



CITY OF BLACK DIAMOND
June 5, 2008 Workstudy Agenda
25510 Lawson St., Black Diamond, Washington

6:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

1.) Stormwater Utility Formation

Leonard Smith

ADJOURNMENT:



CITY OF BLACK DIAMOND
June 5, 2008 Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 253-631-0351. Thank you for attending this evening.

PUBLIC HEARINGS:

1.) **AB08-054** – Latