April - 3rd April 2023 Batch

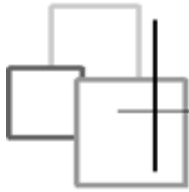
Number	Name	Print Date	Clearing Date	Amount
Columbia Bank	390562401			
Check				
<u>52885</u>	City of Black Diamond	4/19/2023		\$780.85
<u>52886</u>	AHBL, Inc.	5/5/2023		\$30,157.50
<u>52887</u>	Amazon Capital Services, Inc.	5/5/2023		\$620.41
<u>52888</u>	Art Gamblin Motors	5/5/2023		\$2,166.02
<u>52889</u>	Bill's Locksmith Service Inc.	5/5/2023		\$206.62
<u>52890</u>	Black Diamond Auto Parts	5/5/2023		\$32.60
<u>52891</u>	Blueline	5/5/2023		\$135.00
<u>52892</u>	BSN Sports LLC	5/5/2023		\$43.50
<u>52893</u>	CHS/Cenex Inc	5/5/2023		\$3,309.64
<u>52894</u>	City of Black Diamond/Retained Funds	5/5/2023		\$14,696.73
<u>52895</u>	City of Enumclaw	5/5/2023		\$7,200.00
<u>52896</u>	Colean Lewis	5/5/2023		\$117.98
<u>52897</u>	Comcast	5/5/2023		\$24.44
<u>52898</u>	Cummins Sales and Service	5/5/2023		\$1,731.59
<u>52899</u>	Cutters Supply Inc.	5/5/2023		\$97.91
<u>52900</u>	Elwalu LLC (Elephant Car Wash)	5/5/2023		\$323.81
<u>52901</u>	Felder Family Property	5/5/2023		\$50.26
<u>52902</u>	Financial Consultants International Inc	5/5/2023		\$817.50
<u>52903</u>	Firestone Complete Auto Care	5/5/2023		\$1,166.26
<u>52904</u>	Goodfellow Bros., LLC	5/5/2023		\$18,479.00
<u>52905</u>	Home Depot Credit Service	5/5/2023		\$163.65
<u>52906</u>	Johnsons Home & Garden	5/5/2023		\$21.61
<u>52907</u>	Jun Park and Dasha Ko	5/5/2023		\$211.14
<u>52908</u>	King County Finance	5/5/2023		\$1,293.74
<u>52909</u>	L.N. Curtis & Sons	5/5/2023		\$88.35
<u>52910</u>	Leih Mulvihill	5/5/2023		\$40.00
<u>52911</u>	Lexipol LLC	5/5/2023		\$5,276.76
<u>52912</u>	Pacific Civil and Infrastructure	5/5/2023		\$304,810.16
<u>52913</u>	Parametrix, Inc.	5/5/2023		\$24,405.00
<u>52914</u>	Puget Sound Energy	5/5/2023		\$11,191.23
<u>52915</u>	Raedeke Associates Inc	5/5/2023		\$1,693.00
<u>52916</u>	RH2 Engineering Inc.	5/5/2023		\$48,613.32
<u>52917</u>	Rob Jewett	5/5/2023		\$58.79
<u>52918</u>	Safelite Fulfillment, Inc	5/5/2023		\$955.58
<u>52919</u>	South Correctional Entity	5/5/2023		\$3,234.00

Number	Name	Print Date	Clearing Date	Amount
<u>52920</u>	Summit Law Group, PLLC	5/5/2023		\$2,250.00
<u>52921</u>	Tacoma Public Utilities	5/5/2023		\$13,744.62
<u>52922</u>	Varius Inc.	5/5/2023		\$57,308.60
<u>52923</u>	VenTek International	5/5/2023		\$90.00
<u>52924</u>	Washington Law Enforcement Information and Records Association	5/5/2023		\$75.00
<u>52925</u>	Washington State Department of Transportation Northwest Region	5/5/2023		\$352.78
<u>52926</u>	Water Management Laboratories, Inc.	5/5/2023		\$69.00
<u>52927</u>	Sorci Family LLC	5/5/2023		\$13,978.81
		Total	Check	\$572,082.76
		Total	390562401	\$572,082.76
		Grand Total		\$572,082.76



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
City of Black Diamond	52885 BLD23-0077	4/19/2023	2023 - April - Early 3rd April Gym - Building Permit 310-000-002-594-18-62-05 Gym Improvements Permit for ramp replacement	\$780.85
	Total BLD23-0077			\$780.85
	Total 52885			\$780.85
Total City of Black Diamond				\$780.85
	Vendor Count	1	Grand Total	\$780.85



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.				
	52886	3/31/2023	2023 - April - 3rd April 2023 Batch	
	137985			
		March 2023 Service		
		001-000-257-558-70-49-00	MDRT - Planning Consultant	\$16,000.00
	Total 137985			\$16,000.00
	52886	3/31/2023	2023 - April - 3rd April 2023 Batch	
	138154			
		March 2023 Service		
		001-000-240-558-60-41-01	PLN - Prof Serv - Long Range Planning	\$6,510.00
	Total 138154			\$6,510.00
	52886	3/31/2023	2023 - April - 3rd April 2023 Batch	
	138155			
		March 2023 Service		
		001-000-240-558-60-41-01	PLN - Prof Serv - Long Range Planning	\$7,647.50
	Total 138155			\$7,647.50
	Total 52886			\$30,157.50
Total AHBL, Inc.				\$30,157.50
Amazon Capital Services, Inc.				
	52887	4/13/2023	2023 - April - 3rd April 2023 Batch	
	1194-R49M-4PTH			
		CD - Returned Supplies		
		001-000-240-558-60-49-00	PLN - Miscellaneous	(\$79.34)
		Returned table Covers - Comp Plan Ki		
	Total 1194-R49M-4PTH			(\$79.34)
	52887	4/18/2023	2023 - April - 3rd April 2023 Batch	
	19MY-6TN3-GF6			
		IT - Supplies		
		001-000-145-518-80-35-00	IT - Minor Equipment	(\$127.70)
		Returned Projector Screen		
	Total 19MY-6TN3-GF6			(\$127.70)

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	52887	3/27/2023	2023 - April - 3rd April 2023 Batch	
	1DWW-4XT7-3RVN			
	MDRT - Supplies			
	001-000-246-558-70-31-00		MDRT - Office Supplies	\$182.01
			Paper Soap,Cleaning Supplies	
	Total 1DWW-4XT7-3RVN			\$182.01
	52887	4/6/2023	2023 - April - 3rd April 2023 Batch	
	1DYQ-6VK7-77CR			
	CH - Supplies			
	001-000-180-518-50-31-00		CEN SVCS - Operating & Office Supplies	\$43.51
			Post its, Sheet Protectors, Labeler Tape	
	Total 1DYQ-6VK7-77CR			\$43.51
	52887	4/10/2023	2023 - April - 3rd April 2023 Batch	
	1HND-V1JQ-3R9H			
	ES - Uniform			
	001-000-181-518-30-31-04		FAC - Mod Mtc. Uniforms	\$78.91
			Shoes	
	Total 1HND-V1JQ-3R9H			\$78.91
	52887	4/14/2023	2023 - April - 3rd April 2023 Batch	
	1L6V-1THC-CGGW			
	CH - Supplies			
	001-000-180-518-50-31-00		CEN SVCS - Operating & Office Supplies	\$23.77
			Stacking Baskets	
	Total 1L6V-1THC-CGGW			\$23.77
	52887	4/11/2023	2023 - April - 3rd April 2023 Batch	
	1RC7-RXCH-4CW1			
	PW - Supplies			
	101-000-000-542-30-31-12		PW - Clearing Acct - Supplies	\$499.25
			Impact Wrench,Hose Reel	
	Total 1RC7-RXCH-4CW1			\$499.25
	Total 52887			\$620.41
Total Amazon Capital Services, Inc.				\$620.41

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Art Gamblin Motors				
	52888	3/15/2023	2023 - April - 3rd April 2023 Batch	
	423253			
		PW - Veh Maint		
		101-000-000-542-30-48-04	PW - Clearing- Shared Veh/Equip Maint	\$2,166.02
		2017 Chevy Silverado		
	Total 423253			\$2,166.02
	Total 52888			\$2,166.02
	Total Art Gamblin Motors			\$2,166.02
Bill's Locksmith Service Inc.				
	52889	3/31/2023	2023 - April - 3rd April 2023 Batch	
	126228			
		PD - Supplies		
		001-000-212-521-50-31-00	PD - Bldg Mtc Sup	\$206.62
		Keys		
	Total 126228			\$206.62
	Total 52889			\$206.62
	Total Bill's Locksmith Service Inc.			\$206.62
Black Diamond Auto Parts				
	52890	3/7/2023	2023 - April - 3rd April 2023 Batch	
	466597			
		PW - Equip Maint		
		101-000-000-542-30-48-04	PW - Clearing- Shared Veh/Equip Maint	\$32.60
		Controler, Caliper		
	Total 466597			\$32.60
	Total 52890			\$32.60
	Total Black Diamond Auto Parts			\$32.60
Blueline				
	52891	4/7/2023	2023 - April - 3rd April 2023 Batch	
	25735			
		March 2023 Service		
		001-000-290-558-90-49-00	Planning Future - Parks & Rec Deve.	\$135.00
		Transmit GIS material		
	Total 25735			\$135.00
	Total 52891			\$135.00
	Total Blueline			\$135.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
BSN Sports LLC				
	52892	1/11/2023	2023 - April - 3rd April 2023 Batch	
	306067840 ADJ			
	Gym - Equipment			
	001-000-270-575-51-31-02		GYM - KC Equip Grant Costs	\$43.50
	Total 306067840 ADJ			\$43.50
	Total 52892			\$43.50
	Total BSN Sports LLC			\$43.50
CHS/Cenex Inc				
	52893	1/23/2023	2023 - April - 3rd April 2023 Batch	
	128275 03012023 PD			
	PD - March 2023 Fuel			
	001-000-210-521-10-32-00		PD - Fuel	\$3,309.64
	Police			
	Total 128275 03012023 PD			\$3,309.64
	Total 52893			\$3,309.64
	Total CHS/Cenex Inc			\$3,309.64
City of Black Diamond/Retained Funds				
	52894	4/19/2023	2023 - April - 3rd April 2023 Batch	
	PAC CIV 2 Ret 04.19.2023			
	Retainage			
	404-000-020-594-34-63-00		Water Project: ARPA - 3rd Ave. Improvement	\$14,696.73
	Total PAC CIV 2 Ret 04.19.2023			\$14,696.73
	Total 52894			\$14,696.73
	Total City of Black Diamond/Retained Funds			\$14,696.73
City of Enumclaw				
	52895	5/1/2023	2023 - April - 3rd April 2023 Batch	
	06691			
	1st Qtr 2023 Service			
	001-000-211-523-60-49-00		PD - Jail Costs	\$7,200.00
	90 days (Guaranteed Bed)			
	Total 06691			\$7,200.00
	Total 52895			\$7,200.00
	Total City of Enumclaw			\$7,200.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
			Account Number	Name Title	Amount
Coleen Lewis					
	52896		4/6/2023	2023 - April - 3rd April 2023 Batch	
		5211.0			
			Utility Refund		
			401-000-000-343-40-00-01	Water Charges	\$117.98
			Refund Closed Account		
		Total 5211.0			\$117.98
	Total 52896				\$117.98
Total Coleen Lewis					\$117.98
Comcast					
	52897		4/3/2023	2023 - April - 3rd April 2023 Batch	
		8498 34 014 0152887 04.2023			
			4/10/2023 - 5/09/2023 Service		
			001-000-214-521-20-42-00	PD - Tele / web / DSL / Air Cards	\$12.23
			PD Cable 0152887		
		Total 8498 34 014 0152887 04.2023			\$12.23
	52897		4/3/2023	2023 - April - 3rd April 2023 Batch	
		8498 34 014 0155476 04.2023			
			04/08/2023 - 5/07/2023 Service		
			001-000-191-525-60-31-00	EM - Supplies	\$12.21
			EM Cable 0125628		
		Total 8498 34 014 0155476 04.2023			\$12.21
	Total 52897				\$24.44
Total Comcast					\$24.44
Cummins Sales and Service					
	52898		4/8/2023	2023 - April - 3rd April 2023 Batch	
		01-79324			
			April 2023 Service		
			001-000-212-521-50-48-02	PD - Bldg Repairs & Maintenance	\$575.46
			Annual Generator Maintenance		
		Total 01-79324			\$575.46
	52898		4/8/2023	2023 - April - 3rd April 2023 Batch	
		01-79325			
			April 2023 Service		
			001-000-254-518-21-48-00	MOD - Building Mtc.	\$1,156.13

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Generator Maint		
	Total 01-79325			\$1,156.13
	Total 52898			\$1,731.59
Total Cummins Sales and Service				\$1,731.59
Cutters Supply Inc.				
	52899	4/14/2023	2023 - April - 3rd April 2023 Batch	
	148698			
	PW - Equip Maint			
	101-000-000-542-30-48-04		PW - Clearing- Shared Veh/Equip Maint	\$97.91
	Handlebar			
	Total 148698			\$97.91
	Total 52899			\$97.91
Total Cutters Supply Inc.				\$97.91
Elwalu LLC (Elephant Car Wash)				
	52900	9/30/2022	2023 - April - 3rd April 2023 Batch	
	1525			
	September 2022 Service			
	001-000-210-521-10-48-01		PD - Vehicle/Eq. Mtc. & Repair	\$200.57
	Lube Service - Invoice Not Received			
	Total 1525			\$200.57
	52900	2/28/2023	2023 - April - 3rd April 2023 Batch	
	1574 CW			
	February 2023 Service			
	001-000-210-521-10-48-01		PD - Vehicle/Eq. Mtc. & Repair	\$16.32
	Car Washes			
	Total 1574 CW			\$16.32
	52900	3/31/2023	2023 - April - 3rd April 2023 Batch	
	1581			
	March 2023 Service			
	001-000-210-521-10-48-01		PD - Vehicle/Eq. Mtc. & Repair	\$106.92

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Lube and Car Washes	
	Total 1581			\$106.92
	Total 52900			\$323.81
	Total Elwalu LLC (Elephant Car Wash)			\$323.81
Fielder Family Property				
	52901	4/12/2023	2023 - April - 3rd April 2023 Batch	
	7414.0			
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$50.26
		Refund Closed Account		
	Total 7414.0			\$50.26
	Total 52901			\$50.26
	Total Fielder Family Property			\$50.26
Financial Consultants International Inc				
	52902	4/12/2023	2023 - April - 3rd April 2023 Batch	
	17877			
		PD - Veh Eq / Maint		
		001-000-210-521-10-48-01	PD - Vehicle/Eq. Mtc. & Repair	\$163.50
		Install Spotlight		
	Total 17877			\$163.50
	52902	4/19/2023	2023 - April - 3rd April 2023 Batch	
	17885			
		PD - Veh Eq / Maint		
		001-000-210-521-10-48-01	PD - Vehicle/Eq. Mtc. & Repair	\$654.00
		Radar Installation		
	Total 17885			\$654.00
	Total 52902			\$817.50
	Total Financial Consultants International Inc			\$817.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Firestone Complete Auto Care				
	52903	4/13/2023	2023 - April - 3rd April 2023 Batch	
	093203			
		PD - Veh Maint		
		001-000-210-521-10-48-01	PD - Vehicle/Eq. Mtc. & Repair	\$1,166.26
		Brake Service & Wiper Blades		
	Total 093203			\$1,166.26
	Total 52903			\$1,166.26
	Total Firestone Complete Auto Care			\$1,166.26
Goodfellow Bros., LLC				
	52904	4/13/2023	2023 - April - 3rd April 2023 Batch	
	14619 GB			
		April 2023 Service		
		401-000-000-534-80-31-04	WTR - Meters & Related Costs	\$18,479.00
		Water Service Installation		
	Total 14619 GB			\$18,479.00
	Total 52904			\$18,479.00
	Total Goodfellow Bros., LLC			\$18,479.00
Home Depot Credit Service				
	52905	4/20/2023	2023 - April - 3rd April 2023 Batch	
	3611815			
		PD - Supplies		
		001-000-212-521-50-48-02	PD - Bldg Repairs & Maintenance	\$22.57
		GFI		
	Total 3611815			\$22.57
	52905	4/18/2023	2023 - April - 3rd April 2023 Batch	
	4621042			
		PW - Supplies		
		101-000-000-542-30-31-12	PW - Clearing Acct - Supplies	\$64.22
		Metal Peg Board, Key, Container		
	Total 4621042			\$64.22
	52905	4/25/2023	2023 - April - 3rd April 2023 Batch	
	7524390			
		PD - Supplies		
		001-000-212-521-50-48-02	PD - Bldg Repairs & Maintenance	\$10.72
		Cord Wrap		
	Total 7524390			\$10.72

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	52905	4/13/2023	2023 - April - 3rd April 2023 Batch	
	9011758			
		Gym Project		
		310-000-002-594-18-62-05	Gym Improvements	\$6.27
		Nuts & Bolts		
	Total 9011758			\$6.27
	52905	4/13/2023	2023 - April - 3rd April 2023 Batch	
	9516099			
		Gym Project		
		310-000-002-594-18-62-05	Gym Improvements	\$42.55
		GYM - Concrete, Storage Totes		
	Total 9516099			\$42.55
	52905	4/13/2023	2023 - April - 3rd April 2023 Batch	
	9516100			
		PD - Supplies		
		001-000-212-521-50-48-02	PD - Bldg Repairs & Maintenance	\$17.32
		Brads		
	Total 9516100			\$17.32
	Total 52905			\$163.65
	Total Home Depot Credit Service			\$163.65
	Johnsons Home & Garden			
	52906	4/12/2023	2023 - April - 3rd April 2023 Batch	
	471664			
		PD - Supplies		
		001-000-210-521-10-48-01	PD - Vehicle/Eq. Mtc. & Repair	\$14.83
		Misc Nuts & Bolts		
	Total 471664			\$14.83
	52906	4/13/2023	2023 - April - 3rd April 2023 Batch	
	471681			
		PD - Supplies		
		001-000-212-521-50-48-02	PD - Bldg Repairs & Maintenance	\$6.78
		Misc Nuts & Bolts		
	Total 471681			\$6.78
	Total 52906			\$21.61
	Total Johnsons Home & Garden			\$21.61

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Jun Park and Dasha Ko				
	52907	4/6/2023	2023 - April - 3rd April 2023 Batch	
	5580.0			
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$211.14
		Refund Closed Account		
	Total 5580.0			\$211.14
	Total 52907			\$211.14
	Total Jun Park and Dasha Ko			\$211.14
King County Finance				
	52908	3/31/2023	2023 - April - 3rd April 2023 Batch	
	125574-125574			
		March 2023 Service		
		101-000-000-542-64-48-01	STRT - Traffic Signal Maintenance	\$1,293.74
	Total 125574-125574			\$1,293.74
	Total 52908			\$1,293.74
	Total King County Finance			\$1,293.74
L.N. Curtis & Sons				
	52909	4/25/2023	2023 - April - 3rd April 2023 Batch	
	INV693720			
		PD - Uniforms		
		001-000-210-521-10-31-04	PD - Uniforms	\$88.35
		Pants		
	Total INV693720			\$88.35
	Total 52909			\$88.35
	Total L.N. Curtis & Sons			\$88.35
Leih Mulvihill				
	52910	3/15/2023	2023 - April - 3rd April 2023 Batch	
	03152023 LM			
		Reimbursement		
		001-000-110-511-60-49-00	COUNC - Training and Workshops	\$40.00
		Ethical Considerations Training		
	Total 03152023 LM			\$40.00
	Total 52910			\$40.00
	Total Leih Mulvihill			\$40.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Lexipol LLC				
	52911	4/5/2023	2023 - April - 3rd April 2023 Batch	
	INVLEX16059			
		Annual Subscription for 2023		
		001-000-216-521-10-49-03	PD - Lexipol	\$5,276.76
	Total INVLEX16059			\$5,276.76
	Total 52911			\$5,276.76
Total Lexipol LLC				\$5,276.76
Pacific Civil and Infrastructure				
	52912	4/20/2023	2023 - April - 3rd April 2023 Batch	
	2 PCI 4.2023			
		March 2023 Service		
		404-000-020-594-34-63-00	Water Project: ARPA - 3rd Ave. Improvement	\$304,810.16
	Total 2 PCI 4.2023			\$304,810.16
	Total 52912			\$304,810.16
Total Pacific Civil and Infrastructure				\$304,810.16
Parametrix, Inc.				
	52913	12/5/2022	2023 - April - 3rd April 2023 Batch	
	40632			
		Nov 2022 Service		
		412-000-001-594-31-41-00	STRM - Mgmt Action Plan - Professionl Service	\$8,908.75
		Lost Invoice		
	Total 40632			\$8,908.75
	52913	4/12/2023	2023 - April - 3rd April 2023 Batch	
	43959			
		March 2023 Service		
		412-000-001-594-31-41-00	STRM - Mgmt Action Plan - Professionl Service	\$7,772.50
	Total 43959			\$7,772.50
	52913	4/24/2023	2023 - April - 3rd April 2023 Batch	
	44295			
		March 2023 Service		
		401-000-400-534-80-41-10	PW-Permit Consultant Exp	\$3,682.50
		Diamond Square Traffic Study		
	Total 44295			\$3,682.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	52913	4/24/2023	2023 - April - 3rd April 2023 Batch	
	44296			
		March 2023 Service		
		101-000-000-542-30-41-10	STRT - Prof Serv Trans Planning	\$1,988.75
	Total 44296			\$1,988.75
	52913	4/24/2023	2023 - April - 3rd April 2023 Batch	
	44297			
		March 2023 Service		
		320-000-050-595-50-62-00	CIP - STRT - Covington Creek Bridge	\$2,052.50
	Total 44297			\$2,052.50
	Total 52913			\$24,405.00
Total Parametrix, Inc.				\$24,405.00

Puget Sound Energy

52914	4/21/2023	2023 - April - 3rd April 2023 Batch	
04072023 PSE			
	March 2023 Service		
	001-000-212-521-50-47-00	PD - Electric/gas	\$920.66
	200009377470: PD/CT Elec		
	001-000-212-521-50-47-00	PD - Electric/gas	\$261.19
	220013379882: Police Storage		
	001-000-254-518-20-47-00	CH - Utilities	\$1,016.74
	220013379841: CD/PW Mod Bldgs Elec		
	001-000-254-518-20-47-00	CH - Utilities	\$201.06
	220029575798: CH - Front of Upper Floor		
	001-000-254-518-20-47-00	CH - Utilities	\$197.87
	200008061844: City Hall Elec		
	001-000-254-518-20-47-00	CH - Utilities	\$117.93
	200008062016: City Hall Elec		
	001-000-254-518-20-47-00	CH - Utilities	\$699.92
	220029758004: CH - Rear 1/2 Both Floors		
	001-000-270-575-30-47-00	PRK - Museum Electric/Gas	\$152.65
	220031492105: Old Fire Station 99		
	001-000-270-575-30-47-00	PRK - Museum Electric/Gas	\$636.57
	220013378793: Museum		
	001-000-270-575-51-47-00	GYM - Electricity and Gas	\$658.69
	220013379652: Gym		
	001-000-270-576-80-47-00	PRK - Electric/Gas	\$13.10
	220013379221: Lake Sawyer Boat Launch		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-270-576-80-47-00		PRK - Electric/Gas	\$6.13
	220013379635: PW Shop-Parks 4%			
	001-000-280-536-20-47-00		CEM - Electric/Gas	\$3.07
	220013379635: PW Shop-Cemetery 2%			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$2,157.59
	220013397355: PSE Streetlights			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$35.97
	220013379197: Cov Sawyer & 216th			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$15.28
	220013379601: Baker St Crosswalk			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$181.73
	220014704229: Intersection Light 219th & SE 296th St			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$10.48
	220024466751: 24619 Morgan St			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$12.90
	220019188881: Intersection Light 24430 Morgan St			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$11.53
	220013379247: 216th Signal & Street Lights			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$104.73
	220013379817: Ped Lighting Roberts			
	101-000-000-542-63-47-01		STRT - Street Lighting	\$85.54
	220024468559: Roberts Dr & Bruckners Way			
	101-000-000-543-50-47-00		PW - Electric/Gas	\$33.73
	220013379635: PW Shop-Street 22%			
	401-000-000-534-80-47-00		WTR - Electric/Gas	\$37.46
	220013378850: .5 Mil Gal Resv			
	401-000-000-534-80-47-00		WTR - Electric/Gas	\$2,237.77
	220013378835: Booster Station			
	401-000-000-534-80-47-00		WTR - Electric/Gas	\$36.80
	220013379635: PW Shop-Water 24%			
	401-000-000-534-80-47-00		WTR - Electric/Gas	\$1,101.22
	220013378868: 4.3 Mil Gal Resv			
	407-000-000-535-80-47-00		SEW - Electric/Gas	\$111.53
	220013378819: Morganville Lift Station			
	407-000-000-535-80-47-00		SEW - Electric/Gas	\$36.80
	220013379635: PW Shop-Sewer 24%			
	407-000-000-535-80-47-00		SEW - Electric/Gas	\$44.29
	220013379643: Diamond Glen Sewer			
	407-000-000-535-80-47-00		SEW - Electric/Gas	\$13.49
	220013379619: Sewer Pump			
	410-000-000-531-10-47-00		STRM - Electric/Gas	\$36.81
	220013379635: PW Shop-Drainage 24%			

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	Total 04072023 PSE			\$11,191.23
	Total 52914			\$11,191.23
Total Puget Sound Energy				\$11,191.23
Raedeke Associates Inc				
	52915	4/11/2023	2023 - April - 3rd April 2023 Batch	
	60565			
	March 2023 Service			
	001-000-240-558-51-41-07		COM DEV - Advertising & other/reimb costs	\$1,693.00
	Diamond Heights			
	Total 60565			\$1,693.00
	Total 52915			\$1,693.00
Total Raedeke Associates Inc				\$1,693.00
RH2 Engineering Inc.				
	52916	4/14/2023	2023 - April - 3rd April 2023 Batch	
	90201			
	March 2023 Service			
	001-000-257-558-70-41-02		MDRT - Civil Engineering	\$3,975.13
	Total 90201			\$3,975.13
	52916	4/14/2023	2023 - April - 3rd April 2023 Batch	
	90209			
	March 2023 Service			
	404-000-016-594-34-63-00		WTR - Loop - SR 169 - Const	\$144.48
	Total 90209			\$144.48
	52916	4/18/2023	2023 - April - 3rd April 2023 Batch	
	90310			
	March 2023 Service			
	404-000-020-594-34-63-00		Water Project: ARPA - 3rd Ave. Improvement	\$10,512.00
	Total 90310			\$10,512.00
	52916	4/20/2023	2023 - April - 3rd April 2023 Batch	
	90421			
	March 2023 Service			
	101-000-000-542-30-41-13		STRT - Prof Serv - Eng. Civil Review	\$2,652.00
	101-000-000-543-50-41-01		STRT - Professional Services	\$847.70
	401-000-000-534-80-41-10		WTR - Prof Serv- Civil Eng	\$847.71
	401-000-000-534-80-41-13		WTR - Prof Service-GIS	\$2,652.00
	407-000-000-535-80-41-01		SEW - Prof Srvs-GIS & other review	\$847.70
	407-000-000-535-80-41-13		SEW - Prof Service - Eng. Civil Review	\$2,652.00

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
		410-000-000-531-10-41-13	STRM - Prof Service - Eng. Civil Review	\$847.71
		410-000-000-531-10-41-13	STRM - Prof Service - Eng. Civil Review	\$2,652.00
	Total 90421			\$13,998.82
52916		4/20/2023	2023 - April - 3rd April 2023 Batch	
	90422			
		March 2023 Service		
		404-000-011-534-80-41-00	WTR - Comp Plan	\$3,540.35
	Total 90422			\$3,540.35
52916		4/20/2023	2023 - April - 3rd April 2023 Batch	
	90423			
		March 2023 Service		
		402-000-003-594-34-63-00	Springs Proj. Professional Services	\$16,442.54
	Total 90423			\$16,442.54
Total 52916				\$48,613.32
Total RH2 Engineering Inc.				\$48,613.32
Rob Jewett				
52917		4/27/2023	2023 - April - 3rd April 2023 Batch	
	04272023 rj			
		Employee Reimbursement		
		101-000-000-542-30-43-01	PW - Clearing- Shared Meals, Miles & Lodging	\$58.79
			Meals - Water Distribution Mgr Cert & Exam	
	Total 04272023 rj			\$58.79
Total 52917				\$58.79
Total Rob Jewett				\$58.79
Safelite Fulfillment, Inc				
52918		4/11/2023	2023 - April - 3rd April 2023 Batch	
	056219 4/11/23			
		PD - Veh Maint		
		001-000-210-521-10-48-01	PD - Vehicle/Eq. Mtc. & Repair	\$955.58
			Glass Replacement	
	Total 056219 4/11/23			\$955.58
Total 52918				\$955.58
Total Safelite Fulfillment, Inc				\$955.58

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
South Correctional Entity				
52919	6668 SC	2/13/2023	2023 - April - 3rd April 2023 Batch	
		February 2023 Service		
		001-000-211-523-60-49-00	PD - Jail Costs	\$1,841.00
		9 days		
	Total 6668 SC			\$1,841.00
52919	6723	3/23/2023	2023 - April - 3rd April 2023 Batch	
		March 2023 Billing Adjustment		
		001-000-211-523-60-49-00	PD - Jail Costs	(\$199.00)
		-1 day		
	Total 6723			(\$199.00)
52919	6828	4/13/2023	2023 - April - 3rd April 2023 Batch	
		March 2023 Service		
		001-000-211-523-60-49-00	PD - Jail Costs	\$1,592.00
		8 days		
	Total 6828			\$1,592.00
	Total 52919			\$3,234.00
Total South Correctional Entity				\$3,234.00
Summit Law Group, PLLC				
52920	144814	4/19/2023	2023 - April - 3rd April 2023 Batch	
		March 2023 Service		
		001-000-150-515-41-41-02	Legal - Employment	\$150.00
		General Labor		
	Total 144814			\$150.00
52920	144815	4/19/2023	2023 - April - 3rd April 2023 Batch	
		March 2023 Service		
		001-000-150-515-41-41-02	Legal - Employment	\$2,100.00
		Teamsters		
	Total 144815			\$2,100.00
	Total 52920			\$2,250.00
Total Summit Law Group, PLLC				\$2,250.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Tacoma Public Utilities				
	52921	3/31/2023	2023 - April - 3rd April 2023 Batch	
	03312023 TPU			
		March 2023 Service		
		401-000-000-534-80-41-05	WTR - Tacoma PUD Wholesale Base Charge	\$13,119.82
		Base Fee		
		401-000-000-534-80-47-05	WTR - Tacoma PUD I- Water Purchase	\$624.80
		Consumption		
	Total 03312023 TPU			\$13,744.62
	Total 52921			\$13,744.62
	Total Tacoma Public Utilities			\$13,744.62
Varius Inc.				
	52922	4/10/2023	2023 - April - 3rd April 2023 Batch	
	1601 VAR			
		March 2023 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$1,180.00
	Total 1601 VAR			\$1,180.00
	52922	4/10/2023	2023 - April - 3rd April 2023 Batch	
	1602 VAR			
		March 2023 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$7,965.00
	Total 1602 VAR			\$7,965.00
	52922	4/10/2023	2023 - April - 3rd April 2023 Batch	
	1603			
		March 2023 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$13,275.00
	Total 1603			\$13,275.00
	52922	4/10/2023	2023 - April - 3rd April 2023 Batch	
	1604			
		March 2023 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$8,850.00
	Total 1604			\$8,850.00
	52922	4/10/2023	2023 - April - 3rd April 2023 Batch	
	1605			
		March 2023 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$4,720.00
	Total 1605			\$4,720.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	52922	4/10/2023	2023 - April - 3rd April 2023 Batch	
	1606 VAR			
		March 2023 Service		
		001-000-257-558-70-41-02	MDRT - Civil Engineering	\$21,318.60
	Total 1606 VAR			\$21,318.60
	Total 52922			\$57,308.60
Total Varius Inc.				\$57,308.60
VenTek International				
	52923	4/1/2023	2023 - April - 3rd April 2023 Batch	
	137167			
		April 2023 Service		
		001-000-270-576-80-41-02	PRK - Venvue Pay Station	\$90.00
	Total 137167			\$90.00
	Total 52923			\$90.00
Total VenTek International				\$90.00
Washington Law Enforcement Information and Records Association				
	52924	4/20/2023	2023 - April - 3rd April 2023 Batch	
	2804			
		PD - Training		
		001-000-210-521-10-49-01	PD - Training	\$75.00
		Public Disclosure - Sloss		
	Total 2804			\$75.00
	Total 52924			\$75.00
Total Washington Law Enforcement Information and Records Association				\$75.00
Washington State Department of Transportation Northwest Region				
	52925	4/17/2023	2023 - April - 3rd April 2023 Batch	
	JZ1545 L/JZ1545			
		March 2023 Service		
		404-000-020-594-34-63-00	Water Project: ARPA - 3rd Ave. Improvement	\$352.78
		Inspections		
	Total JZ1545 L/JZ1545			\$352.78
	Total 52925			\$352.78
Total Washington State Department of Transportation Northwest Region				\$352.78

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Water Management Laboratories, Inc.				
	52926	4/4/2023	2023 - April - 3rd April 2023 Batch	
	210773			
		April 2023 Service		
		401-000-000-534-80-41-02	WTR - Testing and Sampling	\$23.00
	Total 210773			\$23.00
	52926	4/11/2023	2023 - April - 3rd April 2023 Batch	
	210884			
		March 2023 Service		
		401-000-000-534-80-41-02	WTR - Testing and Sampling	\$46.00
	Total 210884			\$46.00
	Total 52926			\$69.00
Total Water Management Laboratories, Inc.				\$69.00
	Vendor Count	41	Grand Total	\$557,323.10



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Sorci Family LLC	52927	4/20/2023	2023 - May - 1st May 2023 Batch	
	05012023 SFLLC			
	May 2023 Rent			
	001-000-254-518-20-45-06		CH - 2023 - Bldg Rent	\$11,990.25
	City Hall Building			
	001-000-254-518-21-45-02		MOD - Land Rental	\$1,988.56
	Land Rental			
	Total 05012023 SFLLC			\$13,978.81
	Total 52927			\$13,978.81
Total Sorci Family LLC				\$13,978.81
	Vendor Count	1	Grand Total	\$13,978.81

**BLACK DIAMOND CITY COUNCIL
WORK SESSION MINUTES**

April 13, 2023

Hybrid Meeting Via Zoom and In-Person

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular work session meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Jones, Mulvihill (Zoom), Page. (Councilmember Douglass was not present during roll call and joined the meeting via Zoom at 6:27 p.m. and Councilmember Smith entered the meeting at 6:29 p.m.)

ABSENT: Councilmember de Leon (excused)

Staff present: Andrew Williamson, MDRT/Ec Dev Director; Mona Davis, Community Development Director; Rob Reed, IS Manager; Brenda L. Martinez, City Clerk/HR Manager

WORK SESSION:

1) Discussion Regarding Transportation Study

MDRT Director Williamson gave background information regarding this study and introduced staff from Parametrix.

Austin Fisher, and Alex Atchison from Parametrix shared with Council a PowerPoint presentation regarding the conditions of approval and shared how the traffic model is based on those conditions.

Topics/Items of Discussion

- Overview of Conditions of Approval
- Condition 17 – Flow Chart
- Summary of modeling efforts
- Next steps

ADJOURNMENT:

Councilmember Smith **moved** to adjourn the meeting; **second** by Councilmember Page. Motion **passed** with all voting in favor (6-0). The meeting ended at 7:24 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of April 20, 2023
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Smith, Douglass, Mulvihill, de Leon, Jones, Page (Zoom)

ABSENT: None

Staff present: Finance Director, Mayene Miller; Mona Davis, Community Development Director; Scott Hanis, Public Works Director; Andrew Williamson, MDRT/Ec Dev Director; Rob Reed, IS Manager; Jamey Kiblinger, Police Chief; David Linehan, City Attorney; Jake Kapsandy, IT Department; and Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember de Leon **moved** to approve the agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

PUBLIC COMMENTS:

Mario Sorci, Black Diamond spoke to the Council.

Grazyna Prouty, Kent spoke to the Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation – OakPointe

Brian Ross, OakPointe shared with Council a PowerPoint presentation that updated them on the Ten Trails development along with the Reserve at Woodlands within King County. It touched on homes sold, other areas, Lawson Hills Fire Station, Villages mixed use, Mountain View mixed use, parks, 2023 events, future land use, MPD phasing map, expiration of development agreements, and the North Gateway.

CONSENT AGENDA:

Councilmember de Leon **moved** to approve the Consent Agenda; **second** Councilmember Smith. Motion **passed** with all voting in favor (7-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – April 20, 2023, Check No. 52822 through Check No.52884 (void (52743) and EFTs in the amount of \$311,370.77
- 2) **Payroll** – March 2023, Check No. 20285 through Check No. 20293 and ACHs in the amount of \$492,984.66
- 3) **Minutes** –Council Meeting of April 6, 2023

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS: None

DEPARTMENT REPORTS:

Fire – Chief Judkins reported sending her report and the request to have a councilmember on their board as an advisory member. Mayor Benson announced that Councilmember de Leon volunteered first to do this and will be our advisory member for 2023.

Public Works – Public Works Director Hanis gave an update on the intersection of Railroad and Baker and the potential of having it be a three-way stop.

MAYOR’S REPORT:

Mayor Benson reported attending the SCATBd meeting, Strong Mayor’s meeting, Labor Day committee meeting and expressed that Councilmember Page is doing a great job of getting everything organized and on schedule for this event.

COUNCIL REPORTS:

Councilmember Douglass – no report.

Councilmember Smith expressed being excited about the three-way stop and reminded folks to check their trailer breaks before heading out.

Councilmember Mulvihill shared items that were discussed at the Planning and Community Services Council Standing Committee meeting, the EMAC meeting, and is also excited about the three-way stop sign. She thanked Mona for all her work in Community Development and Councilmember Page too for all her hard work on the business survey. She shared that she is also working on Miners Day and Labor Day.

Councilmember de Leon is excited to be the advisory position to the Fire Department Board. She announced that the Enumclaw High School PTSO is presenting a series called

We Need to Talk on Tuesday, May 9th, at the high school media center at 6 p.m. She reminded everyone that the Enumclaw Youth Empowered meets monthly and it's open to everyone. She shared other ways to get involved in the community and this Saturday is an Earth Day event and shared details and shared that the vote on Prop 1 about crisis care centers is coming up.

Councilmember Jones announced the local food bank needs pasta and sauce and gave kudos to the Tahoma High School robotic team who are competing in the world championship. Another good news item he shared is that 2,500 fish will be put in Lake Sawyer in late April or early May. Lastly, he commented on the open government training he did as being part of the required training for an elected official and expressed that this would be beneficial to the public as well.

Councilmember Page thanked OakPointe for their presentation and Councilmember Deady for her advocacy to the community. She shared volunteering with the Black Diamond Police Department with training they held last week and will be doing a ride along next week. She reported serving lunch at the Community Center and shared the questions she heard. She reminded everyone that the first Black Diamond Volunteer Open House will be on Tuesday, April 25 from 6 p.m. – 7:30 p.m. at the Black Diamond Elementary School Gymnasium.

Councilmember Deady discussed the fire station regarding financing and staffing and gave a Marine vessel update. She reported attending the PIC meeting, Planning and Community Services meeting, Finance meeting. She touched on assisted living and is excited to hear from OakPointe on this and hopes it comes to fruition. She discussed the drone show during the 4th of July event at Ten Trails and announced that Labor Days and Miners Day planning is underway and invited folks to contact her or Councilmembers Page and Mulvihill on this. She shared that this Saturday is the fishing derby Lake Wilderness.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Mario Sorci, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember de Leon **moved** to adjourn the meeting; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0). The meeting ended at 8:53 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: May 4, 2023	AB23-019
Resolution authorizing the Mayor to execute the City's written final plat approval for the Tammaron Final Plat	Mayor – Carol Benson	
	City Administrator –	
	City Attorney – David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Mona Davis	X
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): None	Public Works – Scott Hanis	
Fund Source: n/a	Court – Tawnya Parks	
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Staff Report; Plat Map; Performance and Maintenance Bonds		
SUMMARY STATEMENT: Tammaron is a 34-lot plat that was granted preliminary plat and conditional use permit approval under City File Numbers PLN19-0111 and PLN19-0017, pursuant to the Hearing Examiner's December 9, 2020 decision. The development is located at the nearest intersection with SE 292nd Street & 216th Avenue SE and is zoned Neighborhood Commercial (NC). The owners, Shea Homes and SH AA Tamarack LLC, have completed the preliminary plat requirements and are now requesting final plat approval. Staff have worked with the applicant to ensure all conditions of approval have been met. The staff's written findings and recommendation for approval are documented in a Staff Report for City Council's review. If the Council determines that the final plat conforms to all terms of the preliminary plat approval set forth by the Hearing Examiner, and that adequate bonds have been posted, then by resolution, it shall accept staff's written findings and authorize The Mayor to execute the final plat approval by entering the City's written approval on the face of the plat.		
FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: 4-20-23 recommend approval		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 23-1541 approving the Final Plat of Tammaron (PLN22-0092).		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 4, 2023		

RESOLUTION NO. 23-1541

A RESOLUTION OF THE CITY OF BLACK DIAMOND, WASHINGTON, GRANTING APPROVAL OF THE FINAL PLAT OF TAMMARON (FKA TAMARACK) SUBDIVISION

WHEREAS, in a decision dated December 9, 2020, the City's Hearing Examiner granted Preliminary Plat and Conditional Use Permit Approval for the subdivision of Tammaron (formerly known as Tamarack), processed under City File Numbers PLN19-0111 and PLN19-0117; and

WHEREAS, Shea Homes has applied for final plat approval (File No. PLN22-0092) for Tammaron, which lies within the City of Black Diamond at the intersection of SE 292nd Street & 216th Avenue SE; and

WHEREAS, City staff have reviewed the proposed final plat of Tammaron for compliance with all provisions of state law and the Black Diamond Municipal Code (BDMC), as well as all conditions imposed by the Hearing Examiner's Preliminary Plat Approval, and the Public Works Design Standards and Guidelines (collectively, "Conditions of Approval"), and have prepared and provided to the City Council a Staff Report summarizing their findings in detail; and

WHEREAS, City staff have reviewed and approved the surety bonds guaranteeing completion and maintenance of the infrastructure improvements and wetland mitigation and monitoring required by the Conditions of Approval; and

WHEREAS, City staff, based on their review of the final plat application, recommend approval of Tammaron Final Plat; and

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

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

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

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

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

Section 2. Authorization. The Mayor is authorized to sign the final plat of Tammaron, signifying the Council's approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF MAY 2023.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

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

Phone: (360) 851-4447
Fax: (360) 851-4501
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April 25, 2023

STAFF REPORT RECOMMENDATION TO CITY COUNCIL TAMMARON FINAL PLAT (PLN22-0092)

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SECTION I: APPLICATION INFORMATION

Name of Subdivision:	Tammaron (formally known as Tamarack)
Number of Lots:	34 total lots for residential development and seven tracts for access, utility, parks/open space, one space for commercial use, and associated parking.
Location:	Unaddressed King County Parcel Numbers 6151800545 and 6151800550
Zoning:	Neighborhood Commercial (NC)
Comp. Plan Designation:	Neighborhood Commercial
Landowner / Applicant:	Garrett Benson / Shea Homes / SH AA Tamarack LLC
Prelim. Plat Approval:	The Tamarack Preliminary Plat application, processed under City File Number PLN19-0111, was approved by the City's Hearing Examiner on December 9, 2020, subject to 18 conditions of approval. Compliance with the Tamarack Preliminary Plat conditions of approval is detailed in Section IV – Project Analysis of this Staff Report.
Final Plat Application:	Materials for the Tammaron Final Plat application, processed under City File Number PLN22-0092, were submitted between December 27, 2022 and January 11, 2023, with review fees processed on December 28, 2022. The final plat application was deemed complete for processing on January 11, 2023. City staff provided a first review letter on February 3, 2023 requesting additional information. The applicant provided revisions and additional information to the City between March 20 and March 30, 2023.

SECTION II: SUMMARY OF REQUEST

This application is for the final platting of Tammaron (formally known as Tamarack), which received preliminary plat approval on December 9, 2020. The Tammaron Final Plat contains the following:

- 34 residential lots ranging from 4,180 to 7,420 square feet. The average lot size is 4,632 square feet.
- Seven Tracts
 - Tract A is identified as a private road and utility tract with an area of 36,145 square feet.
 - Tract B is identified as a private storm drainage tract with an area of 10,521 square feet.
 - Tract C is identified as a private access/utility tract with an area of 1,755 square feet.
 - Tracts D and G are identified as private park/open space tracts with areas of 10,751 and 14,888 square feet.
 - Tract E is identified as a commercial use tract with an area of 8,053 square feet.
 - Tract F is identified as a parking facility tract with an area of 6,146 square feet.

SECTION III: PROCESS

The applicant is required to receive preliminary plat approval prior to submittal and approval of a final plat. The Tamarack Preliminary Plat was approved by the City's Hearing Examiner on December 9, 2020, subject to 18 conditions of approval.

Materials for the Tammaron Final Plat application were submitted between December 27, 2022 and January 11, 2023, with review fees processed on December 28, 2022. The City provided a first review letter on February 3, 2023. The applicant provided revisions and additional information to the City between March 20 and March 30, 2023. The final plat was reviewed by City staff and consultants for compliance with applicable preliminary plat conditions of approval (see Section IV – Project Analysis below). This staff report provides written findings related to the Tammaron Final Plat application and a recommendation to the City Council for final plat approval.

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

SECTION IV: PROJECT ANALYSIS

RCW 58.17.170(1): Regarding Written Approval of Final Plat Applications

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

BDMC Chapter 17: Regarding the City’s Subdivision Ordinance

The applicant submitted the Tamarack Preliminary Plat application in compliance with the provisions of Black Diamond Municipal Code (BDMC) Chapter 17.12 under file number PLN18-0078. The application was approved by the Hearing Examiner on December 9, 2020, subject to 18 conditions of approval.

This final plat application complies with applicable conditions of approval established by the preliminary plat approval (refer to Section IV – Project Analysis: Compliance with Associated Conditions of Approval – Preliminary Plat Conditions of Approval (PLN18-0078) below).

The applicant has submitted final plat drawings in compliance with the provisions of BDMC Section 17.20 under this file number, PLN22-0094. The submitted final plat drawings include all required contents and standards (as established by BDMC 17.20.020), required surveys and monumentation (as established by BDMC 17.20.030), required certificates (as established by BDMC 17.20.040), and required improvements/bonds (as established by BDMC 17.20.050). Bonds are provided as Exhibit A of this staff report.

In summary, the final plat meets all standards established by the City’s Subdivision Ordinance.

BDMC 17.20.060: Regarding the City's Process for Final Plat Review and Decision

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

This section of the vested BDMC further provides for staff review and findings (BDMC 17.20.060.A), followed by a City Council decision on the final plat (BDMC 17.20.060.B). Specifically:

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

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

Compliance with Associated Conditions of Approval

SEPA Environmental Review Mitigation Measures (PLN19-0113)

The City of Black Diamond prepared a Mitigated Determination of Non-Significance (MDNS) for the Tamarack Preliminary Plat application. The SEPA mitigation measures are incorporated as permit conditions of the Hearing Examiner's Report and Decision (see Preliminary Plat Condition #2).

The following SEPA mitigation measures (written verbatim) have been completed or bonded for to the satisfaction of the City's Community Development Department and Public Works Department:

SEPA Mitigation Measure #1:

Pay the sum of Thirteen Thousand Two Hundred Eighty-Five dollars to the City of Black Diamond for its proportionate share of traffic mitigation projects needed for the impacted intersections as identified and documented in the traffic study associated with the applicant's concurrency application, City File Number PUB19-0258.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. Traffic mitigation fees were processed on February 15, 2023.

SEPA Mitigation Measure #2:

Minimize construction noise by employing Best Management Practices (BMPs) such as properly [sized] and maintained mufflers, engine intake silencers, engine enclosures and turning off equipment when not in use.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval.

SEPA Mitigation Measure #3:

Comply with the Black Diamond Engineering Design and Construction Standards Section 2.2.05, earth moving, grading, and other construction activities (including exposed soil) conducted during winter work period (October 1 to March 31) by submitting a Winterization Plan to the Public Works Department for approval.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval.

SEPA Mitigation Measure #4:

Submit a construction management plan to the Public Works Department for approval prior to commencement of any work.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval.

SEPA Mitigation Measure #5:

Consider the use of Low Impact Development such as incorporating soil amendments and native plantings in bioretention swales to improve hydrologic functions in final designs and site plans.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval.

SEPA Mitigation Measure #6:

Employ the following temporary erosion control measures:

- A. Install at least 6' of quarry spalls at all construction entrances and drive lanes to minimize off-site tracking.
- B. Place silt fencing around entire site perimeter and cover soil stockpiles when not activity grading.
- C. Install temporary measures to control surface water runoff, such as interceptor trenches, sumps or swales prior to beginning earthwork activities.
- D. Wet dry soils to minimize dust and airborne soil erosion.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval.

SEPA Mitigation Measure #7:

Adhere to the recommendations in the Geotechnical Engineering Study, from Earth Solutions dated October 11, 2019 for stripping depths, material suitability for fill, and excavations and slopes.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval.

SEPA Mitigation Measure #8:

Revise preliminary plat drawing to comply with fire apparatus access and fire suppression requirements.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval.

Preliminary Plat Conditions of Approval (PLN19-0111)

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

Preliminary Plat Condition #1:

Approval of this preliminary subdivision shall become invalid unless a final plat is submitted in proper form for final plat approval within seven years of the date of preliminary subdivision approval.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. Preliminary plat approval was issued on Dec 9, 2020. The initial final plat submittal satisfies this requirement.

Preliminary Plat Condition #2:

The SEPA MDNS mitigating measures and Level II Tree Permit Conditions are hereby incorporated as conditions of Preliminary Plat Approval as [is] set forth herein.

Staff Comment:

The applicant has acknowledged this condition for final plat approval. The applicant has met the requirements of this condition for final plat approval and satisfied all SEPA mitigation measures.

Preliminary Plat Condition #3:

The applicant shall obtain all necessary permits prior to construction.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. All necessary permits were obtained prior to construction.

Preliminary Plat Condition #4:

The applicant shall comply with all requirements of the Mountain View Fire Department found in Appendix D of the International Fire Code (IFC) for Fire Apparatus Access Roads and Appendix B, Fire Flow Requirements for Buildings.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. Written approval from the Lead Plans Review Inspector (Fire) is provided as Exhibit B of this staff report.

Preliminary Plat Condition #5:

Provision for maintenance of private stormwater system shall be required as set forth in the City of Black Diamond Standards.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. Operations and maintenance standards for the private stormwater elements are provided in Section 8.0 of the approved stormwater report and outlined in the CC&Rs to assure maintenance of the private facility is handled by the HOA.

Preliminary Plat Condition #6:

Erosion control plan shall be submitted and approved prior to any clearing or grading on the site.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. TESC plans were submitted and approved by the City with the civil permit.

Preliminary Plat Condition #7:

All interior, private roads shall be constructed to meet the City of Black Diamond adopted Road Standards.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. Road design and specifications were included with the approved site development permit. Road construction has been completed per the approved construction documents.

Preliminary Plat Condition #8:

As-built drawings must be submitted for the water and sewer systems including service connections to each lot prior to final plat approval.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. Construction of water and sewer systems is complete. Letters of Acceptance from Covington Water District and Soos Creek Water and Sewer District are attached as Exhibits F and G.

Preliminary Plat Condition #9:

All required improvements including paving, curb, sidewalk, swales, planting strips, storm drainage structures/facilities, and lighting necessary to serve the proposed plat shall be designed and constructed in accordance with City of Black Diamond standards. Required frontage improvements are as follows:

- A. Sidewalks will be required along 216th Ave SE and SE 292nd Street frontage with enough space for streetlights, 5 ft wide on 292nd and 6 ft. wide on 216th. The sidewalks will need to transition to connect to the existing section of sidewalk at the SE corner of the 216 / 292nd intersection so that relocation of the signal arms or other cabinets will not be needed at this time.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. Road sections were included with the approved site development permit and constructed per plan.

- B. The shoulder area on 216th Ave SE shall be entirely cleared and graded for a wide, shallow, gently sloped bio- swale covered with organic topsoil that will treat and infiltrate road runoff.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. The 216th Avenue SE road section was included in the approved site development plans. Amended soils were installed in the swale to treat and infiltrate road runoff.

- C. A vertical curb and gutter will be required along 292nd Street with an overlay to centerline. A planting strip with street trees will be required along 292nd Street.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. The 292nd Street road section was included in the approved site development plans and constructed per plan.

- D. Streetlights along 216th Ave SE and SE 292nd Street shall meet City standards and spacing.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. Illumination plans were approved by the City on September 14, 2022.

- E. Clearing and grading of the shoulder of 218th Place SE for a topsoil covered filter strip that slopes away from the road by 4%.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. The 218th Place SE Road section was included in the approved site development plans and built per plan.

Preliminary Plat Condition #10:

A homeowner's association (HOA) with CCRs and adequate provisions for maintenance of tracts A, B, C & D will be required for this development. The applicant will be required to furnish a copy of the C.C. & R.'s for the development to the City for review. Specifically, the applicant will need to make provisions in the C.C.R.'s for maintenance of the stormwater detention and treatment.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. Covenants, Conditions, and Restrictions have been included with the Final Plat submittal and are attached to this staff report as Exhibit C.

Preliminary Plat Condition #11:

Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All designs will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the homeowners.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. All proposed signage has been submitted to the City for review and approved prior to installation. Maintenance instructions have been outlined in the CC&Rs.

Preliminary Plat Condition #12:

All construction plans will be prepared in accordance with City of Black Diamond standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. Site Development Plans have been prepared by a Washington State licensed civil engineer per City standards and approved by City File Number PUB21-0022.

Preliminary Plat Condition #13:

The width of private roads shall meet the City's minimum residential width requirement; pavement design must meet the City's standards.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. Private road width is 22 feet from face of curb to face of curb and pavement section per City standards, as shown throughout the plan set and detailed on the road section on Sheet 18.

Preliminary Plat Condition #14:

A road maintenance covenant must be established to ensure maintenance and ultimate repaving of the internal street.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. The road maintenance covenant is attached as Exhibit D.

Preliminary Plat Condition #15:

Water Easements are required on Lots 20 and 21; Sewer Easements are required on Lots 26, 27, and Tracts E and F.

Staff Comment:

The project site plan has been redesigned since preliminary plat approval, eliminating the necessity of Water Easements on Lots 20 and 21 and Sewer Easements in Tract F. Water Easements have instead been provided on lots 22 and 23 and a Sewer Easement through Tract E.

Preliminary Plat Condition #16:

Development within the Plat shall comply with the standards set forth in BDMC 18.36.040, which governs development in the Neighborhood Center (NC) zone. Specifically, all single-family residential structures in the Plat shall comply with the dimensional standards set forth in BDMC 18.36.040.A, except for the front-yard and rear-yard setbacks, in which case the Supplement Residential Standards set forth in BDMC 18.34.040 shall apply as follows:

- Front-yard setback: Per BDMC 18.34.040.C, the front-yard setbacks shall not be less than ten feet, or twenty feet to a garage.
 - Note: The 15-foot maximum front-yard setback for residential structures in the NC zone (BDMC 18.36.040.A.4) cannot reasonably be applied to residences with front-loading garages and driveways because of the conflict it would create with the off-street parking requirements of BDMC 18.36.040.B. There would be insufficient room to accommodate a driveway within the 10-foot maximum setback set forth in BDMC 18.36.040.A. Accordingly, the Supplemental Residential Standards found in Chapter 18.34.040.C shall apply to front-yard setbacks with the Plat. ("In no case shall the front or rear yard setback be less than ten feet or

twenty feet to a garage, either attached or detached, unless otherwise allowed by this title”).

- Rear-yard setback: Per BDMC 18.34.040.C, the rear-yard setbacks shall not be less than ten feet.
 - Note: The minimum 20-foot rear-yard setback for residential buildings in the NC zone was clearly intended to apply to larger, multi-family structures, not to single-story and two-story attached homes. This 20-foot rear-yard setback was intended to provide a substantial buffer between multi-family structures and adjacent residential development. However, such a large buffer is not necessary here because of the unique circumstances of the applicant’s proposal, which is limited to single-story and two-story attached homes (i.e., a less-intensive use than contemplated by the NC zone standards). Accordingly, the Supplemental Development Standards of BDMC 18.34.040.C should be applied. (“In no case shall the front or rear yard setback be less than ten feet or twenty feet to a garage, either attached or detached, unless otherwise allowed by this title”).

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. A minimum 10-foot front setback (20 feet for garages) and a minimum 10-foot rear setback will be required for all single-family residential structures during the time of building permit submittals.

Preliminary Plat Condition #17:

A well-built six-foot tall, solid board fence with posts in concrete and tops capped along with Type 1 Landscaping, as detailed in the Landscaping Plan, shall be installed around Tract E and Tract F to shield adjacent proposed residential lots from car lights waiting in the coffee stand queue.

Staff Comment:

The applicant has met the requirements of this condition for final plat approval. The described fencing and landscaping are shown on the approved Landscaping Plans.

Preliminary Plat Condition #18:

The applicant shall submit a new site plan showing building footprints depicting single-family attached units consistent with BDMC 18.100.655 as part of the site development application for city approval. Provided, however, that if the Black Diamond City Council amends BDMC 18.100.655 to allow detached, single-family dwellings within the definition of “Senior housing,” the applicant may continue with its present detached home application.

Staff Comment:

The described revised site plan was included within the site development plans, approved May 20, 2021, City File Number PUB21-0022.

SECTION V: STAFF RECOMMENDATION

Based on the information and materials provided in the staff report, the City's Community Development Department and Public Works Department have determined that the Tammaron Final Plat application meets all applicable requirements for final plat approval.

The City staff recommends that the City Council adopt the findings in this report and **APPROVE** the Tammaron Final Plat, City File Number PLN22-0092.

Mona Davis

4-25-2023

Mona Davis – Community Development Director

Date

Scott Hanis

4/26/23

Scott Hanis – Public Works Director

Date

SECTION VI: EXHIBITS

The following Exhibits are hereby incorporated by reference into the findings of this staff report:

Exhibit A: Maintenance and Performance Bonds

Exhibit B: Written Approval from the Lead Plans Review Inspector (Fire), dated April 24, 2023

Exhibit C: Covenants, Conditions, and Restrictions, dated March 10, 2023

Exhibit D: Road Maintenance Covenant, dated March 10, 2023

Exhibit E: Plat Name Reservation Certificate, dated December 1, 2022

Exhibit F: Covington Water District Letter of Acceptance, dated March 29, 2023

Exhibit G: Soos Creek Water and Sewer District Letter of Acceptance, dated March 13, 2023

**CITY OF BLACK DIAMOND
PUBLIC WORKS PROJECT
MAINTENANCE BOND**

City Project #: PLN22-0092
Surety Bond #: CMS0352708
DATE POSTED: March 23rd, 2023
PROJECT COMPLETION DATE: 04-01-2023

RE: Project Name: Tammaron
Owner/Developer/Contractor: Shea Homes, Inc.
Project Address: APN (615180-0550, 615180-0545)

KNOW ALL PERSONS BY THESE PRESENTS: That we, SH AA Tamarack, LLC.
(hereinafter called the "Principal"), and (Name of Bonding Co.) RLI Insurance Company, a corporation
organized under the laws of the State of Illinois, and authorized to transact surety business in the State
of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Black
Diamond, Washington, in the sum of Thirty Nine Thousand Eight Hundred Forty Six and 48/100 -
- (\$39,846.48), lawful money of the United States of America, for the payment of which sum we
and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above-named Principal has entered into a certain agreement with the City,
and has performed the following public works project within the City: Refer to Permit # PLN22-
0092; and

WHEREAS, as a condition of final acceptance by the City, Principal is required to maintain,
correct, repair or replace any defects appearing or developing in the improvements installed associated
with PLN22-0092 for a period of two (2) years following the City's final acceptance of said
improvements.

NOW, THEREFORE, Principal shall maintain, correct, repair or replace any defects
appearing or developing in the improvements installed associated with PUB 21-0022, to the
satisfaction of the City, provided such defects have appeared or developed within a period of two (2)
years following the City's final acceptance of said improvements.

A. Default.

1. If the Principal defaults and does not perform the above conditions within the two year
(2) maintenance period, the Surety shall, within twenty (20) days of demand of the
City, make a written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule
acceptable to the City; or

- b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection A(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete the maintenance or repairs demanded by the City within the reasonable time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the maintenance or repairs. This provision shall not be construed as creating an obligation on the part of the City or its representatives to take on additional maintenance or repairs.

- B. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, without diminishing the proceeds available under this bond, in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be exclusively in King County Superior Court.
- C. Bond Expiration. This bond shall remain in full force and effect for a period of two (2) years from final acceptance by the City of the improvements described herein and associated with PUB18-0017.

DATED this 23rd day of March, 2023.

SURETY COMPANY
(Signature must be notarized)

By: 
Its Attorney-in-Fact

Print Name: Edward C. Spector

Business Name: RLI Insurance Company

DEVELOPER/OWNER
(Signature must be notarized)

By *see attached signature block
Its Vice President

Print Name: Mark Gray

Business Name: SH AA Tamarack, LLC.

Business Address: 9025 N. Lindbergh Drive

City/State/Zip Code: Peoria, IL 61615

Telephone Number: 800-645-2402

CITY OF BLACK DIAMOND

By: _____

Its: _____

P.O. Box 599 – 24301 Roberts Drive

Black Diamond, WA 98010

Contact: Seth Boettcher

Phone: (253) 886-2560

Fax: (360) 886-2592

APPROVED AS TO FORM:

Office of the City Attorney

Business Address: 655 Brea Canyon Road

City/State/Zip Code: Walnut, CA 91789

Telephone Number: 425-450-7175

Date: _____

CHECK FOR ATTACHED NOTARY SIGNATURE

____ Individual (Form P-1)

____ Corporation (Form P-2)

FORM P-1 / NOTARY BLOCK

(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

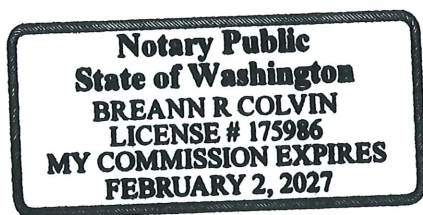
Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that Mark Gray is the person who appeared before me, and said person acknowledged as the Vice President of SHAA Tamarack LLC that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 3/20/2023
Breann Colvin
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: King County
My Commission expires: 2/2/2027

(For Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

See attached California All-Purpose Acknowledgment

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the State of Washington, residing at: _____
My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On MAR 23 2023 before me, Ethan Spector, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Edward C. Spector
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

Signer Is Representing _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janina Monroe, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, Sarah Campbell, Rhonda Larson, Charles R. Teter, III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Rachel A. Mullen, Lisa Marie Saumur, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of February, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 21st day of February, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 23rd day of March, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

By: Catherine D. Glover
Catherine D. Glover Notary Public



Bond Number: CMS0352708

SH AA Tamarack, LLC,
a Delaware limited liability company

By: 

Name: _____

Its: **Mark Gray** *Vice President*
Authorized Agent

By: _____

Name: _____

Its: _____

**CITY OF BLACK DIAMOND
PERFORMANCE BOND**

City Project #: PUB21 - 0022
Surety Bond #: K40501642
DATE POSTED: May 5th, 2022
PROJECT COMPLETION DATE: May 5th, 2024 - 2 Years

RE: Project Name: Tamarack
Owner/Developer/Contractor: CC Edwards Construction
Project Address: Parcel Number 6151800550

KNOW ALL PERSONS BY THESE PRESENTS: That we, SH AA Tamarack, LLC
(hereinafter called the "Principal"), and Westchester Fire Insurance Company
a corporation organized under the laws of the State of Commonwealth of Pennsylvania, and authorized
to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and
firmly bound unto the City of Black Diamond, Washington, in the sum of Two Million Two Hundred Ninety Six
(\$ 2,296,630.38 Thousand Six Hundred Thirty and 38/100), lawful money of the United States of America, for the payment of which sum
we and each of us bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City, to
construct the following project within the City, or is required to construct as a condition of approval,
Offsite storm drain work including grading and paving
("Improvements"); and

WHEREAS, the Improvements must be constructed in full compliance with City standards,
and the plans and specifications as required by the City; and

WHEREAS, the Improvements are to be made or constructed within a certain period of time,
unless an extension is granted in writing by the City; and

NOW, THEREFORE, this Performance Bond has been secured and is hereby submitted to
the City. It is understood and agreed that this obligation shall continue in effect until released in
writing by the City of Black Diamond, but only after the Principal has performed and satisfied the
following conditions:

A. Conditions.

1. The Improvements to be constructed by the Principal include: (insert complete
description here)

Offsite storm drain work including grading and paving

2. The Principal must construct the Improvements to conform to the design, location, materials, and other specifications as required by the City. In addition, the Principal must construct the Improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all Improvements within 2 years which time period shall begin to run from the earlier of March 4th, 2021 unless an extension is granted by the City. _____
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen, suppliers, or others as a result of such work for which a lien and/or claim against the Improvements has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within fifteen (15) days of demand of the City, make a written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees, and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the Improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such Improvements.

C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If

the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.

- D. Extensions and Changes. No change, extension of time, alteration, or addition to the work to be performed by the Principal shall negate or lessen the obligation of the Principal or Surety on this bond. The surety waives notice of any such change, extension, alteration, or addition thereunder.
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the City shall be entitled to collect its costs and attorneys fees as a part of the costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the City, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twenty-four (24) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this 5th day of May, 2022.

SURETY COMPANY
(Signature must be notarized)

By: 
Its Attorney-in-Fact

Print Name: Edward C. Spector

Business Name: Westchester Fire Insurance Company

Business Address: 436 Walnut Street

City/State/Zip Code: Philadelphia, PA 19106

Telephone Number: 213-612-5704

DEVELOPER/OWNER
(Signature must be notarized)

By *see attached signature block
Its _____

Print Name: _____

Business Name: SH AA Tamarack, LLC

Business Address: 1300 114th Avenue SE

City/State/Zip Code: Bellevue, WA 98004

Telephone Number: 602-525-9076

By: Chris Benson
Its: Mayor

Performance Bond – Surety

FORM P-1 / NOTARY BLOCK

(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: _____
My Commission expires: _____

(For Surety Company)

STATE OF WASHINGTON)
) ss. See Attached California All-Purpose Acknowledgment
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the State of Washington, residing at: _____
My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

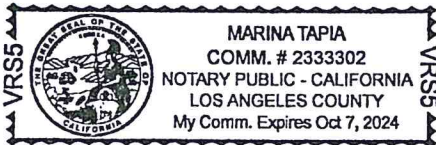
State of California

County of Los Angeles

On MAY 05 2022 before me, Marina Tapia, Notary Public, personally appeared Edward C. Spector who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Signature Marina Tapia
Marina Tapia, Notary Public



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Martha Barreras of Irvine, California; B Aleman, Erin Brown, Lisa Crail, D Garcia, Simone Gerhard, Michelle Haase, Thomas G. McCall, Janina Monroe, Emily Newell, Timothy Noonan, Jennifer Ochs, Paul Rodriguez, Lisa Marie Saumur, Aidan Smock, Edward C. Spector, Ethan Spector, Marina Tapia, Charles R. Teter III, Adriana Valenzuela and KD Wapato of Los Angeles, California -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 26th day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 26th day of January, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

MAY 05 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Bond Number: K40501642

SH AA Tamarack, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Andrew Love

From: Jill Kuzaro
Sent: Tuesday, April 25, 2023 12:34 PM
To: Andrew Love
Subject: FW: Tammaron Final Letter of Approval Fire

Please see Corey's statement below regarding the Tammaron Final Plat.

Jill Kuzaro | Permit Technician
Community Development
City of Black Diamond
www.blackdiamondwa.gov
Direct: 360-851-4527
Main: 360-851-4447

From: Corey Thomas <cthomas@rentonrfa.org>
Sent: Monday, April 24, 2023 12:50 PM
To: Jill Kuzaro <jkuzaro@blackdiamondwa.gov>
Cc: Dawn Judkins <DJudkins@mvfire.org>
Subject: RE: Tammaron Final Letter of Approval

Jill,

The Tammaron Final Plat has been reviewed and inspected and we hereby confirm that this plat has been built to required fire code standards. It is our recommendation that this plat be moved forward for final approval and recording. Thank you.

Corey Thomas, *Lead Plans Review Inspector*
Renton Regional Fire Authority | Office of the Fire Marshal
Fire Plans Review Section
18002 108th Ave SE Renton, WA 98055
W: 425-276-9582
cthomas@rentonrfa.org

Professionalism . Integrity . Leadership . Loyalty . Accountability . Respect

From: Dawn Judkins <DJudkins@mvfire.org>
Sent: Friday, April 21, 2023 1:52 PM
To: Corey Thomas <cthomas@rentonrfa.org>
Subject: Fw: Tammaron Final Letter of Approval

Corey,
Black Diamond is asking me to confirm with a letter that this plat meets fire standards and that I recommend the plat be approved. I've attached what Chief Smith issued in the past. Is this something you feel comfortable with reviewing? Or do you need more information?

From: Jill Kuzaro <jkuzaro@blackdiamondwa.gov>
Sent: Friday, April 21, 2023 13:43
To: Dawn Judkins <DJudkins@mvfire.org>
Subject: RE: Tammaron Final Letter of Approval

Yes, of course! Please see attached. If this isn't the correct document please let me know.

Jill Kuzaro | Permit Technician
Community Development
City of Black Diamond
www.blackdiamondwa.gov
Direct: 360-851-4527
Main: 360-851-4447

From: Dawn Judkins <DJudkins@mvfire.org>
Sent: Friday, April 21, 2023 1:12 PM
To: Jill Kuzaro <jkuzaro@blackdiamondwa.gov>
Subject: Re: Tammaron Final Letter of Approval

Thanks Jill. Can you send me the plans so that I can make the confirmation? I don't feel comfortable stating that it's been reviewed without having reviewed it. I don't have access to Permittrax

From: Jill Kuzaro <jkuzaro@blackdiamondwa.gov>
Sent: Friday, April 21, 2023 12:17
To: Dawn Judkins <DJudkins@mvfire.org>
Subject: Tammaron Final Letter of Approval

Hi Chief,

Mona asked me to forward the attached letter to you and to request a new letter for inclusion with the Tammaron Final Plat confirming that final plat was built to meet fire standards and recommends the plat be approved. The new letter of approval is needed for us to approve the final plat and allow them to record and move forward with the project. The attached letter of approval authorized the civils, and states that they were required to be built to comply.

Thank you!

Jill Kuzaro | Permit Technician
Community Development
City of Black Diamond
360-851-4527
www.blackdiamondwa.gov

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.

Attention: D. Christian Addicott
999 Third Avenue, Suite 4600
Seattle, WA 98104

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS
FOR
TAMMARON**

Grantor:	SH AA TAMARACK, LLC		
Grantee:	PLAT OF TAMMARON		
Legal Description (abbreviated):	LOTS 1-34, INCLUSIVE, TRACTS A, B, C, D, AND G, PLAT OF TAMMARON, CITY OF BLACK DIAMOND, RECORDING NO. _____, KING COUNTY, WA		
☒ Additional on:	SCHEDULE A		
Assessor's Tax Parcel ID #s:	615180-0545; 615180-0550		
Reference Nos. of Related Document:		(Map)	

THE MAP WAS RECORDED WITH THE RECORDER OF KING COUNTY, WASHINGTON,
CONTEMPORANEOUSLY WITH THE RECORDING OF THIS DECLARATION UNDER
REC. NO. _____, IN VOLUME ____ OF PLATS, PAGES ____
THROUGH ____.

**Note to Recorder's Office: Please add the recording number of the Map above and
on Schedule A prior to recording this Declaration.**

**This Community is subject to the Washington Uniform Common Interest
Ownership Act, codified at Ch. 64.90 RCW, as it may be from time to time
amended.**

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SCHEDULE A	Legal Description of All Property in the Community
SCHEDULE B	Lot Data, Allocated Interests, and Votes
SCHEDULE C	Initial Description of Common Elements

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TAMMARON

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is dated for reference purposes as of the date set forth below, and is made by SH AA TAMARACK, LLC, a Delaware limited liability company ("**Declarant**").

RECITALS

A. Declarant, as the owner of the real property legally described in **SCHEDULE A**, intends by recording this Declaration to create a general plan of development for the 55 years of age or older residential community known as Tammaron, a Plat Community.

B. This Declaration provides for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising Tammaron.

C. An integral part of the development plan is the creation of Tammaron Homeowners Association, an association comprised of all Owners of Lots, to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents described in this Declaration.

ARTICLE 1. DEFINITIONS

1.1. Words Defined. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply.

1.1.1. "**Allocated Interests**" means the allocation of Common Expense Liability, the undivided interest in the Common Elements if owned in common by the Lot Owners rather than the Association, and voting for each of the Lots in the Plat Community determined in accordance with the formula set forth in Section 6.3 and as listed in **Schedule B**.

1.1.2. "**Articles**" means the articles of incorporation for the Association.

1.1.3. "**Assessments**" means all sums chargeable by the Association against a Lot, including, without limitation, (a) general and special Assessments for Common Expenses and Specially Allocated Expenses, (b) fines or fees levied or imposed

by the Association; (c) interest and late charges on any delinquent account, and (d) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

1.1.4. "**Association**" means the Tammaron Homeowners Association, as more particularly described and defined in Article 13.

1.1.5. "**Board**" means the board of directors of the Association, as described in Article 15.

1.1.6. "**Building Envelope**" means, with respect to each Lot, the portions of the Lot on which the Home is originally constructed on such Lot, as shown on the Map (the "**Home Footprint**"), plus certain additional portions of such Unit located outside of and adjacent to the Home Footprint, all as shown and designated on the Map. As further described in Section Error! Reference source not found., subject to certain limited exceptions and conditions, installation or construction of improvements outside the Building Envelope of a Lot is generally prohibited.

1.1.7. "**Bylaws**" means the bylaws of the Association as they may from time to time be amended.

1.1.8. "**Common Elements**" means any real estate other than a Lot that is owned or leased either by the Association or in common by the Lot Owners rather than an Association and any other interests in real estate for the benefit of any Lot Owners that are subject to the Declaration, including, without limitation, easements, licenses, and those areas and facilities described on the attached **SCHEDULE C**. Common Elements may be further designated as Limited Common Elements.

1.1.9. "**Common Expenses**" means expenditures made by or financial liabilities of the Association made in accordance with the terms of this Declaration, including but not limited to expenses related to the maintenance, repair, and replacement of the Lots (except the interior portions of the Homes) and Common Elements, including allocations to reserves.

1.1.10. "**Common Expense Liability**" means the liability for Common Expenses allocated to each Lot in proportion to its Allocated Interest.

1.1.11. "**Community**" means Tammaron, a Plat Community created under and by this Declaration and the Map.

1.1.12. "**Conveyance**" means any transfer of the ownership of a Lot, including a transfer by deed or by real estate contract, but does not include the creation, transfer, or release of a security interest.

1.1.13. “*Declarant*” means SH AA TAMARACK, LLC, a Delaware limited liability company, and its successors and assigns.

1.1.14. “*Declarant Control*” means the right of Declarant or persons designated by Declarant to appoint and remove officers and members of the Board, or to veto or approve a proposed action of the Board or Association, pursuant to Article 14.

1.1.15. “*Declaration*” means this Declaration of Covenants, Conditions, Restrictions and Easements for Tammaron, which created the Community, as it may from time to time be amended.

1.1.16. “*Development Rights*” means any right or combination of rights reserved by Declarant in this Declaration to: (a) add real property or improvements to the Community; (b) create Lots, Common Elements or Limited Common Elements within the Community; (c) subdivide Lots or convert Lots into Common Elements; (d) withdraw real property from the Community; or (e) reallocate Limited Common Elements with respect to Lots that have not been conveyed by Declarant.

1.1.17. “*Eligible Mortgagee*” means the Mortgagee that has filed with the Secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

1.1.18. “*FHLMC*” means the Federal Home Loan Mortgage Corporation.

1.1.19. “*FNMA*” means the Federal National Mortgage Association.

1.1.20. “*Foreclosure*” means a statutory forfeiture or judicial or nonjudicial foreclosure of a Mortgage or a deed in lieu thereof.

1.1.21. “*Governing Documents*” means the Articles, Bylaws, Declaration, Map, rules, or other written instrument, as each may be amended, by which the Association has the authority to exercise any of the powers provided for in WUCIOA or to manage, maintain, or otherwise affect the Property under its jurisdiction.

1.1.22. “*Home*” means the improvements located or to be located within a Lot which are designed and intended for use and occupancy as a single-family residence, including any garage or other auxiliary structure. 48 of the Homes will be attached, duplex or townhome style homes with a shared party wall located in 24 buildings. One of the Homes will be a detached, stand-alone single family home.

1.1.23. “*HUD*” means the Department of Housing and Urban Development.

1.1.24. “*Limited Common Element*” means a portion of the Common Elements allocated in Article 8 for the exclusive use of one or more but fewer than all of the Lots. It is not currently anticipated that there will be any Limited Common Elements in the Community, but Declarant has reserved the Development Right to create them.

1.1.25. “*Lot*” means a physical portion of the Community designated for separate ownership or occupancy, the boundaries of which are described in Section 6.2 and shown on the Map. Each Lot includes the Home and any other Structures located thereon. Each Lot is intended to and shall be deemed a “Unit” under WUCIOA, RCW 64.90.010(57).

1.1.26. “*Managing Agent*” means the person designated by the Board under Section 15.3.

1.1.27. “*Map*” means the final recorded plat of Meadowridge at Maple Centre, which shall be recorded contemporaneously with this Declaration in the real property records of King County, Washington and any amendments, corrections, and addenda thereto subsequently filed.

1.1.28. “*Mortgage*” means a mortgage, deed of trust or real estate contract.

1.1.29. “*Mortgagee*” means any holder, insurer or guarantor of a Mortgage on a Lot.

1.1.30. “*Notice and Opportunity to Be Heard*” means the procedure described in Section 15.5.

1.1.31. “*Owner*” or “*Lot Owner*” means Declarant or other Person who owns a Lot, but does not include any person who has an interest in a Lot solely as security for an obligation.

1.1.32. “*Person*” means an individual, corporation, business trust, partnership, limited liability company, association, joint venture, public corporation, government, or governmental subdivision, agency, or instrumentality, or other legal entity.

1.1.33. “*Project Mortgagee*” means the holder of a Mortgage secured by Declarant’s interest in the Community, including any Lots owned by Declarant or any Development Rights or Special Declarant Rights held by Declarant.

1.1.34. “*Property*” means the real property described in **SCHEDULE A** subjected to WUCIOA and made part of the Community. The Property includes both the Lots and Common Elements. The Property includes the Subsequent Phase Property, if any.

1.1.35. “*Reserve Study*” means a reserve study prepared by a reserve study professional engaged by the Association in accordance with WUCIOA that estimates the anticipated major maintenance, repair, and replacement costs the Association is projected to incur, and provides the amount to be collected to establish and fund reserve accounts in amounts sufficient to pay such costs when due.

1.1.36. “*Special Declarant Rights*” means rights reserved for the benefit of Declarant as specified in Article 11.

1.1.37. “*Specially Allocated Expenses*” means certain expenditures or liabilities of the Association which are specially allocated among Units in accordance with usage or benefit.

1.1.38. “*Structure*” means any building, fence, wall, pole, driveway, walkway, patio, antenna or the like located on a Lot.

1.1.39. “*Transition Date*” means the date upon which the period of Declarant Control terminates as determined in Article 14.

1.1.40. “*Transition Meeting*” means the meeting of Owners held pursuant to Section 14.3.

1.1.41. “*VA*” means the Veterans Administration.

1.1.42. “*WUCIOA*” means the Washington Uniform Common Interest Ownership Act, codified at Ch. 64.90 RCW, as it may be from time to time amended.

1.2. Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and gender-neutral pronouns shall be used interchangeably.

1.3. Statutory Definitions. Some of the terms defined above are also defined in WUCIOA. The definitions in the Declaration are not intended to limit or contradict the definitions in WUCIOA. If there is any inconsistency or conflict, the definition in WUCIOA will prevail.

ARTICLE 2.

CREATION OF PLAT COMMUNITY

The Declaration and WUCIOA provide the framework by which the Community is created and operated. In the event of a conflict between the provisions of the Declaration and WUCIOA, WUCIOA shall prevail. In the event of a conflict between the provisions of this Declaration and the Bylaws, the Declaration shall prevail except to the extent the Declaration is inconsistent with WUCIOA. The creation of the Community shall not be

impaired, and title to a Lot and its interest in the Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of this Declaration, the Map or any amendment thereto to comply with WUCIOA.

ARTICLE 3. NAME OF PLAT COMMUNITY

The name of the Plat Community created by this Declaration and the Map is Tammaron.

ARTICLE 4. DESCRIPTION OF REAL PROPERTY

The real property included in the Community and submitted to WUCIOA is described in **SCHEDULE A**. There are thirty-four (34) Lots in the Community, together with the Common Elements and Limited Common Elements.

ARTICLE 5. DESCRIPTION OF BUILDINGS

Declarant anticipates that each Lot will be improved with a single-family Home of wood-frame construction which shall lie within the boundaries of the applicable Lot.

ARTICLE 6. DESCRIPTION OF UNITS; ALLOCATED INTERESTS

6.1. Number and Identification of Lots. The Community has thirty-four (34) Lots. The location of each Lot is shown on the Map.

6.2. Lot Boundaries. The boundaries of the Lots are shown on the Map. The Home or other Structures or improvements within the boundaries of a Lot, together with any open space are a part of the Lot.

6.3. Allocated Interests. The Allocated Interest of each Lot for purposes of Common Expense Liability is a fraction, the numerator of which is one and the denominator of which is the total number of Lots in the Community. Each Lot is assigned one vote in the Association. See **SCHEDULE B**.

ARTICLE 7. COMMON ELEMENTS

7.1. Description. The Common Elements include those areas and facilities described on the attached **SCHEDULE C**. Subsequent Phase Property, if any, is also part of the Common Elements.

7.2. Use. Each Owner shall have the right to use the Common Elements in common with all other Owners and a right of access from the Owner's Lot across the Common Elements to the public streets. The right to use the Common Elements extends not only to each Owner, but also to the Owner's tenant(s), if applicable, and to the agents, family members, invitees and licensees of an Owner and its tenant(s) (if accompanied by an Owner or, if applicable, the Owner's tenant(s)). The right to use the Common Elements, including the Limited Common Elements, shall be governed by the provisions of WUCIOA, this Declaration, the Bylaws, and the rules and regulations of the Association.

7.3. Conveyance or Encumbrance of Common Elements. Subject to RCW 64.90.465, portions of the Common Elements may be conveyed or subjected to a security interest by the Association if approved by the Owners having at least 80% of the votes in the Association, including 80% of the votes excluding votes held by Declarant or an affiliate of Declarant (as defined in WUCIOA), and the consent of Eligible Mortgagees of at least 80% of the Lots subject to security interests held by Eligible Mortgagees. All of the Owners of Lots to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in a Limited Common Element shall be void unless the Lot to which that interest is allocated is also transferred.

ARTICLE 8. LIMITED COMMON ELEMENTS

8.1. Description. Initially, there shall not be any parking, storage, or other Limited Common Elements in the Community, unless otherwise provided on **SCHEDULE C**. But Declarant has reserved the Development Right to convert Common Elements into Limited Common Elements.

8.2. Use. Each Owner shall have the exclusive right to use the Limited Common Elements allocated or assigned solely to the Owner's Lot, if any. The right to use the Limited Common Elements extends not only to each Owner of a Lot, but also to the Owner's tenants, family members, guests and invitees. The Board may adopt rules and regulations governing the use of the Limited Common Elements.

8.3. Establishment and Reallocation. Except for a reallocation made by Declarant pursuant to Development Rights, a Limited Common Element may be reallocated between Lots only with the approval of the Board and by an amendment to the Declaration executed by the Owners and Eligible Mortgagees of the Lots to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this Section within thirty (30) days, or within such other period provided by this Declaration, unless the proposed reallocation does not comply with WUCIOA or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment shall be recorded in the names of the parties and of the Community. A Common Element may be reallocated and

established as a Limited Common Element, or a Limited Common Element may be incorporated into an existing Lot with the approval of 67% of the Owners, including the Owner of the Lot to which the Limited Common Element was allocated and the Owner of the Lot to which the Limited Common Element will be allocated or incorporated; provided, however, the Community amenities such as the Community club house may not be reallocated from Common Elements to Limited Common Elements assigned to only certain Owners without the approval of each Owner that would be excluded from using such amenity by such action. Such reallocation or incorporation shall be reflected in an amendment to the Declaration and the Map. The Owner or Owners benefited by a reallocation or creation and allocation of a Limited Common Element under this Section shall bear all costs associated therewith in proportion to the relative benefits to each such Lot as determined by the Board or as such Owners may otherwise agree.

ARTICLE 9. PARKING AND STORAGE

9.1. Garage and Storage in Lots. For all Lots, Owner parking will be in a garage constructed within the Lot Owner's Home. There are garages located on the ground floor of each Lot. There are no Limited Common Element parking or storage spaces in the Community. All storage is within the Home to be constructed within each Lot.

9.2. Regulation of Parking. Exterior parking spaces within the Community but not on public streets are to be used only by owner guests or invitees for the parking of operable passenger motor vehicles and may not be used for parking commercial vehicles, trailers or recreational vehicles or for other purposes except to the extent expressly allowed by rules and regulations adopted by the Board; provided, however, that such parking spaces may be used for parking recreational vehicles or trailers for purposes of loading or unloading the same for a period of up to 24 hours. (This restriction does not apply to police or sheriff's cars.) All exterior Common Element parking spaces are general parking available for use on a first-come, first-serve basis for use by the guests or visitors of any Lot Owner, subject to any applicable rules or regulations adopted by the Association. There is currently only one Common Element parking space in the Community, which is a parallel parking space reserved as parking for persons with valid disability parking permits.

9.2.1. No vehicles parked outside of the garage within any Lot or elsewhere in the Community may block sidewalks.

9.2.2. The Board may direct that any vehicle or other thing improperly parked on the Common Elements in violation of Association rules, or kept in a parking space or any vehicle lacking or displaying a parking permit (if so required by the rules and regulations of the Association), be removed. If the vehicle is not removed within 48 hours, or such shorter time period specified in the Community rules or by the Board in its Notice, the Board may cause it to be removed at the risk and cost of the owner thereof.

9.3. Fire Marshal Requirements. All private roads or drives within the Community are subject to any applicable regulations established by the King County Fire Marshal.

ARTICLE 10.
PERMITTED USES, MAINTENANCE OF UNITS; CONVEYANCES

10.1. Use. The Lots are intended for and restricted to residential use and for social, recreational or other reasonable activities normally incident to such use.

10.1.1. No business, trade or similar activity shall be conducted within the Community; provided, however, that an Owner or occupant residing in a Home may conduct business activities within the Home so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Home, (b) the business activity conforms with all zoning requirements applicable to the Community, (c) the business activity does not involve regular visitation of the Home by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Community, and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, a hazardous or offensive use or threaten the security or safety of other residents of the Community, as may be determined in the discretion of the Board.

10.1.2. The restrictions set forth in Section 10.1.1 shall not apply to any activity conducted by Declarant with respect to the development, operation and/or sale of any Lots owned by Declarant.

10.2. Leasing. All leases must be for a minimum time period of 30 days, however, this restriction shall not apply to homes financed with loans that are subject to the requirements found in 24 CFR 203.41(a)(3) as may be amended from time to time. Any lease or rental agreement for a Lot shall be in writing and provide that it is subject in all respects to the provisions of this Declaration and the Bylaws and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. The occupants of the Lot under the lease shall satisfy the “housing for older persons” restrictions set forth in Section 10.17 of this Declaration and any rule or regulation adopted by the Board with respect thereto. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. If any lessee or occupant of a Lot violates or permits the violation by his or her guests and invitees of any provisions hereof or of the Bylaws or of the rules and regulations of the Association, and the Board determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Lot and the Owner thereof to forthwith cease such violations, and if the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of Owner, to impose commercially reasonable fines on the Owner and/or evict the tenant or occupant if Owner fails to do so

after Notice from the Board and an Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Lot for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 17. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or rent the Owner's Lot. To the extent that any provision set forth in this Declaration regarding leasing is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("**DVA Financing**"), such provision shall not apply to any Unit that is: (i) encumbered by DVA Financing; or (ii) owned by the Department of Veterans Affairs.

10.3. Maintenance of Lots, Common Elements, and Limited Common Elements. Unless otherwise provided herein, the Association is responsible for maintenance, repair, and replacement of the Common Elements (including stormwater drainage facilities within Tract A, B and G, the Lots, and other portions of the Property identified on the attached **SCHEDULE C**) including any Limited Common Elements, and each Owner is responsible for maintenance, repair and replacement of the Owner's Lot including the Home and any Structures constructed within the Lot. Each Owner shall, at Owner's sole expense, keep such Owner's Lot, except for Common Elements and Limited Common Elements, and all improvements, landscaping and yard areas thereon, in good order and repair and free of debris, in a manner and with such frequency as is consistent with good property management. Each Owner of a Benefitted Lot that has an exclusive Side Yard Easement over and across the Side Yard Easement Area of an adjoining Burdened Lot shall be solely responsible for maintenance of the landscaping and other components of such Side Yard Easement Area (as further described and as such terms are defined in Section 24.8, below).

10.3.1. Each Owner shall, at Owner's sole expense, keep the Home and any Structures in good order, condition, and repair and shall take all steps necessary to maintain the good appearance and condition of the Home and any Structures.

10.3.2. Notwithstanding the foregoing, Declarant shall be responsible for the actual cost of construction, maintenance, repair, replacement, and insurance of the improvements constructed by Declarant within the Community until Assessments have commenced with respect to the Lots.

10.3.3. The Map provides that Tract C is conveyed to Lots 9 and 10 for purposes of access and utility for the benefit of such Lots. Each of Lots 9 and 10 has an equal and undivided interest in Tract C. The Owners of such Lots shall be responsible for the maintenance, repair, and replacement of their respective Tracts.

10.4. Architectural Control. No improvements (including staking, clearing, excavation, grading and other site work), exterior alteration of existing Homes and

Structures (including painting), placement or posting of any object or thing on the exterior of any Home or Structure (e.g., fences, signs, antennas, satellite dishes, clotheslines, playground equipment, lighting, storm or screen doors and windows, temporary structures, artificial vegetation, exterior sculptures and fountains) or planting or removal of plants, trees or shrubs shall take place except in compliance with this Section.

10.4.1. An Owner may remodel or redecorate the interior of the Owner's Home in any manner desired, repaint the exterior of the Owner's Home in accordance with the originally approved color scheme or rebuild Structures in accordance with originally approved plans and specifications without approval under this Section; however, modifications to screened porches, patios and similar portions of a Home or Structure visible from outside the Lot shall require approval of the Board.

10.4.2. All Homes constructed on any Lot shall be designed by and built in accordance with the plans and specifications of a building designer or licensed architect. All Homes shall be constructed of new construction materials onsite, unless otherwise approved pursuant to Section 10.5 and shall be constructed in compliance with all applicable building codes.

10.4.3. This Section shall not apply to the construction of Homes or Structures by, or activities of, Declarant or to improvements or modifications to the Common Elements by or on behalf of the Association.

10.4.4. This Section may not be amended without Declarant's written consent so long as Declarant owns any Lot subject to this Declaration.

10.4.5. In no event shall any fences other than those installed by the Declarant or Association to screen garbage and recycling containers be located anywhere within the Community. All Common Elements and the exteriors of Homes shall be maintained by the Association, and may not be altered by Lot Owners. Without limiting the foregoing, Owners may not install any fencing, shrubbery, other real or artificial vegetation, landscaping, lawn statues, other exterior sculptures, fountains, and other objects in the exterior portions of a Lot except to the extent allowed under the Residential Design Guidelines.

10.4.6. This Section is for the benefit of and may be relied upon and enforced by each Owner, the Association, and King County.

10.5. Architectural Review Committee. Following the initial sale of a Lot by Declarant to an Owner, the review of applications for construction and modifications hereunder with respect to such Lot shall be handled by an Architectural Review Committee ("**ARC**"). ARC committee members need not be Owners or representatives of Owners and may, but need not, include architects, engineers or similar professionals whose compensation, if any, shall be established by the Board. The Board may establish reasonable fees for review of applications and require them to be paid prior to review.

During the Period of Declarant Control, the Property Improvement Committee shall consist of the Board. After the period of Declarant Control, the ARC shall consist of at least three (3) but not more than five (5) persons, and shall have exclusive jurisdiction over construction or modification of any Home or Structure. If no ARC is appointed by the Board, the Board shall be the ARC.

10.5.1. Guidelines and Procedures. Concurrently with recording of this Declaration, the Board, in its capacity as the ARC, has adopted guidelines and application, review, and enforcement procedures, for new construction or modification of Homes, Structures and landscaping (the “*Residential Design Guidelines*”). The ARC shall provide a copy of the Residential Design Guidelines to any Lot Owner on demand, at such Owner’s sole cost and expense. The Residential Design Guidelines may contain general provisions applicable to all of the Lots and specific provisions which vary from one portion of the Community to another depending upon the location, characteristics and intended use thereof. Unless the Residential Design Guidelines specify a different response period, if the ARC fails to approve, modify or disapprove in writing an application within sixty (60) days after a complete application (with completion to be determined by the ARC in its commercially reasonable discretion) has been submitted to it, the approval of the ARC will be deemed granted. Plans and specifications showing the nature, kind, shape, color, size, materials and location of all proposed construction and modifications shall be submitted to the ARC for review and approval. In reviewing each submission, the ARC may consider the quality of workmanship and design, harmony of external design with existing Homes, and location in relation to surrounding Homes, topography, finish grade elevation and other factors, as well as the Residential Design Guidelines.

10.5.2. No Waiver of Future Approvals. The approval of any proposals, plans, specifications, drawings or other matters in any one instance shall not be deemed a waiver of any right to withhold subsequent approval of any similar proposals, plans, specifications, drawings or matters.

10.5.3. Variances. The ARC may authorize variances in writing from its guidelines and procedures, but only: (a) in accordance with its duly adopted rules and regulations, (b) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations require, and (c) when construction in accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing and anticipated uses of adjoining Lots. Inability to obtain or the terms of any governmental approval or the terms of any financing shall not be considered a hardship warranting a variance.

10.5.4. Limitation of Liability. The ARC shall not be responsible for the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. None of Declarant, the Association, the Board, any committee or member of

any of them shall be liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications.

10.5.5. Enforcement. Any construction, alteration or other work done in violation of this Section 10.5 shall be deemed nonconforming. On written request from the ARC, Owners shall, at their own expense, cure such nonconformance to the satisfaction of the ARC or restore the Lot to substantially the same condition as existed prior to the nonconforming work. If an Owner fails to so cure or restore, the Board may do so at the Owner's expense and assess the cost against the benefited Lot as a special Assessment.

Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with this Section may be excluded by the Board from the Community, subject to the notice and hearing procedures in the Bylaws. In such event, none of the Association, its officers nor directors shall be held liable to any person for exercising the rights granted by this Section. In addition, the Board may, on behalf of the Association, pursue all legal and equitable remedies available to enforce this Section and the decisions of the ARC.

10.6. Satellite Dishes and Antennae. An Owner may not install a satellite dish, antenna, or other receiving device in or on any portion of the Common Elements. Any such installation as part of the Owner's Lot shall be in accordance with any rules and regulations adopted by the Association, except for "Protected Antenna," as defined in 47 C.F.R. § 1.4000, as it may be amended.

10.7. Effect on Insurance. Nothing shall be done or kept in any Lot or in any Common Element or Limited Common Element that will increase the rate of insurance on the Property without the prior written consent of the Board. Nothing shall be done or kept in any Lot or in any Common Element or Limited Common Element that will result in the cancellation of insurance on any part of the Property or that would be in violation of any laws.

10.8. Use or Alteration of Common and Limited Common Elements. Use of the Common Elements and Limited Common Elements shall be subject to the provisions of this Declaration and the rules and regulations of the Board. Nothing shall be altered or constructed in or removed from any Common Element or Limited Common Element by an Owner without the prior written consent of the Board.

10.9. Displays. The installation and display of flags, signage, and solar panels within the Community shall be subject to such rules and regulations as may be adopted by the Association, provided that the rules and regulations are subject to and in accordance with RCW 64.90.510.

10.10. Pets. Domesticated animals or birds (herein referred to as "pets") may be kept in Homes on the Lots subject to rules and regulations adopted by the Board.

The Board may, after Notice and Opportunity to be Heard, at any time require the removal of any pet which it finds is disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain.

10.11. Quiet Enjoyment. No Owner shall permit anything to be done or kept in the Owner's Unit, Limited Common Elements or Common Elements which would interfere with the right of quiet enjoyment of the other residents of the Community.

10.12. Offensive Activity. No noxious or offensive activity shall be carried on in any Lot, Limited Common Element or Common Element, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners. Owners shall not permit any condition to exist that will induce, breed or harbor infectious plant diseases or noxious insects or vermin.

10.13. Trash and Recycling Removal. Owners shall individually contract for trash, recycling, and yard waste collection. Each Owner shall be responsible for depositing trash, garbage, and recycling from the Lot in proper receptacles which shall only be placed at the curb on collection days. The Board shall have the right to adopt rules and regulations regarding garbage, trash, trash containers and collection. The Board shall have the right to contract with or designate one or more third parties (including a municipality) to collect garbage, trash, and recyclable materials for the benefit of the Owners, with any costs to be a Common Expense or billed separately to the Owners at the sole discretion of the Board.

10.14. Hazardous Substances. The Owner of each Lot shall not permit any Hazardous Substance to be generated, processed, stored, transported, handled or disposed of on, under, in or through the Owner's Lot or the Property. Each Owner shall indemnify, defend, and hold harmless the other Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Lot or the Property by the Owner, tenants or invitees of the Lot. As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste or material that is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste or material that now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) or under any local or state rule or regulation. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, and/or genetic abnormalities.

10.15. Conveyance by Owners, Notice Required. The right of an Owner to convey the Lot shall not be subject to any right of approval, disapproval, first refusal or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to convey a Lot shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying (a) the Lot being sold, (b) the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest, and (c) the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Lot, whether or not such information is requested. Promptly upon the conveyance of a Lot, the new Lot Owner shall notify the Association of the date of the conveyance and the Lot Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy under Article 21 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy. At the time of the first conveyance of each Lot, every Mortgage, lien or other encumbrance affecting that Lot and any other Lot or Lots or real property, other than the percentage of undivided interest of that Lot in the Common Elements, shall be paid and satisfied of record or the Lot being conveyed and its undivided interest in the Common Elements shall be released therefrom by partial release duly recorded or the purchaser of that Lot shall receive title insurance from a licensed title insurance company against such Mortgage, lien or other encumbrance.

10.16. Landscaping.

10.16.1. Lots. The Owner of each Lot shall maintain the landscaping on the Lot in a neat and presentable condition at all times, which includes but is not limited to regular mowing, eradication of weeds from beds and lawn, edging, watering and fertilizing, and shall not permit the Lot to become overgrown or allow weeds and other noxious plants to remain on the Lot. Notwithstanding the foregoing, the Association shall maintain the front yards of each Lot, and shall have an easement over and across the same for such purpose.

10.16.2. Trees. The Association shall maintain trees which lie within Common Elements and any street trees within the Community. Each Owner shall maintain any trees that lie within such Owner's Lot.

10.16.3. Landscaping Strips. The Association shall maintain any landscaping within the community lying outside of the Lots.

10.16.4. Association Standards. The Board shall be the sole judge as to the appropriate level of maintenance, repair and replacement of all areas the Association maintains within the Community, including the frequency and timing of the irrigation of all plant materials, provided that all such areas shall be maintained in good condition and repair at all times. No Owner, tenant, or other occupany of any Lot shall (i) construct, install, alter, modify, or remove any improvements on the Common Elements without the approval of the Board; (ii) remove, add to or modify any plants, trees, rock

landscaping, or other improvements in portions of the Community maintained by the Association without the prior written approval of the Board, or (iii) obstruct or interfere with the Association in the performance of the Association's maintenance, repair and replacement of such areas and the improvements located thereon. The Association shall not be required to perform any maintenance of flowers, plants or other landscaping planted or installed by any Owner, and no such flowers, plants or other landscaping shall be planted or installed by an Owner, its tenants or other occupants in an area of the Community maintained by the Association without the prior written consent of the Board.

10.17. Occupancy Restrictions Related to Age.

(a) Generally. The Lots and Homes within the Community are intended for the housing of persons 55 years of age or older. The provisions of this Article are intended to be consistent with, and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. § 3601 et seq. (1988), as amended (the "**Fair Housing Act**"), and the exemption therefrom provided by 42 U.S.C. § 3607(b)(2)(C) regarding discrimination based on familial status. The Association, acting through its Board, shall have the power to amend this Article, without the consent of the Owners or any other Person, for the purpose of making this Article consistent with the Fair Housing Act, as it may be amended, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Section.

(b) Qualifying Occupants. In accordance with the Fair Housing Act, at least eighty percent (80%) of the occupied Residential Units must be occupied by at least one person who is 55 years of age or older (the "**Qualifying Occupant**"); provided, in the event of the death of a person who was the sole Qualifying Occupant of a Lot, the spouse or domestic partner of such Qualifying Occupant may continue to occupy the Lot as long as the provisions of the Act and the regulations adopted thereunder are not violated by such occupancy. For purposes of this Section, an occupant shall not be considered a "permanent occupant" unless such occupant considers the Lot to be his or her legal residence and actually resides in the Lot for at least six (6) months during every calendar year.

(c) Restrictions. No Lot shall be occupied by any person under the age of 18. For purposes of this Section, a Lot shall be deemed to be "occupied" by any person who stays overnight in the Lot for more than sixty (60) days in any 12-month period.

(d) Disclosure. Nothing in this Declaration is intended to restrict the ownership of or transfer of title to any Lot; provided, no Owner may occupy the Lot unless the requirements of this Article are met; nor shall any Owner permit occupancy of the Lot in violation of this Article. Lot Owners shall be responsible for including the statement that the Lots within the Tract are intended for the housing of persons 55 years of age or older, as set forth in this Section 10.17, in conspicuous type in any Lease or other occupancy

agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and for clearly disclosing such intent to any prospective tenant, purchaser or other potential occupant of the Lot. Every lease of a Lot shall provide that failure to comply with the requirements and restrictions of this Article shall constitute a default under the lease.

(e) Exceptions. Any Owner may request in writing that the Board make an exception to the requirements of this Section with respect to his or her Lot. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, but in no event may the Board grant an exception that would violate the Fair Housing Act or that would cause the Community to no longer be exempt from the Fair Housing Act.

(f) Change in Occupancy. In the event of any change in occupancy of any Lot, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Lot shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Lot and such other information as the Board may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section 10.17, in addition to all other remedies available to the Association under this Declaration and Washington law.

(g) Monitoring Compliance. The Association shall be responsible for maintaining age records on all occupants of Lots. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Article, including policies regarding visitors, updating of age records, the granting of exceptions pursuant to Section 10.17(e), and enforcement. The Association shall periodically distribute such policies, procedures and rules to Owners and make copies available to Owners, their tenants and Mortgagees upon reasonable request. At a minimum, the Association shall at all times maintain an "*Occupancy Roll*" listing the names and ages of each occupant of a Lot, and indicating whether the Lot is occupied by one or more Qualifying Occupants. For such purpose, at least once every two (2) years the Association shall survey the Owners and other occupants of Lots, and in connection with any such survey each Owner agrees to execute and/or cause to be timely executed by other occupants of the Owner's Lot, a applicable, a "*Certificate of Occupancy*" in a form satisfactory to the Board, certifying the name and age of each occupant of the Owner's Lot, and attaching proof of age in the form of a copy of a driver's license, birth certificate, passport, immigration card, military identification, or other state, local, national, or international official documents containing a birth date of comparable reliability. Each Owner shall be responsible for ensuring compliance of its Lots with the requirements and restrictions of this Section 10.17 and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Lot. EACH

OWNER, BY ACCEPTANCE OF TITLE TO A UNIT, AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES AND CAUSES OF ACTION WHICH MAY ARISE FROM FAILURE OF SUCH OWNER'S UNIT TO SO COMPLY.

ARTICLE 11.

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

11.1. Development Rights. Declarant shall have the right to exercise Development Rights, if any, under this Declaration and WUCIOA. Any such Development Rights shall terminate on the earlier of (a) the tenth (10th) anniversary of the recording of this Declaration or (b) the recording of a notice signed by Declarant that it no longer wishes to exercise any of the Development Rights.

11.2. Special Declarant Rights. Declarant reserves the following Special Declarant Rights so long as Declarant owns a Lot: (a) to complete any Homes, Structures or other improvements and otherwise perform work indicated on the Map, or described in this Declaration or Declarant's public offering statement, authorized by building permits applicable to the Community, provided for under any purchase and sale agreement between Declarant and a purchaser of a Lot, necessary to satisfy any express or implied warranty under which Declarant is obligated or as otherwise authorized or required by law; (b) to maintain sales offices, construction offices, management offices, interior and exterior signs advertising the Community, and models in Lots that are not occupied and are for sale by Declarant, in Lots owned by Declarant, and in the Common Elements of the Community; (c) to conduct sales events and other activities relating to the marketing of Lots in the Common Elements of the Community; (d) to use easements through the Common Elements for the purpose of making improvements within the Community or within real property that may be added to the Community; (e) to make the Community subject to a master association; (f) to merge or consolidate the Community with another common interest community of the same form of ownership; (g) to elect, appoint or remove any officer of the Association or any member of the Board or to veto or approve a proposed action of the Board or Association during the period of Declarant Control as provided by Article 14; (h) to control any construction, design review, or aesthetic standards committee or process; (i) to attend meetings of the Lot Owners and, except during an executive session, the Board; and (j) to have access to the records of the Association to the same extent as a Lot Owner.

11.3. Declarant Inspections. Declarant shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Community in order to ascertain the physical condition of the improvements in the Community and to determine whether maintenance, repairs or replacements of any such improvements are indicated; provided, however, that no such inspections or tests will be made that would affect any portion of the interior of an Owner's Home except in the case of an emergency and, in such case, Declarant shall provide such Owner with as much advance notice as is feasible under the circumstances. Declarant shall pay all costs of such

inspections and tests made pursuant to this Section, shall restore the affected portion of the Property to its condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Lots from any damage resulting therefrom. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section.

11.4. Declarant Right to Attend Association Meetings and Receive Minutes and Notices. Until the twenty-fifth (25th) anniversary of the recording of this Declaration, (a) Declarant shall have the right to attend all meetings of the Board and the Association; (b) the Association shall send Declarant notices of such meetings at the same time notices are given to the members of the Board or the Association, as the case may be, and copies of minutes of all meetings of the Board and the Association; and (c) Declarant shall have the right to inspect the books and records of the Association as further provided in Section 13.6. Notices and minutes shall be given to Declarant in writing to Declarant in such other manner as Declarant shall specify.

11.5. Transfer. The rights described in this Article shall not be transferred except by instrument evidencing the transfer executed by Declarant or Declarant's successor and the transferee, and recorded in King County. The rights and liabilities of the parties involved in such a transfer, and of all persons who succeed to any Development Right or Special Declarant Right, are set out in RCW 64.90.425.

11.6. Expiration of Development Rights and Special Declarant Rights. The Development Rights and Special Declarant Rights shall expire on the earlier of (a) the tenth (10th) anniversary of the recording of this Declaration or (b) the recording of a notice signed by Declarant that it no longer wishes to exercise any of the Development Rights or Special Declarant Rights. Any Development Right (i) may be exercised with respect to different portions of the Property at different times, (ii) no assurances are made regarding the boundaries of portions of the Property which may be subjected to the exercise of a Development Right or the order in which a Development Right may be exercised, and (iii) if a Development Right is exercised, it is not necessary that the Development Right be exercised in all or in any other portion of the remainder of the Property.

ARTICLE 12. ENTRY FOR REPAIR OR MAINTENANCE

The Association and its agents or employees may enter any Lot and the Limited Common Elements allocated thereto to effect repairs, improvements, replacements, maintenance or sanitation work deemed by the Board to be necessary in the performance of its duties, to do necessary work that Owner has failed to perform or to prevent damage to the Common Elements or to another Lot. Without limitation, the Association and its agents or employees shall be deemed to have the right to enter upon any Lot for regular maintenance of the landscaping and all other portions of such Lot except the interiors of the Homes, all of which shall be a Common Expense of the Association. Except in cases of great emergency that preclude advance notice, the Board shall cause the Lot occupant

to be given Notice and an Opportunity to be Heard as far in advance of entry into the interior portion of a Home as is reasonably practicable, and such entry shall be made with as little inconvenience to Owners and occupants as practicable. The Board may levy a special Assessment against Owner of the Lot for all or part of the cost of work that Owner has failed to perform which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 17.

ARTICLE 13. OWNERS ASSOCIATION

13.1. Form of Association. The Owners of Lots shall be members of the Association. The Association shall be organized as a nonprofit corporation, no later than the date the first Lot in the Community is conveyed. The number of Board members and qualifications and procedures for election to the Board shall be provided in the Bylaws. The rights and duties of the Board and of the Association shall be governed by the provisions of WUCIOA, the Declaration, and the Bylaws.

13.2. Bylaws. The Board will adopt Bylaws to supplement the Declaration, provide for the administration of the Association and the Community, and for other purposes not inconsistent with WUCIOA or the Declaration.

13.3. Qualification and Transfer. Each Owner of a Lot (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Lot owned, which membership shall be considered appurtenant to that member's Lot. Ownership of a Lot shall be the sole qualification for membership in the Association. A membership shall not be transferred in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot, provided that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

13.4. Powers of the Association. In addition to those actions authorized elsewhere in the Declaration, the Association shall have the power to:

13.4.1. Adopt and amend the Bylaws and the rules and regulations for the Community;

13.4.2. Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Common Expenses and special Assessments from Owners;

13.4.3. Hire and discharge or contract with Managing Agents and other employees, agents, and independent contractors;

13.4.4. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the Community, provided, however, that the approval of Owners holding at least 67% of the votes in the Association shall be required before the Association may institute, commence or intervene in any litigation or administrative proceeding, including arbitration, other than litigation or other proceedings against Owners for collection of delinquent Assessments or for enforcement of the Declaration or rules and regulations of the Association; but Owner approval shall not be required for settlement of such litigation or administrative proceedings;

13.4.5. Make contracts, borrow money and incur liabilities;

13.4.6. Regulate the use, maintenance, repair, replacement, and modification of Common Elements and Limited Common Elements;

13.4.7. Cause additional improvements to be made as a part of the Common Elements;

13.4.8. Acquire, hold, encumber, convey, and dispose of, in the Association's name, right, title or interest to real or tangible and intangible personal property, and arrange for and supervise any addition or improvement to the Community, provided that:

13.4.8.1. If the estimated cost of any separate property acquisition, addition or improvement to the Community exceeds \$5,000, the approval of the Owners holding at least 67% of the votes in the Association shall be required; and

13.4.8.2. The beneficial interest in any property acquired by the Association pursuant to this Section shall be owned by the Owners in the same proportion as their respective interests in the Common Elements and shall thereafter be held, sold, leased, mortgaged or otherwise dealt with as the Board shall determine.

13.4.9. Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;

13.4.10. Impose and collect any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

13.4.11. Acquire and pay for all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Community;

13.4.12. Impose and collect charges for late payment of Assessments as further provided in Article 16 and, after Notice and an Opportunity to be

Heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in this Declaration, the Bylaws or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of this Declaration, the Bylaws, and rules and regulations of the Association;

13.4.13. Impose and collect reasonable charges for the preparation and recording of amendments to this Declaration, resale certificates required by RCW 64.90.640, and statements of unpaid Assessments;

13.4.14. Provide for the indemnification of its officers and Board, and maintain directors' and officers' liability insurance;

13.4.15. Assign its right to future income, including the right to receive Assessments;

13.4.16. Provide or pay, as part of the Common Expenses, utility services to the Lot Owners as reasonably determined by the Board;

13.4.17. Exercise any other powers conferred, by this Declaration or the Bylaws;

13.4.18. Exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and

13.4.19. Exercise any other powers necessary and proper for the governance and operation of the Association.

13.5. Financial Statements and Records. The Association shall keep financial records in accordance with generally accepted accounting principles and in sufficient detail to enable the Association to comply with the resale certificate requirements set forth in RCW 64.90.640. All financial and other records shall be made reasonably available for examination by any Lot Owner and the Owner's authorized agents. At least annually, the Association shall prepare or cause to be prepared, a financial statement of the Association in accordance with accrual based accounting practices. The annual financial statement shall be audited at least annually by a certified public accountant who is not a member of the Board or an Owner, unless waived in accordance with RCW 64.90.530(2). The financial statement shall be completed in time for the Association's annual meeting and in any event within one hundred twenty (120) days following the end of the fiscal year. Any Mortgagee will, upon request, be entitled to receive the annual financial statement within one hundred twenty (120) days following the end of the fiscal year. The Board, or persons having 35% of the voting power of the Association, may require that an audit of the Association be presented at any special meeting. An Owner, at such Owner's expense, may at any reasonable time conduct an audit of the books of the Association. Upon written request of FHLMC, FNMA, HUD or VA, if it is a Mortgagee, the Association shall provide

such Mortgagee within a reasonable time the audited financial statement of the Association for the preceding fiscal year.

13.6. Inspection of Community Documents, Books, and Records. The Association shall make available to Owners, Mortgagees, prospective purchasers and their prospective Mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, and other books, records, and financial statements of the Association. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

ARTICLE 14. DECLARANT CONTROL PERIOD

14.1. Declarant Control Until Transition Date. Until the Transition Date, Declarant shall have the right to appoint and remove all members of the Board, provided that (a) not later than sixty (60) days after conveyance of 25% of the Lots that may be created to Owners other than Declarant, at least one member and not less than 25% of the members of the Board must be elected by Owners other than Declarant and (b) not later than sixty (60) days after conveyance of 50% of the Lots that may be created to Owners other than Declarant, not less than one-third of the members of the Board must be elected by Owners other than Declarant.

14.2. Transition Date. Declarant Control of the Association shall terminate on the Transition Date. The Transition Date shall be no later than the earliest of: (a) ten (10) years after the recording of this Declaration, (b) sixty (60) days after conveyance of 75% of the Lots that may be created to Owners other than Declarant, (c) two (2) years after the last conveyance of a Lot, except to a dealer, (d) two (2) years after any right to add new Lots was last exercised, or (e) the date on which Declarant, after giving notice in a record to Lot Owners, records an amendment to this Declaration signed by Declarant and the Project Mortgagee pursuant to which Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board. If Declarant voluntarily surrenders control pursuant to (e) above, Declarant may require that for the duration of the period of Declarant Control, specified actions of the Association or the Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

14.3. Transition Meeting. Within thirty (30) days after the Transition Date, Declarant or the Board must schedule a special meeting of Owners to elect a Board in accordance with Section 4.1 of the Bylaws. Within thirty (30) days after such special meeting, Declarant shall deliver to the Board elected at the special meeting or to the Managing Agent all property of the Owners and of the Association held or controlled by Declarant including, but not limited to, the following:

(a) The original or a photocopy of the recorded Declaration and each amendment to the Declaration;

(b) The certificate of incorporation and a copy of the Articles as filed with the Secretary of State and the Bylaws;

(c) The minute books, including all minutes and other books and records of the Association;

(d) Current rules and regulations that have been adopted;

(e) Resignations of officers and members of the Board who are required to resign because Declarant is required to relinquish control of the Association;

(f) The financial records, including cancelled checks, bank statements, and financial statements of the Association, and source documents from the time of incorporation of the Association through the date of transfer or control to Owners;

(g) Association funds or the control of the funds of the Association;

(h) Originals or copies of any recorded instruments of conveyance for any Common Elements included within the Community but not appurtenant to the Lots;

(i) All tangible personal property of the Association;

(j) Except for alterations to a Lot done by a Lot Owner other than Declarant, the copy of the most recent plans and specifications used in the construction or remodeling of the Community, except for buildings containing fewer than three Lots;

(k) Originals or copies of insurance policies for the Community and the Association;

(l) Originals or copies of any certificates of occupancy that may have been issued for the Community;

(m) Originals or copies of any other permits obtained by or on behalf of the declarant and issued by governmental bodies applicable to the Community;

(n) Originals or copies of all written warranties that are still in effect for the Common Elements, or any other areas or facilities that the Association has the responsibility to maintain and repair, from the contractor, subcontractors, suppliers, and manufacturers and all owners' manuals or instructions furnished to Declarant with respect to installed equipment or building systems;

(o) A roster of Lot Owners and Eligible Mortgagees and their addresses and telephone numbers, if known, as shown on Declarant's records and the date of closing of the first sale of each Lot sold by Declarant;

(p) Originals or copies of any leases of the Common Elements and other leases to which the Association is a party;

(q) Originals or photocopies of any employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Lot Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge of the Person performing the service;

(r) Originals or copies of any qualified warranty issued to the Association as provided for in RCW 64.35.505, if any; and

(s) All other contracts to which the Association is a party.

14.4. Audit of Records Upon Transfer. Within sixty (60) days of the Transition Meeting, the Board must retain the services of a certified public accountant to audit the records of the Association as of the date of such special meeting in accordance with generally accepted auditing standards unless the Owners, other than Declarant, to which a majority of the votes are allocated elect to waive the audit. The costs of the audit shall be a Common Expense.

14.5. Termination of Contracts and Leases Made by Declarant. Within two (2) years after the Transition Meeting, the Association may terminate without penalty, upon not less than ninety (90) days' notice to the other party (or within such less notice period provided for without penalty in the contract or lease), any of the following if it was entered into before the Board elected at the Transition Meeting takes office: (a) any management, maintenance, operations, or employment contract, or lease of recreational or parking areas or facilities; or (b) any other contract or lease, including franchises and licenses, between the Association and Declarant or an affiliate of Declarant (as defined by RCW 64.90.010(1)). Further, the Association may terminate without penalty, at any time after the Board elected at the Transition Meeting takes office, upon not less than ninety (90) days' notice to the other party (or within such less notice period provided for without penalty in the contract or lease), any contract or lease that is not bona fide or was unconscionable to the Owners at the time entered into. This Section does not apply to any lease, the termination of which would terminate the Community or reduce its size, unless the real property subject to that lease was included in the Community for the purpose of avoiding the right of the Association to terminate a lease under this Section, or a proprietary lease.

ARTICLE 15. THE BOARD

15.1. Selection of the Board and Officers. Prior to the Transition Meeting, election or appointment of members of the Board shall be governed by Section 14.1. The number of Board members and their terms of services shall be specified in the Bylaws. The Board shall elect officers in accordance with the procedures provided in the Bylaws. The members of the Board and officers shall take office upon election. Removal of Board members, and their terms of service shall be as provided in the Bylaws.

15.2. Powers of the Board. Except as provided in this Declaration, the Bylaws, or WUCIOA, the Board shall at all times act on behalf of the Association. The Board may exercise all powers of the Association, except as otherwise provided in WUCIOA, the Declaration or the Bylaws. The Board may adopt, amend or repeal any rule or regulation for the Community without notice to Owners, provided that (a) following adoption, amendment or repeal of a rule or regulation, the Association gives notice to Owners of its action and provides a copy of any new or revised rule; and (b) the rule or regulation is reasonable.

15.3. Managing Agent. The Board may contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Community, and may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein. Termination of professional management and assumption of self-management by the Association shall be subject to the provisions of Section 26.2. Any contract with a Managing Agent shall have a term no longer than one year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (a) for cause, on thirty (30) days' written notice or (b) without cause, on ninety (90) days' written notice.

15.4. Limitations on Board Authority. The Board shall not act on behalf of the Association, without the necessary vote or approval of the Lot Owners or Eligible Mortgagees, to amend this Declaration, except as provided in RCW 64.90.285, to amend the Articles or Bylaws, to terminate the Community, to elect members of the Board, or to determine the qualifications, powers, and duties or terms of office of members of the Board. The Board may, in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

15.5. Right to Notice and Opportunity to Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be Heard," the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, Eligible Mortgagees, tenants or occupants of Lots whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing, which shall not be less than five (5) days from the date notice is delivered by the

Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

ARTICLE 16.

BUDGET AND ASSESSMENTS

16.1. Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

16.2. Preparation of Budget. Not less than thirty (30) days before the end of the fiscal year the Board shall prepare a budget for the Association for the coming year. The budget shall include: (a) the projected income to the Association by category; (b) the projected Common Expenses and those Specially Allocated Expenses that are subject to being budgeted, both by category; (c) the amount of the Assessments per Lot and the date the Assessments are due; (d) the current amount of regular assessments budgeted for contribution to the reserve account; (e) a statement of whether the association has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and (f) the current deficiency or surplus in reserve funding expressed on a per Lot basis.

16.3. Ratification of Budget. Within thirty (30) days after adoption of any proposed budget for the Community after the Transition Date, the Board shall provide a copy of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after mailing of the budget. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board.

16.4. Supplemental Budget. If during the year the budget proves to be inadequate for any reason, including nonpayment of any Owner's Assessment, the Board may prepare a supplemental budget for the remainder of the year. A supplemental budget that results in an increase in an Owner's Assessments shall be subject to ratification pursuant to Section 16.3.

16.5. Monthly Assessments. The amounts required by the Association for Common Expenses as reflected by the annual budget and any supplemental budgets shall be divided into installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly Assessment for each Lot is the total of the

Common Expense Liability of that Lot times the total monthly installment for Common Expenses for all Lots. Monthly Assessments begin accruing for all Lots upon the closing of the sale of the first Lot by Declarant, provided that Declarant may delay the commencement of Assessments for Common Expenses and pay all actual Common Expenses (but shall not be required to pay allocations to reserves if it does so).

16.6. Common Expenses. Common Expenses shall include the cost of operation, maintenance, repair and replacement of Common Elements, Limited Common Elements, and the general expenses of the Association, including management and professional fees and costs, insurance and any other costs that the Board determines benefits the Lots. Common Expenses shall be allocated to all Lot Owners in accordance with their Common Expense Liability, except as provided in Sections 16.7 and 16.8.

16.7. Limited Common Element. Any Common Expense associated with the operation, maintenance, repair or replacement of a Limited Common Element shall be paid by the Owner(s) of the Lot(s) to which it is assigned.

16.8. Only Some Lots Benefited. Any Common Expense or portion thereof benefiting fewer than all of the Lots must be assessed exclusively against the Lots benefited.

16.9. Contribution to Initial Working Capital. The initial purchaser of each Lot from Declarant shall pay to the Association as a nonrefundable contribution to an initial working capital fund in the amount of \$500, but such contribution to working capital is separate from and shall not be considered as an advance payment of regular Assessments. On the Transition Date, Declarant shall make such contribution for any Lots remaining unsold on that date and shall be entitled to be reimbursed the amount so paid as each such Lot is conveyed. Declarant shall not use any of the working capital fund to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits prior to the Transition Date.

16.10. Special Assessments. For those Common Expenses and Specially Allocated Expenses which cannot reasonably be calculated and paid on a monthly basis, the Board may levy special Assessments for such expenses against the Lots, subject to ratification by Owners pursuant to Section 16.3. To the extent that any Common Expense or Specially Allocated Expense is caused by the misconduct of an Owner or tenant of any Lot, the Association may, after Notice and Opportunity to Be Heard, levy a special Assessment for the expense against the Owner of that Lot.

16.11. Creation of Reserves, Assessments. The Board shall create reserve accounts for anticipated expenses for repair or replacement of the Common Elements, Limited Common Elements, and exterior portions of the Homes which will occur in the future in order to accumulate sufficient funds to pay such expenses when they occur. The operation of reserve accounts and Assessments for reserve accounts shall be further governed by the Bylaws.

16.12. Notice of Assessments. The Board shall notify each Owner in writing of the amount of the monthly general and special Assessments to be paid for the Owner's Lot and shall furnish copies of all budgets on which the general and special Assessments are based. The Board shall furnish the same information to an Owner's Mortgagee if so requested.

16.13. Payment of Monthly Assessments. On or before the first day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Lot for that month. Any Assessment not paid by the fifth day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges and collection procedures as provided in Article 17.

16.14. Reconciliation of Assessments to Actual Expenses. The Association shall establish and maintain its accounts and records in a manner that will enable it to credit Assessments, including allocations to reserves, and other income to the Association, and to charge expenditures to the account of the appropriate Lots in accordance with the provisions of the Declaration. The accounts of the Association must be reconciled at least annually unless the Board determines that a reconciliation would not result in a material savings to any Lot Owner. Any surplus funds of the Association remaining after the payment of or provision for Common Expenses and any prepayment of reserves must be paid annually to the Lot Owners in proportion to their Common Expense liabilities or credited to them to reduce their future Common Expense Assessment.

16.15. Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Community shall belong to the Association.

16.16. Failure to Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of Owners from the obligation to pay Assessments during that or any subsequent year, and the monthly Assessments amounts established for the preceding year shall continue until new Assessments are established.

16.17. Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee of a Lot, the Board will furnish a certificate stating the amount, if any, of unpaid Assessments charged to the Lot. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and Mortgagees of the Lot who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

16.18. Recalculation of Assessments. If Common Expense Liabilities are reallocated, Assessments, special Assessments, and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities.

16.19. Reserve Study. Unless exempt under RCW 64.90.545(2), the Board shall prepare and update a Reserve Study in accordance with WUCIOA. An initial Reserve Study must be prepared by a reserve study professional and based upon either a visual site inspection of completed improvements or a review of plans and specifications of or for unbuilt improvements, or both if construction of improvements is only partially complete. An updated Reserve Study must be prepared annually. At least every three (3) years, an updated Reserve Study must be prepared by a reserve study professional and based upon a visual site inspection by the reserve study professional. The Reserve Study shall include each of the items required under RCW 64.90.550. No failure of the Board to fulfill its obligations under this Section will excuse an Owner's duty to pay Assessments or invalidate a ratified budget.

ARTICLE 17.

LIEN AND COLLECTION OF ASSESSMENTS

17.1. Assessments Are a Lien; Priority. The Association has a statutory lien on a Lot for any unpaid Assessment levied against a Lot from the time the Assessment is due. A lien under this Article shall be prior to all other liens and encumbrances on a Lot except (a) liens and encumbrances recorded before the recording of this Declaration; (b) a Mortgage on the Lot recorded before the date on which the Assessment sought to be enforced became delinquent, EXCEPT to the extent of an amount equal to the following: (i) Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 16, along with any special Assessments that are properly assessable against the Lot based on such budgets, which would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of proceedings to foreclose either the Association's lien or a Mortgage; (ii) the Association's actual costs and reasonable attorneys' fees incurred in foreclosing its lien but incurred after the giving of notice described in RCW 64.90.485(3)(a)(iii) up to the lesser of \$2,000 or the amount described in Section 18.117.1(b)(i), and (c) liens for real property taxes and other governmental assessments or charges against the Lot. The amounts described in Section 17.1(b)(ii) shall be prior only to a Mortgage on the Lot recorded before the date on which the Assessment sought to be enforced became delinquent and only if the Association has given such Mortgagee notice described in RCW 64.90.485(3)(a)(iii). Recording of this Declaration constitutes record notice and perfection of the statutory lien for Assessments; however, the Association may record a notice of claim of lien for Assessments in the real property records of the county in which the Community is located. The Association's rights to collect Assessments through liens under this Article 17 shall not be subject to the dispute resolution proceedings set forth in Article 33.

17.2. Lien May Be Foreclosed; Judicial Foreclosure. The lien arising under this Article may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW ch. 61.12 or nonjudicially in the manner set forth in Section 17.3. The Association or its authorized representative shall have the power

to purchase the Lot at the foreclosure sale and to acquire, hold, lease, mortgage or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight (8) months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure. Except as provided in the exception to (b) in Section 17.1, the holder of a Mortgage or other purchaser of a Lot who obtains the right of possession of a Lot through foreclosure or deed in lieu of foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such Mortgagee or other purchaser of the Lot. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Lot prior to the date of such sale.

17.3. Nonjudicial Foreclosure. A lien arising under this Article may be foreclosed nonjudicially in the manner set forth in RCW ch. 61.24 for nonjudicial foreclosure deeds of trust. For the purpose of preserving the Association's nonjudicial foreclosure option, this Declaration shall be considered to create a grant of each Lot in trust to Chicago Title Insurance Company, or its successors or assigns ("**Trustee**"), to secure the obligations of each Lot Owner ("**Grantor**") to the Association ("**Beneficiary**") for the payment of Assessments. Grantor shall retain the right to possession of Grantor's Lot so long as Grantor is not in default of an obligation to pay Assessments. Trustee shall have a power of sale with respect to each Lot, which becomes operative in the case of a default in a Grantor's obligation to pay Assessments. The Lots are not used principally for agricultural purposes. If the Association forecloses its lien nonjudicially pursuant to this Section, it shall not be entitled to the lien priority over Mortgages provided in exception (b) of Section 17.1, and is subject to the limitations on deficiency judgments as provided in RCW ch. 61.24.

17.4. Receiver During Foreclosure. In an action by the Association to collect Assessments or to foreclose a lien on a Lot under this Article 17, the court may appoint a receiver to collect all sums alleged to be due and owing to the Owner of the Lot before commencement or during pendency of the action. The receivership is governed under RCW ch. 7.60. During pendency of the action, the court may order the receiver to pay sums held by the receiver to the Association for any Assessments against the Lot. The exercise of rights under this Section 17.4 by the Association does not affect the priority of preexisting liens on the Lot.

17.5. Assessments Are Personal Obligation. In addition to constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, including all charges provided in this Article, shall be the personal obligation of Owner of the Lot when the Assessment is made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

17.6. Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless

proceedings to enforce the lien or collect the debt are instituted within six (6) years after the amount of the Assessments sought to be recovered becomes due.

17.7. Joint and Several Liability. In addition to constituting a lien on the Lot and except as provided in Section 17.2 for a deed in lieu of foreclosure, each Assessment shall be the joint and several obligation of Owner or Owners of the Lot to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waving the lien securing such sums.

17.8. Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

17.9. Recovery of Attorneys' Fees and Costs. The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

17.10. Security Deposit. An Owner who has been delinquent in paying his or her monthly Assessments for three (3) of the five (5) preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three (3) months' estimated monthly Assessments, which shall be collected and shall be subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is ten (10) days or more delinquent in paying Assessments.

17.11. Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies that may be available under law although not expressed herein, either concurrently or in any order.

17.12. Rent Paid to Association. If a Lot is rented by its Owner to a tenant ("**Tenant**"), the Board may collect, and the Tenant shall pay over to the Board, so much of the rent for such Lot as is required to pay any amounts due from the Owner or the Tenant to the Association hereunder, plus interest, costs, litigation expenses and attorney's fees if the same are in default over thirty (30) days. The Tenant shall not have the right to question payment to the Board, and such payment will discharge the Tenant's duty of payment to the

Owner for rent to the extent such rent is paid to the Association, but will not discharge the liability of the Owner or purchaser of the Lot under this Declaration for Assessments and charges, or operate as approval of the Rental Agreement. The Board shall not exercise this power in derogation of any right which an appointed receiver or a Mortgagee of such Lot may have with respect to such rents.

ARTICLE 18.

ENFORCEMENT OF DECLARATION, BYLAWS AND RULES AND REGULATIONS

18.1. Rights of Action. Each Owner, the Board, and the Association shall comply strictly with this Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and the decisions of the Board. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, damages, and for injunctive relief, or any or all of them, maintainable by the Board on behalf of the Association or by an Owner.

18.2. Failure of Board to Insist on Strict Performance. The failure of the Board in any instance to (i) insist upon the strict compliance with this Declaration or the Bylaws or the rules and regulations, (ii) exercise any right contained in such documents, (iii) serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment in the future of any term, covenant, condition or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board. This Article also extends to Declarant.

18.3. Board Enforcement. The Board has the authority to enforce the Declaration, the Bylaws and the rules and regulations by imposing the remedies provided herein. After repeated violations of the Declaration, Bylaws or rules and regulations by an Owner and after an Owner's Right to Notice and Opportunity to be Heard, the Board shall have the authority to file an action for damages and for injunctive relief, including in a proper case, removal of the Owner from the Owner's Lot and the authority to pursue any and all remedies available in law or equity.

ARTICLE 19.

TORT AND CONTRACT LIABILITY

19.1. Declarant Liability. Neither the Association nor any Owner except Declarant is liable for Declarant's torts in connection with any part of the Community which Declarant has the responsibility to maintain. Otherwise, an action alleging a wrong done by the Association must be brought against the Association and not against any Owner or any officer or director of the Association. If the wrong by the Association occurred during the period of Declarant Control and the Association gives Declarant reasonable notice of and an opportunity to defend against the action, Declarant who then controlled the

Association is liable to the Association or to any Owner (a) for all tort losses not covered by insurance suffered by the Association or that Owner and (b) for all costs that the Association would not have incurred but for a breach of contract, other wrongful act or omission by the Association. If Declarant is determined to be liable to the Association under this Section, Declarant is also liable for all litigation expenses, including reasonable attorneys' fees, incurred by the Association in such defense. Any statute of limitations affecting the Association's right of action under this Section is tolled until the period of Declarant Control terminates. An Owner is not precluded from bringing an action contemplated by this Section because he or she is a Lot Owner or a member or officer of the Association.

19.2. Limitation of Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Board, none of the Association, the Board, Managing Agent or Declarant shall be liable for: the failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements or resulting from electricity, water, rain, dust or sand that may leak or flow from outside or from any parts of the Homes, or from any of their pipes, drains, conduits, appliances or equipment or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

19.3. No Personal Liability. So long as a Board member, Association committee member, Association officer, Declarant or Managing Agent has acted in good faith, without willful or intentional misconduct, or any of their agents, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person, provided that this Section shall not apply where the consequences of such act, omission, error or negligence is covered by insurance obtained by the Board or an Owner. Without limiting the foregoing this Section shall apply to limit the liability for damages or losses arising from or related to the Association or any of its agents carrying out its repair and maintenance obligations with respect to the Lots and Common Elements pursuant to the terms of the Declaration.

ARTICLE 20. INDEMNIFICATION

Each Board member, Association committee member, Association officer, Declarant, and Managing Agent shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any

settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of such person's duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 21. INSURANCE

21.1. Insurance Coverage. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Association shall maintain to the extent reasonably available and subject to reasonable deductibles:

21.1.1. Property insurance on the Common Elements (and on property that must become Common Elements), insuring against risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than 80% of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

21.1.2. Commercial general liability insurance, including medical payments insurance, in an amount determined by the Board covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and other portions of the Community for which the Association has maintenance responsibilities.

21.1.3. Workmen's compensation insurance to the extent required by applicable laws.

21.1.4. Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable.

21.1.5. Such other insurance (including directors' and officers' liability) or fidelity bonds as the Board deems advisable; provided that, notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for Community projects established by HUD, FNMA, FHLMC, VA or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or Owner of a Lot within the Community, except to the extent such coverage is not available or has been waived in writing by such agency.

21.2. Owner's Additional Insurance. Notwithstanding the provisions of Section 21.1, each Owner shall obtain and maintain property insurance on the Home, Structures, equipment and improvements in their Lot, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than 100% of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. Each Owner is hereby required to file a copy of such individual policy or policies with the Board within thirty (30) days after purchase of such insurance, and the Board may review its effect with the Board's insurance broker, agent or carrier. If, at any time, an Owner fails to fulfill the requirements of this Section 21.2, then the Association may obtain such insurance and shall assess against such Owner a special charge for the cost of such insurance. Otherwise, any insurance policy issued to the Association does not prevent a Lot Owner from obtaining insurance of the Owner's own benefit. The Association's failure to enforce this obligation does not constitute a waiver of its right to do so.

21.3. Coverage Not Available. If the insurance described in Section 21.1 is not reasonably available, or is modified, cancelled or not renewed, the Association shall promptly cause notice of that fact to be sent to all Owners, to each Eligible Mortgagee and to each Mortgagee to whom a certificate of insurance has been issued at their respective last known addresses in accordance with Sections 28.1 and 28.2, as applicable. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the Owners.

21.4. Required Provisions. Insurance policies carried pursuant to this Article shall:

21.4.1. Provide a standard mortgage clause or equivalent endorsement;

21.4.2. Provide that each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

21.4.3. Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Lot and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

21.4.4. Provide that no act or omission by any Owner, unless acting within the scope of the Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy;

21.4.5. Provide that if, at the time of loss under a policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of setoff, counterclaims, apportionment, proration, contribution or assessment by reason of any other insurance obtained by or for any Owner or any Mortgagee;

21.4.6. Provide that the policy cannot be canceled or substantially modified without ten (10) days' prior written notice to the Association and to each Mortgagee of a first Mortgage;

21.4.7. Contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds; and

21.4.8. Contain, if available, an agreed amount and Inflation Guard Endorsement.

21.5. Claims Adjustment. Any loss covered by the property insurance obtained by the Association under this Article must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Lot Owners and lienholders as their interests may appear. Subject to the provisions of Article 22, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Lot Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the Community is terminated.

21.6. Certificate. An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Lot Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of RCW 48.18 pertaining to cancellation or non-renewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

21.7. Notification on Sale of Lot. Promptly upon the conveyance of a Lot, the new Lot Owner shall notify the Association of the date of the conveyance and the Lot Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners under this Article 21 of the name of the new Owner and request that the new Owner be made named insured under such policy.

ARTICLE 22.
DAMAGE OR DESTRUCTION; RECONSTRUCTION

22.1. Definitions; Significant Damage; Repair; Emergency Work.

22.1.1. As used in this Article, the term “Significant Damage” means damage or destruction, whether or not caused by casualty, to any part of the Property that the Board is responsible for maintaining or repairing: (a) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs and (b) which has a significant adverse impact on the habitability of any Lot or the ability of an Owner or Owners to use the Property or any significant portion of the Property for its intended purpose.

22.1.2. As used in this Article, the term “repair” means to repair, reconstruct, rebuild or restore the improvements which suffered Significant Damage to substantially the same condition in which they existed prior to the damage or destruction, with each Lot and the Common and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

22.1.3. As used in this Article the term “Emergency Work” shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the Owners from liability arising out of the condition of the Property.

22.2. Initial Board Determinations. In the event of Significant Damage to any part of the Community, the Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery, make the following determinations with respect thereto employing such advice as the Board deems advisable:

22.2.1. The nature and extent of the Significant Damage, together with an inventory of the improvements and property directly affected thereby;

22.2.2. A reasonably reliable estimate of the cost to repair the Significant Damage, which estimate shall, if reasonably practicable, be based upon a firm bid obtained from a responsible contractor;

22.2.3. The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer;

22.2.4. The amount, if any, that the estimated cost of repair exceeds the anticipated insurance proceeds therefor and the amount of Assessment to each

Lot if such excess was paid as a Common Expense and specially assessed against all of the Lots in proportion to their Allocated Interest in the Common Elements; and

22.2.5. The Board's recommendation as to whether such Significant Damage should be repaired.

22.3. Notice of Damage or Destruction. The Board shall promptly, and in all events within thirty (30) days after the date of Significant Damage, provide each Owner and each first Mortgagee with a written notice summarizing the initial Board determination made under Section 21.2. If the Board fails to do so within said thirty (30) days, then any Owner or Mortgagee may make the determination required under Section 21.2 and give the notice required under this Section.

22.4. General Provisions.

22.4.1. Duty to Restore. Any portion of the Community for which insurance is required under this Article which is Significantly Damaged shall be repaired promptly by the Association unless: (a) the Community is terminated; (b) repair would be illegal under any state or local health or safety statute or ordinance; or (c) 80% of the Owners, including every Owner of a Lot or assigned Limited Common Element which will not be repaired, vote not to repair. Even if the Significant Damage is not to be repaired, the Board shall still have authority to perform emergency work. The cost of repair in excess of insurance proceeds and reserves is a Common Expense.

22.4.2. Restoration in accordance with Declaration. Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration, the Map and original specifications unless consent is obtained from Eligible Mortgagees of Lots to which at least 51% of the votes of Lots subject to Mortgages held by Eligible Mortgagees are allocated.

22.4.3. Damage Not Restored. If all or any portion of the damaged portions of the Community are not repaired (regardless of whether such damage is Significant): (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Community; (b) the insurance proceeds attributable to Lots (if any) and Limited Common Elements which are not repaired shall be distributed to the Owners of those Lots and the Owners of the Lots to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Lot Owners or lienholders, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all Lots.

22.4.4. Reallocation. If the Owners vote not to repair any Home for which it has insurance obligations hereunder (if any), that Lot's Allocated Interests are automatically reallocated upon the vote as if the Lot had been condemned under

Article 23, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

22.5. Restoration by Board. If the damage (regardless of whether such damage is Significant) is to be repaired pursuant to Section 22.4, then:

22.5.1. Contract and Contractors. The Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and take such other action as is reasonably necessary to effectuate the repair and restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with repair upon satisfaction of the Board that such work will be appropriately carried out.

22.5.2. Insurance Trustee. The Board may enter into a written agreement in recordable form with any reputable financial institution, trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for a loss in excess of \$50,000, or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

22.6. Decision to Terminate. In the event of a decision to terminate the Community and not repair and restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed improvements and clearing, filling and grading the real property), and the remaining funds, if any, and property shall thereafter be held and distributed as provided in RCW 64.90.290.

ARTICLE 23. CONDEMNATION

23.1. In General. If a Lot is acquired by condemnation, or if part of a Lot is acquired by condemnation leaving the Lot Owner with a remnant of a Lot which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the Owner for the Owner's Lot and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Lot's Allocated Interests are automatically reallocated to the remaining Lots in proportion to the respective Allocated Interests of those Lots before the taking, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Lot remaining after part of a Lot is taken under this Section is thereafter a Common Element.

23.2. Partial Lot Condemnation. Except as provided in Section 23.1, if part of a Lot is acquired by condemnation, the award must compensate the Lot Owner for the reduction in value of the Lot and its appurtenant interest in the Common Elements,

whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides: (a) that Lot's Allocated Interests are reduced in proportion to the reduction in the size of the Lot and/or Home (as the case may be), and (b) the portion of the Allocated Interests divested from the partially acquired Lot are automatically reallocated to that Lot and the remaining Lots in proportion to the respective Allocated Interests of those Lots before the taking, with the partially acquired unit participating in the reallocation on the basis of its reduced allocated Interests.

23.3. Common Element Condemnation. If part of the Common Elements is acquired by condemnation, the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective Allocated Interests in the Common Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Lots to which that Limited Common Element was allocated at the time of acquisition.

23.4. Recording of Judgment. The court judgment shall be recorded in the county in which the Community is located.

23.5. Association to Represent Owners. The Association shall represent the Lot Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Community, and any condemnation proceeds shall be payable to the Association for the benefit of the Owners of affected Lots and their Mortgagees. Should the Association not act on the Owner's behalf in a condemnation process, the affected owners may individually or jointly act on their own behalf. Ownership of condemnation proceeds, as between the Owners and Mortgagees of the affected Lots, shall be controlled by the terms of the mortgage agreements between the respective owners and their Mortgagees.

ARTICLE 24. EASEMENTS

24.1. In General. Each Owner has an easement in the Common Elements for access to such Owner's Lot, subject to applicable rules and regulations of the Association or permitted conveyances or encumbrances of such Common Elements. Each Lot has an easement for ingress to and egress from the Lot and an easement in and through each other Lot and the Common Elements and Limited Common Elements for all support elements and utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Community. Such easements are perpetual and appurtenant to each Lot.

24.2. Utility and Repair Easements. Each Lot (the "**Owner's Lot**") shall have a nonexclusive easement over the other Lots ("**Other Lots**") for all existing utility lines that serve the Owner's Lot and for a right of access to the utility lines serving the Owner's Lot for the purpose of repair and replacement, provided the Owner promptly restores the other Lot(s) to its prior condition. In addition, each Lot shall have a nonexclusive easement

over that portion of any Other Lots that (i) lie outside of the Home Footprint of the Homes located within such Other Lots and (ii) are adjacent to the boundary of the Owner's Lot for the purposes of accessing the Home in the Owner's Lot for repair and maintenance of the Home, if reasonably necessary, provided the Owner promptly restores the Other Lot(s) to their prior condition.

24.3. Encroachments. To the extent not provided by the definition of "Lot" in the Declaration and in WUCIOA, each Lot and all Common Elements and Limited Common Elements are hereby declared to have an easement over all adjoining Lots and Common and Limited Common Elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting or movement of any portion of the Property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Lots and Common Elements and Limited Common Elements so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Lot if the encroachment was caused by the willful act with full knowledge of Owner. The encroachments described in this Section shall not be construed to be encumbrances affecting the marketability of title to any Lot.

24.4. Easements Reserved by Declarant. Declarant reserves an easement over, across, and through the Lots, Common Elements and Limited Common Elements of the Community for the purposes of completing any unfinished Homes or other improvements, exhibiting and preparing Homes for sale, making repairs required pursuant to any contract of sale, and discharging Declarant's obligations or exercising Development Rights or Special Declarant Rights, including the right to have access to and to tie into and utilize any water, sanitary sewer, storm sewer, electricity, gas, telephone, cable, television, or other utility lines now or hereafter established in the Community for the benefit of the Subsequent Phase Property. Declarant further reserves mutual nonexclusive easements over, across, and through the Common Elements of the Community (i.e., the real property described in Schedule A, as it may from time to time be amended by Declarant) for the benefit of Declarant and its successors and assigns as present and future owners of the Subsequent Phase Property, and for the benefit of the Association and all Owners of Lots in the Community for ingress to and egress to the Community and the Subsequent Phase Property, the right to have access to and to tie into and utilize any water, sanitary sewer, storm sewer, electricity, gas, telephone, cable, television, or other utility lines now or hereafter established in the Community and on the Subsequent Phase Property. The easements reserved hereby shall not be exercised in a manner that will overload or materially impair the use and enjoyment of the roadways, pathways, and utilities by Lot Owners or the present and future owners of the Subsequent Phase Property. The easements reserved hereby shall mutually benefit the real property described in Schedule A, as they may be amended, irrespective of whether that real property is developed as part of the Community. This Section 24.4 may not be altered or amended without the written consent

of the Declarant. Notwithstanding the foregoing, Declarant shall not enter onto a Lot that is owned by a third party Owner in exercising the foregoing powers except in the case of emergency, or if absolutely necessary to complete required work (in which case at least 48 hours prior notice will be given to such Owner).

24.5. Utility Easements Granted by Declarant. Declarant grants to each company or municipality providing utility services to the Community or to Owners of Lots in the Community an easement for the installation, construction, maintenance, repair, and reconstruction of all utilities serving the Community or Owners, including, without limitation, such utility services as gas, water, sanitary sewer, storm sewer, electricity, cable television and telephone, and an easement for access over and under the Common Elements of the Community to the utility service facilities.

24.6. Landscaping Easement. The Association is hereby granted an easement over, across and through the Common Elements and Lots of the Community for the right to install, maintain and/or replace landscaping within the Community. Any such work undertaken by the Association shall be done in a good and workmanlike manner.

24.7. Easement for Association. There is hereby reserved to Declarant and the Association for the benefit of the Owners, or their duly authorized agents and representatives, over and across and through all portions of the Community, such easements as are necessary to perform the duties and obligations of the Association as set forth herein. Without limiting the generality of the foregoing, such easements include an easement over, under and across the Community for maintenance, repair and replacement of the exteriors of the Homes, landscaping located within the exterior portions of the Lots (if not timely performed by Lot Owners as and to the extent required herein), all Common Elements, exterior Structures, and any utilities, and refuse disposal and recycling areas included within the Community.

24.8. Side Yard Easements. Certain Lots are assigned exclusive “*Side Yard Easements*” over and across the “*Side Yard Easement Area*” portions of adjacent Lots, as shown on the Map. Specifically, the Owner of any Lot (a “*Benefitted Lot*”) located immediately adjacent to another Lot with a Side Yard Easement Area located on part of such Lot (a “*Burdened Lot*”) shall have an exclusive easement over across and through such Side Yard Easement Area of the Burdened Lot for purposes of ingress, egress, recreation, and maintenance of landscaping and other portions of such Side Yard Easement Area. .

24.9. Neighboring Property Easements. As shown on the Map, the neighboring commercial properties Tracts E and F have an easement to use the roadway within the Property identified as Tract A for access purposes. Under a Road Maintenance Covenant recorded against the Property by Declarant, the neighboring commercial properties are to share in the costs and expenses to maintain, repair, and replace the roadway. Also as shown on the Map, the Property benefits from an easement over the neighboring commercial property for signage purposes, which signage shall be managed by the Association and shall be considered a Common Element of the Property.

**ARTICLE 25.
RESERVED**

**ARTICLE 26.
AMENDMENT OF DECLARATION,
MAP, ARTICLES OR BYLAWS**

26.1. Procedures. Except in cases of amendments that may be executed by Declarant under the Declaration or WUCIOA, this Declaration, the Map, the Articles, and the Bylaws may be amended only by vote or agreement of Owners, as specified in this Article. An Owner may propose amendments to this Declaration or the Map, the Articles or the Bylaws to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners with 20% or more of the votes in the Association, then, irrespective of whether the Board concurs to the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice must be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons (including Eligible Mortgagees) entitled to receive notices. Upon the adoption of an amendment and the obtaining of any necessary consents of Eligible Mortgagees as provided below, amendment to the Declaration or the Map will become effective when it is recorded or filed in the real property records of King County. The amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. Such amendments shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption.

26.2. Percentages of Consent Required. Except as otherwise provided in Article 11 in connection with the exercise of Development Rights by Declarant, in Article 22 and Article 23 in the case of damage or condemnation of the Property, the percentages of consent of Owners and Mortgagees required for adoption of amendments to the Declaration, the Map, the Articles, and the Bylaws are as follows:

26.2.1. The consent of Owners holding at least 67% of the votes in the Association and the consent of Eligible Mortgagees of Lots to which at least 51% of the votes of Lots subject to Mortgages held by Eligible Mortgagees are allocated shall be required to materially amend any provisions of the Declaration, the Map, the

Articles or the Bylaws, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following (a) voting rights; (b) Assessments, Assessment liens or subordination of such liens; (c) reserves for maintenance, repair or replacement of the Common Elements; (d) responsibility for maintenance and repair of any portion of the Community; (e) rights to use Common Elements and Limited Common Elements; (f) reallocation of interests in Common Elements or Limited Common Elements or rights to their use; (g) redefinition of any Lot boundaries; (h) convertibility of Lots into Common Elements or Limited Common Elements, Common Elements or Limited Common Elements into Lots or Common Elements into Limited Common Elements; (i) expansion or contraction of the Community or the addition, annexation or withdrawal of property to or from the Community; (j) hazard or fidelity insurance requirements; (k) imposition of any restrictions on leasing of Lots; (l) imposition of any restriction on the right of an Owner to sell or transfer a Lot; (m) establishment of self-management of the Community after professional management has been required by HUD, FNMA, VA, FHLMC or other similar agency or corporation or by an Eligible Mortgagee; (n) restoration or repair (after damage or partial condemnation) in a manner other than specified in the Declaration or the Map; or (o) any provisions that are for the express benefit of holders of first Mortgages.

26.2.2. An amendment that creates or increases Development Rights or Special Declarant Rights, increases the number of Lots, changes the boundaries of any Lot, the Allocated Interests of the Lots, or the uses to which any Lot is restricted shall require the vote or agreement of the Owner of each Lot particularly affected, Declarant (if Declarant owns a Lot or has the rights to exercise any Development Rights or Special Declarant Rights), and Owners (including Declarant, if Declarant remains an Owner) having at least 90% of the votes in the Association and Project Mortgagee.

26.2.3. In addition to the foregoing requirements, the consent of Declarant and the Project Mortgagee shall be required for any amendment to Article 11, Section 14.1, Section 14.2, Section 19.1, Section 0 or Article 20 relating to Declarant.

26.2.4. All other amendments shall be adopted if consented to by 67% of Owners.

26.2.5. An Eligible Mortgagee or Mortgagee who receives a written request to consent to an amendment who does not deliver or post to the requesting party a negative response within sixty (60) days shall be deemed to have consented to such request.

26.2.6. If the Community has received a project approval from the VA, the approval of the VA will be required for any amendment to the Declaration, Articles, Bylaws or Map adopted prior to the Transition Date.

26.3. Limitations on Amendments. No amendment may restrict, eliminate or otherwise modify any Development Right or Special Declarant Right provided

in this Declaration without the consent of Declarant and Project Mortgagee and no amendment may restrict, eliminate or otherwise modify any right granted to Project Mortgagee without the consent of Project Mortgagee.

26.4. Unilateral Corrections by Declarant. In accordance with RCW 64.90.285(10), upon thirty (30) days' advance notice to Owners, Declarant may, without a vote of the Lot Owners or approval by the Board, unilaterally adopt, execute, and record a corrective amendment or supplement to the Governing Documents to correct a mathematical mistake, an inconsistency or a scrivener's error, or clarify an ambiguity in the Governing Documents, within five (5) years after the recordation or adoption of the Governing Document containing or creating the mistake, inconsistency, error or ambiguity.

26.5. Unilateral Corrections by the Association. In accordance with RCW 64.90.285(11), upon thirty (30) days' advance notice to Owners, the Association may, upon a vote of two-thirds of the members of the Board, without a vote of the Lot Owners, adopt, execute, and record an amendment to the Declaration for the purposes described in RCW 64.90.285(11).

ARTICLE 27. TERMINATION OF COMMUNITY

27.1. Action Required. Except as provided in Article 22 and Article 23, the Community may be terminated only by agreement of Owners of Lots to which at least 80% of the votes in the Association are allocated and with the consent of Eligible Mortgagees of Lots to which at least 51% of the votes of Lots subject to Mortgages held by Eligible Mortgagees are allocated and in accordance with WUCIOA; provided that the consent of Eligible Mortgagees of Lots to which at least 67% of the votes of Lots subject to Mortgages held by Eligible Mortgagees are allocated is required to terminate the Community for reasons other substantial destruction or a substantial taking in condemnation of the Property. An Eligible Mortgagee who receives a written request to consent to termination who does not deliver or post to the requesting party a negative response within sixty (60) days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.

27.2. WUCIOA Governs. The provisions of WUCIOA relating to termination of a Community contained in RCW 64.90.290 as it may be amended, shall govern the termination of the Community, including, but not limited to, the disposition of the real property in the Community and the distribution of proceeds from the sale of that real property.

27.3. Covenants Running with Land. This Declaration (until terminated as provided above) shall be operative as covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, and all subsequent owners of all or any portion of the real property made subject to this Declaration, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing

and interpreting WUCIOA, and operating independently of WUCIOA should WUCIOA be, in any respect, inapplicable.

ARTICLE 28. NOTICES

28.1. Form and Delivery of Notice. Except as otherwise provided in the Declaration, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing.

28.1.1. Tangible Medium. Notice provided in a tangible medium may be transmitted by mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice.

(a) Notice in a tangible medium to the Association or to a committee may be addressed to the Association's registered agent at its registered office, to the Association at its principal office shown in its most recent annual report or provided by notice to the Owners, or to the president or secretary of the Association at the address shown in the Association's most recent annual report or provided by notice to the Owners.

(b) Notice in a tangible medium to an Owner must be addressed to the address of the Lot of such Owner unless the Owner has requested in writing, delivered to the Association that notices be sent to an alternate address or by other method allowed by law and the Governing Documents.

28.1.2. Electronic Transmission.

(a) Notice to Owners or directors by electronic transmission is effective only upon Owners and directors who have consented in writing to receive electronically transmitted notices under WUCIOA and have designated in the consent the address, location, or system to which such notices may be electronically transmitted, provided that such notice otherwise complies with any other requirements of WUCIOA and applicable law.

(b) Notice to Owners or directors under this Section 28.1.2 includes material that WUCIOA or the Governing Documents requires or permits to accompany the notice.

(c) An Owner or director who has consented to receipt of electronically transmitted notices may revoke this consent by delivering a written revocation to the Association.

(d) The consent of any Owner or director is revoked if: The Association is unable to electronically transmit two consecutive notices given by the Association in accordance with the consent, and this inability becomes known to the

secretary of the Association or any other person responsible for giving the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

(e) Notice to Owners or directors who have consented to receipt of electronically transmitted notices may be provided by posting the notice on an electronic network and delivering to the Owner or director a separate record of the posting, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

(f) Notice to an Association in an electronic transmission is effective only with respect to an Association that has designated in a record an address, location, or system to which the notices may be electronically transmitted.

28.1.3. Alternative Methods. Notice may be given by any other method reasonably calculated to provide notice to the recipient.

28.1.4. Effectiveness. Notice is effective as follows:

(a) Notice provided in a tangible medium is effective as of the date of hand delivery, deposit with the carrier, or when sent by fax.

(b) Notice provided in an electronic transmission is effective as of the date it: (y) is electronically transmitted to an address, location, or system designated by the recipient for that purpose; or (z) has been posted on an electronic network and a separate record of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network.

28.1.5. Failure to Deliver. The ineffectiveness of a good-faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

28.2. Notices to Eligible Mortgagees. An Eligible Mortgagee is a Mortgagee that has filed with the secretary of the Board a written request that it be given copies of the notices listed below and shall also mean the Project Mortgagees with respect to Lots owned by Declarant upon which it has a Mortgage. The request must state the name and address of the Eligible Mortgagee and the address of the Lot on which it has (or insures or guarantees) a Mortgage. Until such time thereafter that the Eligible Mortgagee withdraws the request or the Mortgage held, insured or guaranteed by the Eligible Mortgagee is satisfied, the Board shall send to the Eligible Mortgagee timely written notice of (a) any proposed amendment of this Declaration or Map effecting a change in (1) the boundaries of any Lot and (2) the exclusive easement rights, if any, appertaining to any Lot, (3) the interest in the Common Elements or the liability for Common Expenses of any Lot, (4) the number of votes in the Association allocated to any Lot, or (5) the purposes to which a Lot or the Common Elements are restricted; (b) any proposed termination of Community status,

transfer or mortgage of any part of the Common Elements, or termination of professional management of the Community; (c) any condemnation loss or casualty loss that affects a material portion of the Community or that affects any Lot on which an Eligible Mortgagee has a first Mortgage; (d) any delinquency that has continued for sixty (60) days in the payment of Assessments or charges owed by an Owner of a Lot on which an Eligible Mortgagee had a Mortgage; (e) any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to Article 21; (f) any proposed action that would require the consent of a specified percentage of Eligible Mortgagees pursuant to this Declaration, the Articles or Bylaws; and (g) any proposed special Assessment or supplemental budget.

ARTICLE 29. SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remaining provision or provisions comply with WUCIOA.

ARTICLE 30. EFFECTIVE DATE

This Declaration shall take effect upon recording.

ARTICLE 31. ASSIGNMENT BY DECLARANT

Declarant reserves the right to assign, transfer, sell, lease or rent all or a portion of the Property then owned by it and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

ARTICLE 32. INTENTIONALLY DELETED

ARTICLE 33. DISPUTE RESOLUTION

33.1. Policy — Mediation. Community living requires that all Home Owners and the Association cooperate in good faith and deal fairly in performing their duties and exercising their rights under this Declaration. If any party to a dispute determines that the dispute cannot be resolved without intervention, then that parties shall give notice (the ***“Arbitration Demand”***) to all other parties to the dispute and the Association demanding that the dispute be submitted to mediation and arbitration pursuant to this Section. All parties to the dispute shall then participate in a nonbinding mediation for forty-five (45) days after the Arbitration Demand. The mediator shall be chosen by the

Association. If the mediation is not successful, the dispute shall be resolved by binding arbitration conducted pursuant to Section 33.2, below. The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

33.2. Binding Arbitration. If binding arbitration is required to resolve a dispute, it shall be conducted in Seattle, pursuant to RCW ch. 7.04A, provided, that the total award by a single arbitrator (as opposed to a panel of three arbitrators) shall not exceed \$50,000, including interest. If any party demands a total award greater than \$50,000, there shall be three neutral arbitrators. If the parties cannot agree on the selection of the arbitrator(s) within ten (10) days of the arbitration demand, the arbitrator(s) shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large Complex Case Panel or from any group of arbitrators with equivalent professional credentials as determined by the administrator. Each arbitrator shall be an attorney with at least fifteen (15) years' experience in commercial or real estate law in King County. The arbitrator(s) shall determine whether the dispute is subject to binding arbitration under this Section. All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder. Regardless of the demanded award amount and outcome of any mediation or arbitration, each party shall (i) equally split the mediator(s)/arbitrator(s) fees and costs, and (ii) bear their own attorney's fees and costs, and shall not be entitled to reimbursement or an award of attorney's fees and costs.

33.3. Hearing Procedure. The arbitrator(s) shall take such steps as may be necessary to hold the arbitration hearing within ninety (90) days of the Arbitration Demand, conclude the hearing within three (3) days, issue its decision not later than fourteen (14) calendar days after the hearing. These time limits are intended to expedite the proceeding, but they are not jurisdictional. The arbitrator(s) may for good cause permit reasonable extensions or delays. The arbitrator(s) shall issue a written decision stating the award for each claim involved in the dispute. In making the decision and award, the arbitrator(s) shall apply applicable substantive law. Absent fraud, collusion or willful misconduct by an arbitrator, the award shall be final, and judgment on the award may be entered in any court having jurisdiction thereof. The arbitrator(s) may award injunctive relief or any other remedy available from a judge, order the joinder of parties, or consolidate the arbitration with any other proceeding involving common issues of law or fact or to promote judicial economy. The arbitrator(s) shall not have the power to award punitive or exemplary damages, or attorneys' fees and costs to any party. If the hearing is before a panel of three arbitrators, the decision of any two arbitrators shall be the decision of the panel.

33.4. Assessments and Liens not Subject to this Article. The Association's rights under Article 17 to collect Assessments through liens shall not be subject to the alternative dispute resolution procedures set forth in this Article 33.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant herein, hereby executes this instrument under its seal by and through its duly authorized officer, effective as of 3/10/23.

DECLARANT:

SH AA TAMARACK, LLC,
a Delaware limited liability company

By Mark Gray
Name: Mark Gray
Its: Authorized Signatory

STATE OF Wa }
COUNTY OF King } ss.

This record was acknowledged before me on 2/10/2023, by Mark Gray as Authorized Signatory of SH AA Tamarack, LLC, a Delaware limited liability company.

[Stamp Below]



Alissa Turosik
Signature
NOTARY PUBLIC in and for the State of Wa
My Commission Expires 3/10/2025

SCHEDULE A

Legal Description of All Property in the Community:

Lots 1-34, inclusive, and Tracts A, B, C, D, and G, Plat of Tammaron, being a portion of Section 04, Township 21 N, Range 06 E, W.M., City of Black Diamond, King County, Washington, recorded under recording number _____, in King County, Washington.

SCHEDULE B

UNIT DATA

Lot No.	Allocated Interests ¹	Voting
1	1/34	1
2	1/34	1
3	1/34	1
4	1/34	1
5	1/34	1
6	1/34	1
7	1/34	1
8	1/34	1
9	1/34	1
10	1/34	1
11	1/34	1
12	1/34	1
13	1/34	1
14	1/34	1
15	1/34	1
16	1/34	1
17	1/34	1
18	1/34	1
19	1/34	1
20	1/34	1
21	1/34	1
22	1/34	1
23	1/34	1
24	1/34	1
25	1/34	1
26	1/34	1
27	1/34	1
28	1/34	1
29	1/34	1
30	1/34	1
31	1/34	1
32	1/34	1
33	1/34	1
34	1/34	1
	100%	

¹ See Section 6.3 for method of calculation.

SCHEDULE C

Initial Description of Common Elements

The following are the initial Common Elements, including certain Limited Common Elements designated by an asterisk, subject to maintenance by the Association. (Additional Common Elements may be designated by Declarant or the Association pursuant to this Declaration.)

1. Tract A for private access and utility purposes that is a Common Element assigned to and for the benefit of all Lots, which Tract is owned by the Association.
2. Tract B for drainage purposes that is a Common Element assigned to and for the benefit of all Lots, which Tract is owned by the Association.*
3. Tract C for private access and utility purposes that is a Limited Common Element assigned to and for the benefit of Lots 9 and 10, which Tract is owned by such lot Lot Owners as tenants-in-common, each with an equal undivided one-half (1/2) interest in the same.*
4. Tract D for a park and open space purposes that is a Common Element for the benefit of all Lots, which Tract is owned by the Association.
5. Tract G for a park and open space purposes that is a Common Element for the benefit of all Lots, which Tract is owned by the Association.
6. Fencing and signs (if any) constructed on the lines between any Common Element tract administered and maintained by the Association and the abutting Lots.
7. Planter islands (if any) within the cul-de-sacs, entrance landscaping and entrance monument or signage for the Property.
8. All private drives, streets, sidewalks, open space areas, drainage easements, and other areas and structures not lying within any Lot.
9. All stormwater drainage facilities located on Tract B, any Lots, or elsewhere on the Property.
10. Signage for the Property located on neighboring land pursuant to an easement shown on the Plat that is managed by the Association.

When Recorded, Return to:

Hillis Clark Martin & Peterson P.S.

Attn: D. Christian Chris Addicott
999 Third Avenue, Suite 4600
Seattle, WA 98104

ROAD MAINTENANCE COVENANT

Grantor/Grantee: SH AA TAMARACK, LLC, a Delaware limited liability company	
Legal Description (full):	Lots 1-34, inclusive, and Tracts A, B, C, D, E, F, and G, inclusive, Plat of Tammaron, being a portion of Section 04, Township 21 N, Range 06 E, W.M., City of Black Diamond, King County, Washington, recorded under recording number _____, in King County, Washington.
Assessor's Tax Parcel ID #: 6151800545; 615180-0550	
Reference Nos. of Documents Released or Assigned: N/A	

THIS ROAD MAINTENANCE COVENANT ("Covenant"), dated for reference purposes as of the date set forth below, is made by SH AA TAMARACK, LLC, a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in King County, Washington and more particularly described above (the "Property").

B. Declarant intends to convey Tracts E and F of the Property for commercial purposes (collectively, the "Commercial Property"), and to develop the remainder of the Property for residential purposes (collectively, the "Residential Property").

C. The Commercial Property benefits from an easement over the Residential Property to use a portion of the shared roadway identified as the northernmost portion of Tract A of the Plat identified in the legal description above as "Access Easement to Benefit Tracts E & F" (such shared portion of the roadway shall be defined as the "Shared Road").

D. Declarant now desires to provide for the allocation of maintenance, repair and replacement costs for the Shared Road between the Commercial Property and the Residential Property.

COVENANTS

Declarant hereby publishes and declares as follows:

1. Management. The homeowners association for the owners of the Residential Property (the "HOA") shall be responsible for the management of all Shared Road maintenance, repair, and replacement, subject to the terms hereof. Any decision regarding the maintenance, repair, or replacement of the Shared Road shall be made in the HOA's sole and absolute discretion.

2. Costs. The owners of the Residential Property shall collectively be responsible for 50% (divided evenly between the 34 Lots), and the owners of the Commercial Property shall collectively be responsible for 50% (divided evenly between Tract E and Tract F), of all of the costs and expenses of maintenance, repair, and replacement of the Shared Road; provided however that if the owners or invitees of either the Residential Property or the Commercial Property causes extraordinary damage or destruction to the Shared Road, said owners shall be responsible for 100% of all costs and expenses to restore the Shared Road to its condition prior to such damage or destruction. The owners of the Commercial Property shall pay its share of all costs and expenses related to Shared Road maintenance, repair, and replacement (or reimburse the HOA if the HOA has paid the full amount), within 5 business days of receipt of any invoice from the HOA. For avoidance of doubt, the Residential Property shall be solely responsible for all costs related to (a) the Residential Property's gate and gate operational equipment located within the Shared Road (unless damaged by the owners of the Commercial Property or their invitees, in which case they shall repair and replace the same to the condition that existed prior to such damage), and (b) the portion of Tract A located outside of the Shared Road, with such costs paid as a Common Expense under the Declaration of Covenants, Conditions, Restrictions and Easements for the Residential Property.

3. Notice. Any invoice or notice hereunder shall be deemed delivered to the Commercial Property if delivered personally to the owner or occupant of the Commercial Property or mailed via certified mail or reputable overnight carrier to the address on file in the King County Assessor's Office for the Commercial Property, and shall be deemed delivered to the Residential Property if delivered via certified mail or reputable overnight carrier to the address for the HOA or the HOA's management company.

4. Indemnity. The owners of the Commercial Property shall indemnify and hold harmless the owners of the Residential Property from any and all claims for liens, loss, damage, cost (including the cost of litigation), and liability resulting from any actual or alleged injury to any person or from any actual or alleged loss or damage to any property caused by or resulting from use of the Shared Road by the owners of the Commercial Property or their representatives, agents, contractors, employees, customers or invitees, other than as a result of gross negligence or willful misconduct by the owners of the Residential Property.

5. Miscellaneous. This Covenant shall not be deemed to have merged with the fee interest in the Property, and this Covenant shall be deemed a covenant running with the land and shall inure to the benefit of, and shall be binding upon, the respective heirs, successors, grantees and assigns of the parties. If any action or proceeding is instituted by either party to enforce the provisions of this Covenant, the prevailing party shall be entitled to recover its associated costs and expenses, including reasonable attorney's fees and costs,

from the other party. This Covenant shall be governed in accordance with the laws of the State of Washington. Invalidation of any provision contained in this Covenant shall in no way affect any other provision of this Covenant, which shall remain in full force and effect. This Covenant may only be amended by written Covenant between the parties, duly executed and recorded in the Recorder's Office of King County, WA.

EXECUTED as of March 10th, 2023.

DECLARANT:

SH AA TAMARACK, LLC,
a Delaware limited liability company

By 
Name: Mark Gray
Its: Authorized Signatory

STATE OF Wa }
COUNTY OF King } ss.

This record was acknowledged before me on 3/10/2023, 2023, by Mark Gray as Authorized Signatory of SH AA Tamarack, LLC, a Delaware limited liability company.

[Stamp Below]




Signature
NOTARY PUBLIC in and for the State of Wa
My Commission Expires 3/10/2025



King County
Recorder's Office
Department of Executive Services

PLAT NAME RESERVATION CERTIFICATE

TO: BARGHAUSEN CONSULTING ENGINEERS INC
18215 72ND AVE S
KENT, WA 98032

PLAT RESERVATION EFFECTIVE DATE: December 1, 2022

The plat name, TAMMARON has been reserved for future use by SH AA TAMARACK LLC.

I certify that I have checked the records of previously issued and reserved plat names. The requested name has not been previously used in King County nor is it currently reserved by any party.

This reservation will expire December 1, 2023, one year from today. It may be renewed one year at a time. If the plat has not been recorded or the reservation renewed by the above date it will be deleted.



Lisa A. Ohlen

Deputy Auditor

COMMISSIONERS:

Alan Eades
Kevin Fuhrer
Brad Lake
David B. Roselle
Tal Weberg

GENERAL MANAGER:

Thomas Keown, P.E.



March 29, 2023

Shea Homes
1300 114th Ave SE, Ste 103
Bellevue, WA 98004

RE: TAMARACK AKA TAMMARON DEVELOPER EXTENSION ACCEPTANCE

The Board of Water Commissioners approved the Developer Extension Agreement Application for Tamarack aka Tammaron under Resolution 4488 on May 25, 2021.

The extension for Tamarack aka Tammaron was formally accepted by the Board of Commissioners for Covington Water District on March 28, 2023 by Resolution Number 4605.

After a reasonable period of time has passed for payment of outstanding charges, your account will be reconciled and the balance in the Developer Receivable Account will be refunded.

If you have any questions, please contact Leslie Boren at 253-867-0925.

Sincerely,
COVINGTON WATER DISTRICT

Steve Lee, PE
Engineering Manager

lb

cc: Developer Extension

Signature Certificate

Reference number: IHQBJ-RGLKW-JRWVT-YHEHW

Signer	Timestamp	Signature
Steve Lee Email: steve.lee@covingtonwater.com Sent: 29 Mar 2023 13:51:27 UTC Viewed: 29 Mar 2023 13:58:45 UTC Signed: 29 Mar 2023 13:58:54 UTC		
Recipient Verification: ✓ Email verified	29 Mar 2023 13:58:45 UTC	IP address: 50.208.197.125 Location: Maple Valley, United States

Document completed by all parties on:
29 Mar 2023 13:58:54 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



SOOS CREEK WATER & SEWER DISTRICT

14616 S.E. 192nd St. • P.O. Box 58039 • Renton, WA 98058-1039 • Phone (253) 630-9900 • Fax (253) 630-5289

Certification of Sewer Availability for the Plat of: Tamarack

Soos Creek Water and Sewer District certifies herewith that the sewer system installed in the referenced plat has been accepted for maintenance and operation. This sewer system has been incorporated into the District's sewer system and service will be provided to the connecting properties on the same basis and under the same conditions as all other customers of the sewer district.

All lots/units within the plat of:

Tamarack

now have sewer available by side sewer connection. A side sewer permit must be obtained at the Soos Creek Water and Sewer District office prior to connection.


Jane Vandenberg
General Manager

Monday, March 13, 2023

Page 1 of 1

OFFICE OF THE HEARING EXAMINER**CITY OF BLACK DIAMOND****REPORT AND DECISION**

CASE NO.: TAMARACK PRELIMINARY PLAT,
AND CONDITONAL USE PERMIT

PROPERTY OWNER: Patti Lucker-Meyers Trustee

APPLICANT: Integrity Land, LLC
Attn: Jeff Potter
27203-216th Avenue S.E., Suite 5
Maple Valley, WA 98038

PLANNER: Barbara Kincaid, Director

**SUMMARY OF REQUEST:**

Preliminary plat to subdivide a +/-5.64 acre lot into 34 lots for single family homes for a senior housing community with a commercial pad for a small coffee stand with a drive-through. Access will be from 292nd Street through a private road with gated entry. The site is located at the southeast corner of S.E. 292nd Street and 216th Avenue S.E.

SUMMARY OF DECISION: Request granted, subject to conditions.

DATE OF DECISION: December 9, 2020

PUBLIC HEARING:

After reviewing the Planning Department Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on October 19, 2020, at 10:00 a.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

- EXHIBIT A - Notice of Application**
- EXHIBIT B - Public Comments Received**
- EXHIBIT C - SEPA MDNS**
- EXHIBIT D - Level II Tree Permit Decision with Conditions**
- EXHIBIT E - Notice of Public Hearing**
- EXHIBIT F - Affidavit of Mailing**
- EXHIBIT G - Preliminary Plat Drawings**
- EXHIBIT H - Illustration of Plat Design**
- EXHIBIT I - Covington Water District Water Availability Letter**
- EXHIBIT J - Covington Water District Hydraulic Modeling Analysis**
- EXHIBIT K - Soos Creek Water and Sewer District Sewer Availability Letter**
- EXHIBIT L - Critical Areas Report**
- EXHIBIT M - Traffic Capacity Reservation Certificate**
- EXHIBIT N - Master Applications for Preliminary Plat Approval and Conditional Use Permit**
- EXHIBIT O - Power Point Presentation**
- EXHIBIT P - Email from David Linehan dated November 18, 2020**
- EXHIBIT Q - Department of Community Development Staff Report**
- EXHIBIT R - Letter from David Linehan dated November 3, 2020**
- EXHIBIT S - Letter from David Linehan dated November 18, 2020**

The Minutes of the Public Hearing set forth below are not the official record and are provided for the convenience of the parties. The official record is the recording of the hearing that can be transcribed for purposes of appeal.

BARBARA KINCAID appeared, presented the Department of Community Development Staff Report, and testified that the applicant requests preliminary plat and conditional use permit approval to allow subdivision of a 5.6 acre site into 34 single-family residential lots. The site consists of two parcels and the applicant proposes a senior facility, but will reserve one tract for a commercial use, namely a 300 square foot, coffee, drive-through business. The conditional use permit is required for both the senior facility and the drive-through. The BDMC allows both uses in the applicable Neighborhood Commercial zone subject to a conditional use permit. Access to the site will occur from 292nd, and a private road will serve all interior lots. Public Works and the fire department have approved the site plan. The applicant has submitted a preliminary, conceptual, stormwater design that the City finds acceptable. The parcel is zoned NC and is designated by the Comprehensive Plan for Mixed Use. Residential uses are allowed if the project includes a commercial element. This project satisfies all zoning criteria. The City provided proper notice and the responsible official issued a MDNS following SEPA review and received no appeals. Mitigating measures in the MDNS are rolled into conditions of approval. The measures address transportation issues that include a \$13,000 plus payment to mitigate the traffic impacts of the project. Construction noise is addressed through implementation of best

management practices and the City's noise requirements. The applicant has received a tree removal permit and the City has rolled conditions thereof into the plat/CUP conditions. Concerning development standards, the applicant will fill-in the gaps of the NC zone by utilizing the MDR8 zone. They have reviewed the project against code requirements and surrounding developments. The NC zone requires no minimum lot area or depth requirements. They will consider building coverage at the time of building permit issuance. The NC zone authorizes a density of 12 dwelling units per acre, and the applicant's gross density calculates to 6.02 units per acre. Staff recommends approval. The stormwater will meet all City standards and the City will approve erosion control methods prior to commencement of grading and filling. The roads will also meet City standards. Frontage improvements will include sidewalks, planting strips, and lighting. The applicant will install full road improvements on 292nd, but will install street trees only on other abutting roads to compensate for trees removed from the site. She referred to the authority of Chapter 12.01 BDMC. The project will have a homeowners association and the CCRs on the face of the plat will show that residents are restricted to 65 years of age and above. She agrees with a condition of approval that would require fencing along property lines of lots abutting the commercial lot to mitigate lighting and noise.

JEFF POTTER appeared on behalf of the applicant and testified that roads abut three sides of the site, and that the site has flat topography. Abutting development includes residential uses on all sides except to the north and northwest. They propose the project for residential use and a coffee shop on the northwest corner. It is an infill site. He believes they are proposing the best solution to utilize the site, but will need to import fill to raise it because of drainage issues. They performed a substantial analysis to include traffic counts. They will provide a gardening area for residents and a secure site. They do not object to fencing between the coffee shop and adjacent lots. They will install improvements as each building permit is issued. They will include fencing for Lot 1. They meet all criteria for conditional use permit approval for the drive-through and will also provide fencing for the parking stalls. They will limit the senior housing to 65 years in accordance with the code and will add that restriction to the CCR's or other conditions. Seniors provide the lowest trip counts as they do not travel in the p.m. peak hour. Such fact reduces traffic at critical times. They submitted a TIA which the City's consultants reviewed, and they will satisfy the impact fee mitigation requirement. Concerning the conditional use criteria, the code is silent regarding senior family housing, and the MDR8 zone meets the intent for such use. They are providing about half of the maximum density allowed, and will provide a front yard garage setback of 20 feet. However, they need the reduced setback for front porches to extend closer than the garage. The coffee shop is very appropriate for the location. A majority of customers for the coffee shop are already on the road, and so the business will attract considerably less new trips. It will not attract a high level of vehicle trips. Different lot sizes exist in the area. They will infiltrate all stormwater onsite and propose a pond at the southwest corner and a smaller pond in the northwest corner. No water will discharge offsite. They will install sidewalks on 216th as well as 292nd and street lights and trees. He agrees with all staff recommendations. The main reason for the fill is that the sewer main is so shallow. The sewer is the greatest challenge to development.

KAREN POWELL appeared and had questions regarding the project. She is excited about the coffee stand, but wondered whether sidewalks will be constructed on both sides of the street. She also wondered whether the project will have a gate and wanted to know the location of the access. Will the parks be public or for community members only? And why won't the project pay school impact fees?

MR. POTTER responded that they will install sidewalks along the south side of 292nd, but not on the other side. He showed on the site plan the access to the subdivision and coffee shop on 292nd, directly across from the market. They will provide a gated entrance and turnaround. They do not pay school impact fees because no school aged children will reside on the site. However, all homeowners will pay property taxes for support of the schools.

No one spoke further in this matter and the Hearing Examiner took the matter under advisement. The hearing was concluded at a.m.

NOTE: A complete record of this hearing is available in the office of the City of Black Diamond Planning Department.

FINDINGS, CONCLUSIONS, AND DECISION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, heard testimony, and taken this matter under advisement.
2. A SEPA Mitigated Determination of Non-significance (MDNS) (Exhibit C) was issued by the City on May 6, 2020 with a 14-day comment period. The City did not receive any comments on the MDNS. The MDNS includes the following conditions:
 - Pay the sum of (\$13,285.00) Thirteen Thousand Two Hundred Eighty Five dollars to the City of Black Diamond for its proportionate share of traffic mitigation projects needed for the impacted intersections as identified and documented in the traffic study associated with the applicant's concurrency application (file #PUB19-0258).
 - Minimize construction noise by employing Best Management Practices (BMPs) such as properly size and maintained mufflers, engine intake silencers, engine enclosures and turning off equipment when not in use.
 - Comply with the Black Diamond Engineering Design and Construction Standards Section 2.2.05, earth moving, grading, and other construction activities (including exposed soil) conducted during winter work period

(October 1 to March 31) by submitting a Winterization Plan to the Public Works Department for approval.

- Submit a construction management plan to the Public Works Department for approval prior to commencement of any work.
 - Consider the use of Low Impact Development such as incorporating soil amendments and native plantings in bioretention swales to improve hydrologic functions in final designs and site plans.
 - Employ the following temporary erosion control measures:
 - Install at least 6' of quarry spalls at all construction entrances and drive lanes to minimize off-site tracking.
 - place silt fencing around entire site perimeter and cover soil stockpiles when not activity grading.
 - Install temporary measures to control surface water runoff, such as interceptor trenches, sumps, or swales prior to beginning earthwork activities.
 - wet dry soils to minimize dust and airborne soil erosion.
 - Adhere to the recommendations in the Geotechnical Engineering Study, from Earth Solutions dated October 11, 2019 for stripping depths, material suitability for fill, and excavations and slopes.
 - Revise preliminary plat drawing to comply with fire apparatus access and fire suppression requirements.
3. A Notice of Public Hearing (Exhibit E) was mailed to all property owners within 300 feet of the perimeter of the affected parcels on September 28, 2020 as required by BDMC 18.08. The Affidavit of Mailing is included in the record as Exhibit F. It was also emailed to the two commentors on the NOA. The Notice of Public Hearing was advertised in the City's official newspaper, The Enumclaw Courier-Herald and posted to the City's website on September 30, 2020. The project site also posted The Public Hearing Notice on September 24, 2020.
4. The applicant, Integrity Land, LLC, has a possessory ownership interest in two, abutting parcels of unimproved property that together consist of 5.64 acres (parcels numbers 615180-0545 and 615180-0550). The parcels extend from 218th Place S.E. on the east to 216th Avenue S.E. on the west. S.E. 292nd Street abuts the site on the north. Both parcels are unimproved and vegetating includes both coniferous and deciduous trees as well as understory. The parcel is pie shaped and expands from a width of 236 feet as it abuts 218th Place to 513 feet at 216th Avenue. The site abuts 292nd Street for 565 linear feet and expands to 688 feet along the south property line.

5. The applicant requests preliminary plat approval and a conditional use permit to allow improvement of the parcel into 34, single-family detached dwellings, each on its own separate lot, a 6,146 square foot, commercial tract, and a 7,831 square foot parking, landscaping, and possible seating tract for the commercial use. The applicant presently proposes to improve the commercial tract with a coffee shop (kiosk) with a drive-through window. The applicant proposes a senior housing community that will require at least one resident to be a minimum 65 years of age. The preliminary plat map shows one access provided via an internal plat road that extends south into the site from 292nd Street near its west property line. The internal plat road is a cul-de-sac, and a separate emergency vehicle access is not provided. The map shows the coffee shop located at the entrance to the parcel adjacent to 292nd Street. The parking area with possible seating is shown on the opposite side of the plat entry road from the kiosk. A security gate located immediately south of the commercial use controls entry into the single-family residential portion of the project.
6. The applicant originally proposed an attached, senior housing project, but subsequent thereto changed the application to a detached, senior housing facility. The Staff Report and the public hearing considered a detached, senior housing subdivision.
7. Subsequent to the hearing the City noted the definition of "Senior housing" as set forth in Section 18.100.655 of the Black Diamond Municipal Code (BDMC). Said definition reads:

Multifamily or attached single family housing for seniors that is age-restricted to occupancy or ownership by residents of which at least one in each dwelling unit is sixty-five years or older and that does not provide on-site life-care services and staffing for living support and health care. (emphasis added)

Thus, senior housing must consist of either multifamily dwellings or attached, single family homes. To meet the definition of "Senior housing" the applicant has revised the project to its original proposal of attached, single family homes.

8. In accordance with a letter from David A. Linehan, Black Diamond City Attorney (Exhibit S), the change of use from detached to attached homes will not substantively alter staff's analysis for either the preliminary plat or conditional use permit (CUP). The number of housing units will not change, nor will the conceptual layout to include access, streets, trip generation, or utility infrastructure. Staff has provided a revised Staff Report that deletes references to "detached" residences and modifies proposed Condition 16 in the same manner. The Examiner has also added a condition of approval that authorizes the applicant to revise the project to detached, single family housing for seniors should the Black Diamond City Council

amend the definition of senior housing to allow such use.

9. Both parcels are located within the Neighborhood Center (NC) zone classification of the BDMC. Section 18.36.030 BDMC sets forth uses allowed in the NC zone subject to acquisition of a CUP. Said uses include:

C. Drive-through facilities, maximum one per property.

G. Senior housing.

Thus, the drive-through coffee kiosk and the senior housing project are both authorized in the NC classification subject to acquisition of a CUP.

10. Both parcels are also located within the Neighborhood Center designation of the City of Black Diamond Comprehensive Plan. Applicable Comprehensive Plan policies that support both projects include LU Goal 10 that encourages the concept of mixed use development. Policy LU-43 encourages retail goods and services within walking distance of residential neighborhoods. Policy H-4 encourages a diversity of both owner and rental housing types to accommodate growth, and the promotion of mixed use, residential/commercial development. Policy H-24 specifically supports the project as it reads:

Support opportunities for older adults and people with disabilities to remain in the community as their housing needs change, by encouraging universal design or retrofitting homes for lifetime use.

A senior housing subdivision provides an opportunity for older residents to remain in the Black Diamond community. The overall project is therefore consistent with goals and policies of the Comprehensive Plan.

11. The site is located approximately 350 linear feet from the ordinary high watermark of Lake Sawyer, and therefore not within the jurisdiction of the City Shoreline Master Program. Uses abutting the site include the Lake Sawyer Grocery Store and an RV storage lot on the north side of 292nd Street, across from the plat access road, and single family residential homes along the balance of said property line. Uses to the east, south, and west are limited to single family residential homes. All adjacent parcels are located within the Single Family Residential (R4) zone classification with the exception of the grocery store and RV storage parcels that are located in the NC classification. The proposed uses fit well with the existing neighborhood as the commercial coffee kiosk will abut 292nd Street opposite the grocery.
12. The site is located within the NC zone classification that authorizes both proposed uses subject to a CUP. The single family subdivision (either attached or detached homes) must meet the development standards of the NC classification as set forth in BDMC 18.36.040(1-9). Said section limits structural heights to 35 feet, but has no

minimum lot area, width, or depth requirements. Subsection 9 limits the area of projects within the NC classification to a maximum of ten acres. The applicant's project satisfies all of the above development standards.

13. However, BDMC 18.36.040(4) requires a maximum, structural, front yard setback for single story structures of ten feet from the front property line, and 15 feet for multi-story structures that have single family residential use on the first floor. Furthermore, Subsection 6 requires a 20 foot wide, rear yard setback for any structure abutting a residential zone. Subsection 5 does not require a side yard setback based upon the plat layout. The plat cannot be developed with the above front and rear yard setback requirements.
14. The Staff Report recognizes the issues regarding the front and rear yard setbacks and analyzes the setback standards of the Medium Density Residential zone classification (MDR8). Staff asserts that setbacks required by the NC zone do not apply to residential plats. At the hearing the Examiner requested staff to consult with the City Attorney regarding the application of MDR8 bulk standards to the NC zone classification. The City Attorney, David A. Linehan, responded to the Examiner's concern in a letter dated November 3, 2020 (Exhibit R), citing the supplemental development and dimensional standards set forth in BDMC Chapter 18.34. He asserts that the City can apply said standards to "fill in the gap whenever the NC zoning standards are silent or obviously inapplicable to the proposal". The Examiner agrees with Mr. Linehan's analysis.
15. Section 18.36.040(A)(4) BDMC requires a maximum front yard setback width of 15 feet for those structures with first floor residential uses (a multi-story structure), and requires a maximum setback width of ten feet for 60 percent of the width of any street façade of a primary use. These setback requirements address commercial and multi-story buildings (façade; ground level residential use) and cannot reasonably be applied to a single family home with a front loading garage and driveway. Neither setback would allow compliance with off-street parking requirements. Therefore, the supplemental residential standards of BDMC Chapter 18.34 must be used to determine front and rear yard setbacks within the plat. Section 18.34.040(C) BDMC reads:

In no case shall the front or rear yard setback be less than ten feet or 20 feet to a garage, either attached or detached, unless otherwise allowed by this title.

Said section allows garages to have a minimum, 20 foot wide, front yard setback.

16. Section 18.36.040(A)(6) BDMC addresses rear yard setbacks in the NC classification as follows:

Minimum rear yard setback: If abutting a residential zone, 15 feet for a building without residential use and 20 feet for a building with residential use plus one-foot additional setback for each foot of building height over thirty-five feet.

It is clear that this rear yard standard applies to stand-alone, commercial buildings and to multiuse, residential/commercial buildings. Neither setback standard applies to the applicant's proposal for single family residential homes. Therefore, once again, the supplemental standards in BDMC 18.34.040 apply. Subsection (C) authorizes a rear yard setback of ten feet for the non-garage areas of a single family dwelling. Thus, the rear yard setback for all lots within the plat is ten feet.

17. Section 17.15.020(A) BDMC sets forth the approval criteria for a preliminary plat. Findings on each criterion are hereby made as follows:
 - A. As previously found the proposed subdivision meets all City zoning regulations and is consistent with City Comprehensive Plan maps and policies. Both attached and detached single family dwellings are allowed uses within the NC classification. However, the definition of "Senior housing" does not include detached housing.
 - B. The proposed subdivision results in a net density less than the allowable, maximum density. The NC zone classification, pursuant to BDMC 18.36.040(A)(8)(a), authorizes a maximum density of 12 dwelling units per acre without a transfer of development rights. The applicant proposes a gross density of 6.02 dwelling units per acre and a net density of 8.44 dwelling units per acre, both of which are substantially less than the maximum.
 - C. Establishment of the subdivision will make appropriate provision for all relevant matters to include the public health, safety, and general welfare; open spaces; storm drainage; streets, alleys, other public ways; water supplies; sanitary waste; parks and playgrounds; and sites for schools and school grounds. Plat development will serve the public use and interest and the public health, safety, and general welfare by providing an attractive location for a senior, single family residential subdivision served by all facilities and services. Three public roads abut the parcel, and the applicant must show that entering and stopping sight distance is available at the future intersection of the internal plat road and 292nd Street. The applicant has submitted a TIA showing that plat traffic will not cause a reduction in level of service (LOS) to any intersection below the City's adopted standard. Furthermore, a security gate will separate the commercial pad from the senior community.

- D. The City will review all site improvements as part of the final plat process.
- E. The Covington Water District provided a Water Availability Letter dated June 23, 2020, advising that it can provide both domestic water and fire flow to the site.
- F. The Soos Creek Water and Sewer District submitted a Sewer Availability Letter dated June 25, 2020, advising that it can provide sanitary sewer service to each residence and the coffee kiosk.
- G. While a 34 lot subdivision need not include park amenities, the centrally located Tract D is designated as a park and open space area. The applicant has indicated its desire to provide raised garden beds and a lawn for passive recreational activities.
- H. Compliance with BDMC 18.72.030 will assure that at least 20 percent of the site is landscaped. The present plan shows 26.6 percent of the site landscaped, to include the park and open space tracts. Additional landscaping will occur in the commercial tract, the parking and landscaping tract, roadside swales, storm pond, and yards.
- I. The applicant commissioned Sewall Wetland Consulting, Inc., a qualified expert, to prepare a Critical Areas Report for the project site. The expert determined that no wetlands, streams, or buffers are located on or near the site.
- J. The applicant has submitted a preliminary storm drainage design that includes enhanced water quality treatment and full infiltration best management practices. All stormwater generated by impervious surfaces will infiltrate into the ground. No stormwater runoff will exit the site. A large stormwater pond is located in the southwest corner of the site and a smaller pond is located in the southeast corner. Runoff from private roads and driveways will drain directly to roadside bioretention swales that will utilize State Department of Ecology (ECY) approved bioretention soils that will provide enhanced treatment.
- K. Because the applicant proposes a senior facility limited to those 65 and older, no school-aged children will reside in the plat. Therefore, the plat will have no impact on the Kent School District and therefore will not pay School Impact Fees. However, residents will pay property taxes to support schools.
- L. The Mountain View Fire Department reviewed the proposed subdivision and required the applicant to bring the project into compliance with the International Fire Code as adopted by the City. Corrections were made for internal roadway access for fire apparatus, location of fire hydrants, and

provision of fire flow. The applicant will also pay a fire impact fee of \$1,783 per dwelling unit at the building permit stage.

- M. The subdivision as conditioned will not increase the risk of flood or inundation conditions either on or off site. The site is generally flat with less than eight feet of topographic difference. The applicant must mass grade the site and import fill to provide gravity sewer service. The site is not located within a floodplain, and as previously found, the storm drainage system will infiltrate all stormwater runoff onsite.
- N. Criteria 5 requires the plat to meet or exceed applicable City development standards. Said standards for the NC zone are set forth in BDMC 18.36.040. The building permit stage will ensure compliance with requirements for building height, impervious surface coverage, and floor area ratio (FAR) of the coffee stand. The project meets off-street parking requirements as ten guest spaces are provided in the park tract for a total of 78 parking spaces. Installation of landscaping will occur in accordance with Chapters 18.72 and 19.30 BDMC. The applicant proposes a combination of retainage and replacement of significant trees. The City previously approved a Level II Tree Permit. The plat includes street lighting and internal pedestrian lighting.
- O. The preliminary plat addresses all environmental impacts consistent with the public health, safety, and welfare, as well as City goals and policies. As previously found the City responsible official issued a SEPA MDNS, and the eight mitigation measures are incorporated hereinafter as conditions of approval.
- P. The applicant has shown concurrency for all utilities and the transportation system as evidenced by the sewer and water availability letters and a Traffic Capacity Reservation Certificate issued by the City.
- Q. The preliminary plat makes appropriate provision for the matters set forth in BDMC 17.15.020(A)(8-14) as set forth on pages 13-15 of the Staff Report. Staff has analyzed said criteria and the Examiner agrees with staff's analysis and adopts said analysis as his own as if set forth in full herein. Specifically, Condition 9 clarifies street improvements required for 216th Avenue, 292nd Street, and 218th Place. In addition, the applicant will pay the Transportation Concurrency Impact Fee prior to final plat approval in accordance with the estimated trips generated in a 65 year plus community. Finally, the coffee shop/kiosk must meet applicable City design guidelines that staff identifies and discusses on page 15 of the Staff Report for both the site itself and the building.

18. Prior to obtaining a CUP to allow a senior housing community within the NC classification, the applicant must show that the request satisfies all criteria set forth in Section 18.12.010(B) BDMC. Findings on each criterion are hereby made as follows:
- A. The proposal is consistent with the goals and policies of the City Comprehensive Plan as found hereinabove. In addition, City staff has conducted a thorough evaluation of applicable plan goals and policies on pages 16 and 17 of the Staff Report. The Examiner has examined staff's analysis, agrees therewith, and hereby incorporates said analysis as his own as if set forth in full herein.
 - B. In accordance with the MDNS, environmental and operational impacts associated with the project can be adequately mitigated through the imposition of both MDNS mitigating measures and conditions of approval.
 - C. As previously found both uses are compatible with the character of the surrounding area. The commercial pad for the coffee shop is directly across 292nd Street from an existing grocery store, and except for the drive-through window, would be an allowed, outright use. The single family attached residential project is compatible with the neighborhood commercial and single family detached uses on all sides. The project will convert a non-critical, flat, developable area into an attractive, senior housing facility and coffee shop as allowed by the NC zone classification.
 - D. The location, size, height of buildings, and screening vegetation will not hinder the permitted development of or discourage the use of neighboring properties. Future homes will consist of one and two story structures that will meet all required setbacks as set forth above. Fencing, walls, and landscaping will not encroach onto adjacent properties along the south property line. All other exterior property lines are abutted by public streets. The one story coffee kiosk will meet all commercial setbacks, and the fencing and landscaping will protect future plat residents from automobile noise and headlights.
 - E. Both uses are designed in a manner compatible with the physical characteristics of the property as set forth above.
 - F. The project does not conflict with the health and safety of the community. The project includes frontage improvements on surrounding roads and service by all necessary services and facilities. Both uses will generate low impacts as compared with other authorized uses in the NC zone. Construction of the project should benefit the health and safety of the area by providing sidewalks and other road improvements.

- G. Pedestrian and vehicular traffic generated by the two uses will neither create hazardous conditions, nor cause conflict with existing and anticipated traffic in the neighborhood. While the project may generate traffic by active seniors, most attempt to drive during non-peak periods and thus do not affect the morning and evening commutes. The coffee stand will serve a high percentage of pass-by trips and will not become a destination business.
- H. Adequate public facilities and services are available to serve both uses.

CONCLUSIONS:

- 1. The Hearing Examiner has the jurisdiction to consider and decide the issues presented by this request.
- 2. The applicant has shown that the request for preliminary plat approval and conditional use permit approval satisfies all criteria set forth in the BDMC and is consistent with applicable goals and policies of the Comprehensive Plan. Therefore, both applications should be approved subject to compliance with the following conditions:
 - 1. Approval of this preliminary subdivision shall become invalid unless a final plat is submitted in proper form for final plat approval within seven years of the date of preliminary subdivision approval.
 - 2. The SEPA MDNS mitigating measures and Level II Tree Permit Conditions are hereby incorporated as conditions of Preliminary Plat Approval as if set forth herein.
 - 3. The applicant shall obtain all necessary permits prior to construction.
 - 4. The applicant shall comply with all requirements of the Mountain View Fire Department found in Appendix D of the International Fire Code (IFC) for Fire Apparatus Access Roads and Appendix B, Fire Flow Requirements for Buildings.
 - 5. Provision for maintenance of private stormwater system shall be required as set forth in the City of Black Diamond Standards.
 - 6. Erosion control plans shall be submitted and approved prior to any clearing or grading on the site.
 - 7. All interior, private roads shall be constructed to meet the City of Black Diamond adopted Road Standards.

8. As-built drawings must be submitted for the water and sewer systems including service connections to each lot prior to final plat approval.
9. All required improvements including paving, curb, sidewalk, swales, planting strips, storm drainage structures/facilities, and lighting necessary to serve the proposed plat shall be designed and constructed in accordance with City of Black Diamond standards. Required frontage improvements are as follows:
 - A. Sidewalks will be required along 216th Ave SE and SE 292nd Street frontage with enough space for streetlights, 5 ft wide on 292nd and 6 ft. wide on 216th. The sidewalks will need to transition to connect to the existing section of sidewalk at the SE corner of the 216 / 292nd intersection so that relocation of the signal arms or other cabinets will not be needed at this time.
 - B. The shoulder area on 216th Ave SE shall be entirely cleared and graded for a wide, shallow, gently sloped bio- swale covered with organic topsoil that will treat and infiltrate road runoff.
 - C. A vertical curb and gutter will be required along 292nd Street with an overlay to centerline. A planting strip with street trees will be required along 292nd Street.
 - D. Streetlights along 216th Ave SE and SE 292nd Street shall meet City standards and spacing.
 - E. Clearing and grading of the shoulder of 218th Place SE for a topsoil covered filter strip that slopes away from the road by 4%.
10. A homeowner's association (HOA) with CCRs and adequate provisions for maintenance of tracts A, B, C & D will be required for this development. The applicant will be required to furnish a copy of the C.C. & R.'s for the development to the City for review. Specifically, the applicant will need to make provisions in the C.C.&R.'s for maintenance of the stormwater detention and treatment.
11. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All designs will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the homeowners.
12. All construction plans will be prepared in accordance with City of Black Diamond standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.

13. The width of private roads shall meet the City's minimum residential width requirement; pavement design must meet the City's standards.
14. A road maintenance covenant must be established to ensure maintenance and ultimate repaving of the internal street.
15. Water Easements are required on Lots 20 and 21; Sewer Easements are required on Lots 26, 27, and Tracts E and F.
16. Development within the Plat shall comply with the standards set forth in BDMC 18.36.040, which governs development in the Neighborhood Center (NC) zone. Specifically, all single-family residential structures in the Plat shall comply with the dimensional standards set forth in BDMC 18.36.040.A, except for the front-yard and rear-yard setbacks, in which case the Supplemental Residential Standards set forth in BDMC 18.34.040 shall apply as follows:

Front-yard setback: Per BDMC 18.34.040.C, the front-yard setbacks shall not be less than ten feet, or twenty feet to a garage.

Note: The 15-foot maximum front-yard setback for residential structures in the NC zone (BDMC 18.36.040.A.4) cannot reasonably be applied to residences with front-loading garages and driveways because of the conflict it would create with the off-street parking requirements of BDMC 18.36.040.B. There would be insufficient room to accommodate a driveway within the 10-foot maximum setback set forth in BDMC 18.36.040.A. Accordingly, the Supplemental Residential Standards found in Chapter 18.34.040.C shall apply to front-yard setbacks within the Plat. ("In no case shall the front or rear yard setback be less than ten feet or twenty feet to a garage, either attached or detached, unless otherwise allowed by this title.").

Rear-yard setback: Per BDMC 18.34.040.C, the rear-yard setbacks shall not be less than ten feet.

Note: The minimum 20-foot rear-yard setback for residential buildings in the NC zone was clearly intended to apply to larger, multi-family structures, not to single-story and two-story attached homes. This 20-foot rear-yard setback was intended to provide a substantial buffer between multi-family structures and adjacent residential development. However, such a large buffer is not necessary here because of the unique circumstances of the applicant's proposal, which is limited to single-story and two-story attached homes (i.e., a less-

intensive use than contemplated by the NC zone standards). Accordingly, the Supplemental Development Standards of BDMC 18.34.040.C should be applied. ("In no case shall the front or rear yard setback be less than ten feet or twenty feet to a garage, either attached or detached, unless otherwise allowed by this title.").

17. A well-built six foot tall, solid board fence with posts in concrete and tops capped along with Type 1 Landscaping, as detailed in the Landscaping Plan, shall be installed around Tract E and Tract F to shield adjacent proposed residential lots from car lights waiting in the coffee stand queue.
18. The applicant shall submit a new site plan showing building footprints depicting single-family attached units consistent with BDMC 18.100.655 as part of the site development application for city approval. Provided, however, that if the Black Diamond City Council amends BDMC 18.100.655 to allow detached, single family dwellings within the definition of "Senior housing", the applicant may continue with its present detached home application.

DECISION:

The request for preliminary plat and conditional use permit approval for the Tamarack preliminary plat located at the southeast corner of the intersection of S.E. 292nd Street and 216th Avenue S.E. within the City of Black Diamond is hereby granted subject to the conditions contained in the conclusions above.

ORDERED this 9th day of December, 2020.



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

TRANSMITTED this 9th day of December, 2020, to the following:

APPLICANT: Integrity Land, LLC
Attn: Jeff Potter
27203-216th Avenue S.E., Suite 5
Maple Valley, WA 98038

OTHERS:

Phil C. VonWalter
29227-218th Place S.E.
Black Diamond, WA 98010

philamatic@comcast.net

CITY OF BLACK DIAMOND

Energy Professionals, LLC
Attn: Joe Riordan P.E.
29116-218th Place S.E.
Black Diamond, WA 98010

2.30 RECONSIDERATION

1. In accordance with Section 2.30 of the City of Black Diamond Hearing Examiner Rules of Practice and Procedure a party may file a written motion for reconsideration within 10 calendar days of the date of the Hearing Examiner's decision.
2. Unless a Motion for Reconsideration is timely filed, this land use decision is final and subject to appeal to superior court as governed by Chapter 36.70C RCW. Appeal deadlines are short and procedures strictly construed. Anyone wishing to file a judicial appeal of this decision should consult with an attorney to ensure that all procedural requirements are satisfied.

Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: May 4, 2023 AB23-020	
Resolution authorizing the purchase of two mobile radar message signs.	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$35,699.28	Police – Chief Kiblinger	
Fund Source: PW Equipment budget	Public Works – Scott Hanis	X
Timeline: May 2023	Court – Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Quote		
SUMMARY STATEMENT: The Public Works Department has budgeted for two mobile radar/message signs. Public Works received a quote from All Traffic Solutions for two SpeedAlert 24 radar/message signs, including perpetual licensing for user interface, wireless control, traffic data collection, power cords, two ATS-5 trailers with batteries, strobe lights, and solar panels. All Traffic Solutions was awarded a contract for this equipment through Sourcewell (a cooperative purchasing agency that meets state bidding requirements) and will provide this equipment through their Sourcewell contract. Public Works did research similar equipment from other vendors and found ATS offers the best pricing, which includes a Sourcewell discount. The signs will allow the city to customize messages while recording speed and traffic data. Rates will be added to the fee schedule to rent the message signs to others. Staff is recommending the purchase of the mobile radar/message trailers identified in the quote attached to the Resolution. The purchase of the mobile radar message trailers, including tax, will be \$35,699.28. FISCAL NOTE (Finance Department): The 2023 budget for Public Works equipment includes funds to cover the new mobile radar/message signs.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 23-1542 authorizing the purchase of two new mobile radar/message signs.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 4, 2023		

RESOLUTION NO. 23-1542

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PURCHASE OF TWO SPEEDALERT
24 RADAR MESSAGE SIGNS FROM ALL TRAFFIC
SOLUTIONS**

WHEREAS, the Public Works Department requires two new mobile radar/message signs; and

WHEREAS, the 2023 Public Works budget includes \$95,000 for new equipment; and

WHEREAS, All Traffic Solutions received a contract from Sourcewell for this type of equipment; and

WHEREAS, the Sourcewell contracting process meets the state bidding requirements for purchasing equipment; and

WHEREAS, All Traffic Solutions provided a quote, including a Sourcewell discount in the amount of \$35,699.28, including tax;

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

Section 1. The Mayor is hereby authorized to purchase two new mobile radar/message signs identified in the attached quote.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF MAY, 2023.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
14201 Sullyfield Circle,
Ste 300
Chantilly, VA 20151
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:
Sourcewell 090122-ATS
Sourcewell Account #:
152982

QUOTE Q-75620

DATE: 03/27/2023

**PAGE
NO:** 1

**Questions contact:
MANUFACTURER:
All Traffic Solutions**

John De Schepper
X
jdeschepper@alltrafficsolutions.c
om

Independent Sales Rep:

BILL TO:

City of Black Diamond
PO Box 599
Black Diamond WA 98010

Billing Contact:

SHIP TO:

City of Black Diamond
32820 3rd. Ave.
Black Diamond WA 98010
Attn: Scott Hanis

**PAYMENT
TERMS:**

Net 30

CUSTOMER: City of
Black Diamond

CONTACT:(360) 851-4521

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	2	\$9,215.00	\$18,430.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1	\$100.00	\$100.00
4000631	Bluetooth: allows wireless control from any Bluetooth enabled device (sold separately)	2	\$0.00	\$0.00
4000519	Traffic Data Collection; stores vehicle statistics locally for later analysis	2	\$0.00	\$0.00
4100557	hrns, Power cord, iA w/ quick connects for trailer	2	\$60.00	\$120.00
4001622	ATS-5 Trailer for IA/SA24 includes: 470Ah Batteries & Trailer Certificate of Origin	2	\$5,407.00	\$10,814.00
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	2	\$800.00	\$1,600.00
4001299	3 Year Warranty	2	\$0.00	\$0.00
4000838	Solar panel, 90W: includes bracket for ATS-5 trailer and harness	2	\$940.00	\$1,880.00
4000641	Shipping and Handling Common Carrier	1	\$3,751.00	\$3,751.00
4001190	Discount - New Purchase	1	(\$3,852.97)	(\$3,852.97)

4000705

Sales Tax

1

\$2,857.25

\$2,857.25

Special Notes:

**SALES
AMOUNT:**

\$35,699.28

**TOTAL
USD:**

\$35,699.28

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Signature: _____ Date: _____

Print Name: _____ Title: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing a grant agreement with the Department of Ecology for the 2021-2023 Stormwater Capacity Grant	Agenda Date: May 4, 2023	
	AB23-021	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$25,000 revenue	Police – Chief Kiblinger	
Fund Source: Department of Ecology	Public Works – Scott Hanis	X
Timeline: Expires June 30, 2023	Court – Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Grant Agreement, Resolution		
SUMMARY STATEMENT: The purpose of this grant is to provide financial assistance to the City in order to help the City meet the requirements under the City's stormwater permit from the Department of Ecology. This grant will expire June 31, 2023 and is retroactive to July 1, 2021. The grant funds are as follows: Task 1 – Up to \$2,000 for Project Administration/Management Task 2 - \$73,000 for implementation and management of the Stormwater Program as required by the City's stormwater discharge permit from the Department of Ecology. Activities that fall under Task 2 are activities that the City currently is responsible for in maintaining and operating the stormwater system and includes: • Public education and outreach • Public involvement and participation • Illicit discharge detection and elimination (IDDE) activities • Activities to support programs to control runoff from new development, redevelopment, and construction sites • Pollution prevention, good housekeeping, and operation and maintenance program activities • Annual reporting activities • Establishing and refining stormwater utilities, including stable rate structures • Water quality monitoring		

- Equipment purchases

This grant cycle, these funds are targeted to help fund the Stormwater Management Action Plan (SMAP) that is required by the NPDES Permit. This is a similar grant to previous grants the City has received from the Department of Ecology.

FISCAL NOTE (Finance Department): The DOE Grant for \$50,000 was included in the 2022 Budget for the Stormwater Basin Study. We have received notice that the DOE has increased the 2022 grant amount to \$75,000. A 2023 budget change will be done in December to account for the additional \$25,000 revenue and expenses from this grant.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed this on April 25th, 2023 and recommends bringing this to full council.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 23-1543 to accept capacity grant funds and authorizing the Mayor to execute a grant agreement with the Department of Ecology for the 2021-2023 Stormwater Capacity Grant.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 4, 2023		

RESOLUTION NO. 23-1543

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
REGARDING ACCEPTANCE OF ADDITIONAL CAPACITY
GRANT FUNDS AND AUTHORIZING THE MAYOR TO
EXECUTE A GRANT AGREEMENT AMENDMENT WITH
THE DEPARTMENT OF ECOLOGY FOR THE 2021-2023
STORMWATER CAPACITY GRANT**

WHEREAS, the City of Black Diamond is required to meet National Pollutant Discharge Elimination System (NPDES) Phase II Permit requirements; and

WHEREAS, the Department of Ecology has made funds available to municipalities required to meet NPDES Phase II Permit requirements in the form of the 2021-2023 Stormwater Capacity Grant; and

WHEREAS, the Department of Ecology has amended to increase the grant by \$25,000, for a total grant amount of \$75,000;

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

Section 1. The City Council hereby accepts the additional 2021-2023 Capacity Grant funds from the Washington State Department of Ecology in the amount of \$25,000 to assist the City with completing the City's requirements under its NPDES Phase II Permit;

Section 2. The Mayor is hereby authorized to execute a grant agreement amendment with the Department of Ecology for the 2021-2023 Stormwater Capacity Grant for an additional \$25,000 to meet Phase II NPDES requirements.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF MAY 2023.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



AMENDMENT NO. 1
TO AGREEMENT NO. WQSWCAP-2123-BlaDia-00210
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Black Diamond

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Black Diamond (RECIPIENT) for the 2021-2023 Biennial Stormwater Capacity Grants (PROJECT).

The purpose of this amendment is to increase the grant funding by an additional \$25,000. The grant end date will also be extended from the original end date of 3/31/23 to 6/30/23 to allow more time for the additional funding to be utilized.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 50,000.00 Amended: 75,000.00

Total Eligible Cost:

Original: 50,000.00 Amended: 75,000.00

Expiration Date:

Original: 03/31/2023 Amended: 06/30/2023

CHANGES TO THE BUDGET

Funding Distribution EG220283

Funding Title: 2021-23 capacity grant

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCA

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

2021-23 capacity grant	Task Total
Project Administration/Management	\$ 2,000.00
Permit Implementation	\$ 73,000.00

Total: \$ 75,000.00

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost: \$2,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

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

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

- * Properly maintained project documentation.

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$73,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior

to awarding funding for monitoring.

Monitoring, including:

- a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
- a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2021-23 capacity grant	0 %	\$ 0.00	\$ 75,000.00	\$ 75,000.00
Total		\$ 0.00	\$ 75,000.00	\$ 75,000.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2022.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Black Diamond

By: _____

Vincent McGowan, P.E.
Water Quality
Program Manager

Date

By: _____

Carol M Benson
Mayor

Date

Template Approved to Form by
Attorney General's Office

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing contract with Quinn Thomas, LLC for communication and marketing services	Agenda Date: May 4, 2023	
	AB23-022	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note) – \$20,000	Police – Chief Kiblinger	
Fund Source: General Fund	Public Works – Scott Hanis	
Timeline: May 2023	Court – Tawnya Parks	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Agreement; Proposal		
SUMMARY STATEMENT: Recently the city solicited for communication and marketing services for the city and two proposals were received. An interview panel consisting of myself, David Linehan, City Attorney, Councilmember Tamie Deady, Brenda Martinez, City Clerk/HR Manager, Chief Kiblinger, Mona Davis, Community Development Director, and Cynthia Berne interviewed the two applicants. Following the interviews, it was a unanimous decision to move forward with Quinn Thomas, LLC. The agreement has been reviewed and found to be fair and reasonable. FISCAL NOTE (Finance Department): The 2023 budget has money available for this expenditure.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 23-1544, authorizing the Mayor to execute a consultant agreement with Quinn Thomas, LLC for communication and marketing services.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 4, 2023		

RESOLUTION NO. 23-1544

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
CONSULTANT AGREEMENT WITH QUINN THOMAS, LLC
FOR COMMUNICATION AND MARKETING SERVICES**

WHEREAS, the City of Black Diamond is need of communication and marketing services;
and

WHEREAS, the city recently solicited for these services and received two proposals; and

WHEREAS, a selection panel consisting of Mayor Benson, David Linehan, City Attorney, Councilmember Tamie Deady, Brenda Martinez, City Clerk/HR Manager, Chief Kiblinger, Mona Davis, Community Development Director; and Cynthis Berne interviewed the two applicants; and

WHEREAS, there was a unanimous decision of the selection committee to hire Quinn Thomas, LLC for these services; and

WHEREAS, Quinn Thomas, LLC is qualified and willing to provide said services to the city; and

WHEREAS, the agreement was reviewed and found to be fair and reasonable;

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

Section 1. The City Council authorizes the Mayor to execute a Consultant Agreement with Quinn Thomas, LLC for communication and marketing services, substantially in form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF MAY 2023.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CONSULTANT AGREEMENT

This Agreement dated May 4, 2023 is between Quinn Thomas, LLC (hereinafter called "Consultant"), and the City of Black Diamond, a public entity operating under the laws of the State of Washington (hereinafter called "Client").

I. Relationship

Client hereby appoints Consultant as its communications and marketing agency in connection with the potential acquisition and development of a new city campus.

Consultant accepts such appointments, states that it will not during the term of this agreement work for any other client in activities that are directly competitive with this appointment, and agrees to perform the services specified according to the terms of this Agreement.

II. CONSULTANT SERVICES

Consultant agrees to perform the following services (the "Services"):

- See Attachment A

III. CONFIDENTIALITY; OWNERSHIP OF INFORMATION

In the course of providing services to Client, Consultant employees may have access to information belonging to Client or in Client's possession and may have an opportunity to develop and prepare information in the course of rendering such services (all such information, whether belonging to Client or in its possession, developed or prepared, is hereby called "Information"). In consideration of Client granting the Consultant access to information or granting it such opportunity, Consultant agrees to treat as confidential and shall not disclose to others, any Information without securing the prior approval of Client.

Nothing in this Agreement shall create any obligations on the part of The Consultant with respect to any Information which the Consultant can demonstrate

(1) has been furnished or been made known to Consultant by third parties as a matter of legal right and without restriction on disclosure or use, (2) is now or later becomes a part of the public domain other than by acts or omissions of Consultant, or (3) was in Consultant's possession prior to Client's disclosure to Consultant and was not acquired by Consultant from Client either directly or indirectly. All

Information, in whatever form, including, without limitation, documents, computer programs or tapes, and all copies or excerpts, shall at all times be Client's property and shall be returned to Client at any time upon its request.

IV. CONSULTANT COST AND COMPENSATION

A. Fee

Consultant will provide services as described in Attachment A to Client on the following schedule:

- June 30, 2023: \$20,000 fee for communications planning deliverables
- June 30 – November 30, 2023: \$5,000 per month fee for communications services

Monthly fee charges will be billed to the Client on the last day of each month.

Either party may amend this agreement in whole or part by providing notice to the other party 30 days in advance.

B. Outside Expenses

Travel or other third-party expenses essential to the delivery of services shall be reimbursed by Client. Consultant will secure prior approval for any and all travel or third-party expenses that are submitted for reimbursement.

V. INDEMNIFICATION

A. Consultant Responsibility

Consultant agrees to assume sole legal responsibility for, to defend Client against, and to hold Client harmless from, any damage claims asserted against Client resulting from the negligence or willful actions of Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights, and literary piracy or plagiarism, excepting claims arising from matters to which Consultant has advised Client, and Client has given its specific approval, thereby assuming the risks thereof. Client agrees to give Consultant prompt notice of such claims and to permit Consultant to control defense or settlement thereof.

However, Client reserves the right to participate in the defense of any such claim through its own counsel and at its own expense.

B. Client Responsibility

Client agrees to assume solely the responsibility for, and to indemnify and hold harmless Consultant from any claims made against Consultant as the direct result of use by the Consultant in good faith of any publicity materials, information or data furnished to Consultant by Client.

VI. INSURANCE

A. Consultant shall procure and maintain in force for the duration of this Agreement and any extension thereof, and without cost to the City, a broad-form comprehensive general liability insurance policy covering claims for bodily injury and property damage that may arise from or in connection with Consultant's work for the City. Such insurance policy shall have liability limits of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, unless a lower amount is approved by the Mayor.

B. Consultant's insurance shall be written on an "occurrence" form, with a company that has a current A.M. Best rating of at least A-VII or better, and is licensed to do business in the State of Washington. The City shall be named by endorsement as an additional insured.

C. Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

D. Consultant's insurance shall include a provision that it may not be cancelled or modified by either party except after thirty (30) days' prior written notice has been given to the City.

E. Consultant shall furnish the City with a certificate of such insurance, including a copy of any amendatory endorsements, upon request.

VII. EFFECTIVE DATE

This agreement is effective May 4, 2023 and expires on November 30, 2023.

VIII. FAILURE OF SUPPLIER TO PERFORM

Consultant will endeavor, to the best of its knowledge and ability, to guard against any loss to Client through failure of suppliers to properly execute their commitments, but Consultant shall not be held liable for any such failure.

IX. AUTHORIZING CONTACT

Client shall designate Carol Benson as the key contact.

X. NOTICE

All notices hereunder shall be in writing and shall be served by mail, addressed as follows:

If to Consultant:

Doug Badger
Quinn Thomas
310 N State St Suite 216 Lake
Oswego, OR 97034

If to Client:

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

XI. DISPUTE RESOLUTION

If, at any time during the term of this Agreement, a disagreement, dispute, controversy or claim should arise out of or relating to the interpretation of or performance under this Agreement, or the breach of invalidity thereof, the parties will attempt in good faith to resolve their difference. If the parties cannot resolve the disputed matter within 30 days, the parties agree to submit and have the dispute resolved by the American Arbitration Association at a location in King County, Washington, applying the laws of the state of Washington.

XII. AMENDMENTS

No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by all parties hereto.

XIII. ENTIRE AGREEMENT

This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

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AGREED TO AND ACKNOWLEDGED BY:

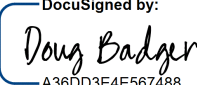
CITY OF BLACK DIAMOND

By _____
Carol Benson

Title: Mayor

Date _____

QUINN THOMAS, LLC

DocuSigned by:
By  _____
A36DD3E4E567488...
Doug Badger

Title: Partner and Co-Founder

Date 5/2/2023

ATTACHMENT A

The following services will be provided under the agreement between Quinn Thomas, LLC and the City of Black Diamond, dated May 4, 2023.

Service	Deliverables	Estimated Timeline	Fee
Communications Planning	• Discovery session • Stakeholder map • Communications plan • Message platform	May - June	\$20,000
Monthly Communications Support (6 months)	• Communications planning meetings • Media engagement and recommendations • Communications deliverables (reactive holding statements, press releases, community updates, talking points/FAQs)	June – November	\$5,000/month (approximately 25 hours)
Optional media training	Scoped as needed		\$8,000



City of Black Diamond

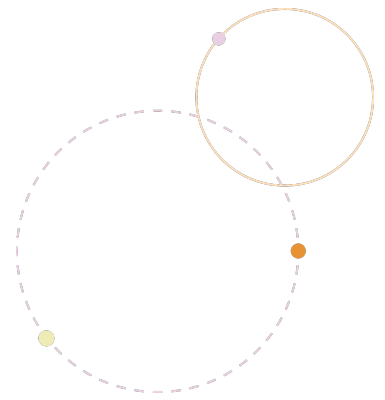
Communications Services

Submitted by Quinn Thomas
April 4, 2023

quinn thomas
Better ideas for bigger goals

April 4, 2023

Carol Benson
Mayor
Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010



Dear Mayor Benson:

Thank you for the opportunity to submit a proposal in response to the City of Black Diamond's upcoming construction project communications needs. As you seek a partner who can support strategic planning and messaging development, Quinn Thomas is well-positioned to support your efforts.

Quinn Thomas is a marketing communications agency with expertise leading campaigns that persuade, inform and empower people to drive desired outcomes. We regularly work with public sector clients to drive effective messaging campaigns that engage and inform constituents with important information. We have deep experience, understand the environment you operate in, and know how to reach and persuade audiences with innovative and inspiring strategies.

I hope this proposal addresses Black Diamond's most immediate needs and provides an overview of the support we can provide. We welcome the opportunity to discuss in further detail soon.

Sincerely,

Sarah Ninivaggi
Vice President, Seattle

quinn
thomas

Seattle 119 First Ave., Suite 460, Seattle, WA 98104 · 206.260.2558
Portland 310 N State St., Suite 216, Lake Oswego, OR 97034 · 503.639.0389
quinnthomas.com

The Project

The City of Black Diamond has outgrown its City Hall and seeks to build a new unified city campus. Over the next decade, Black Diamond expects significant growth in population, staffing and services. The city's request for proposal (RFP) envisions a city campus that leverages Smart City concepts and green building standards to provide high-quality, efficient services to residents. The City only received two responses to the request for proposal. The leading proposal from the developer Oakpointe Communities will develop a multi-million-dollar campus in exchange for density credits. Oakpointe's proposal will expedite campus development while minimizing the financial burden on the city and its taxpayers.

Given prior pushback from city residents around development projects, the City of Black Diamond is interested in developing a comprehensive strategy and unified messaging approach to address concerns while building excitement for the project and the future of the City.

Our Approach

All effective strategic communications plans begin with a clear articulation of goals and objectives, audience analysis, thoughtful strategy and careful planning.

Quinn Thomas regularly supports communications strategy and messaging development projects in Washington. Examples of our work include:

- **Amazon Web Services:** Lead community and media engagement process to share timely and accurate information with policymakers, residents, businesses and community organizations along the path of a new subsea cable on the Oregon Coast.
- **Washington Multifamily Housing Association:** Housing policy communications and local storytelling for housing providers across Washington State.
- **Walmart:** As Walmart's agency of record, we support the development of new stores and advance brand communications through philanthropic and corporate giving.
- **Uber:** Led the public affairs and communications campaign that facilitated Uber's entry into the Portland market amid significant opposition from City Hall, taxi companies, and labor unions.

Discovery

We propose a 90-minute to 2-hour kick-off meeting with key project stakeholders to align on key outcomes:

- **Goal:** What is the aspirational outcome we want? This will serve as the "North Star" of the campaign to ensure all activity is mapping to that outcome.
- **Audiences:** Discuss priority audiences to understand sources of support and opposition.
- **Project Details:** Gain a deeper understanding of the project to address specific questions and guide messaging.
- **Timeline and Milestones:** To support development of a comprehensive workback plan.

Additionally, we will review existing background materials and perform a landscape media search to further our understanding.

Stakeholder Mapping

- Based on the discovery session and research, we will develop a comprehensive stakeholder map to understand the specific audiences who will be impacted, and how we will best reach them.
- Stakeholder mapping will also help identify potential opponents to the plan and approaches to address concerns.

Communications Plan

We will utilize our discovery session and stakeholder map to develop a strategy for driving positive sentiment in the community and managing any issues that do arise.

- Create a timeline of known milestones to map communications moments appropriately.
- Identify the communications channels most likely to reach our target audience, such as social media.
- Develop KPIs to track progress, a cadence of regular check-ins, a content calendar to manage audience messaging across channels.

Message Platform + Communications Deliverables

A key message platform will ensure consistency across communications assets and will help ensure the benefits of this project are clearly communicated to target audiences. These message points will be carried across communications deliverables.

- Develop a key message, secondary messages and proof points, all of which will serve to drive communications outcomes with our audience.
- Create an FAQ document that answers likely questions.
- Create a public-facing infographic describing the proposal and its benefits.
- Develop a reactive holding statement should there be media interest, as well as announcement materials for key moments in the development process.

Media Engagement/Proactive Outreach (as needed)

As the situation evolves, Quinn Thomas can provide issues management counsel and serve as the primary point of contact for media relations and work with reporters on background to shape stories and ensure accurate coverage. This may include:

- Updating materials in real time based on the latest information and needs.
- Remaining in regular contact with and leading a standing planning and decision-making call.
- Developing or reviewing additional materials as needed including reactive statements, community updates, and others.
- Flagging coverage in real time and sharing an activity report at the end of the engagement.

Optional Media Training

Quinn Thomas (QT) can develop a custom curriculum to prepare senior leadership to effectively message the project, while managing reputational issues that could arise. A scope of services for this project could include the following:

- Custom curriculum and messaging development
- Media training to practice engaging with the media on complex topics

Budget/Timeline

- **Discovery Session; Stakeholder Mapping:** April
- **Communications Plan; Messaging Platform and Deliverables:** May
- **Additional deliverables and future outreach needs:** Scoped as needed

Discovery Session Stakeholder Map Communications Plan Message Platform + Deliverables	\$20,000
Optional media training	\$8,000
As-needed outreach support	\$195/hour

ACCOUNT TEAM



Sarah Ninivaggi

Vice President

Quinn Thomas

Sarah serves as Vice President of Quinn Thomas's Seattle office, leading strategic planning, media relations, and crisis management on behalf of local and national clients. She is passionate about storytelling across complex issues and finding ways to engage and impact the community.

Sarah regularly works with community organizations and public sector partners on collaborative communications efforts. She manages strategy and execution of a multi-year statewide Washington Health Care Authority

campaign to recruit new providers in the behavioral health workforce. Sarah works closely with national and regional clients like Bank of America and HNN Communities to develop corporate social responsibility communications that reflect the organizations' commitment to serving the community.

She is a Prosci-certified change management professional, with experience supporting comprehensive internal communications and employee engagement strategies.

Prior to Quinn Thomas, Sarah held in-house and agency communications roles. She was a Senior Manager with Weber Shandwick, a global communications agency. She also served in public relations and content strategy roles for two federal agencies, the Consumer Financial Protection Bureau and the U.S. Postal Service. Sarah graduated with a degree in Journalism and Mass Communications from Towson University and earned her master's degree in Communications Leadership from the University of Washington.



Dylan Brown
Public Affairs Manager
Quinn Thomas

Dylan is an account manager at Quinn Thomas, leading a wide range of coalition and public affairs communications in content development, media relations and advocacy building. His portfolio includes clients in healthcare, science and energy clients.

Dylan has extensive experience in fast-paced environments distilling complex legislative issues into communications and resources for the business community.

Before Quinn Thomas, Dylan built his career in government in Washington state. Dylan served as Chief of Staff for a King County Council member and before that as the public information officer for several members of the Washington State Senate. Dylan is based near Olympia, WA, and will serve as your primary account lead. Dylan holds a degree in political science from Southern Illinois University Edwardsville.



Thank you!

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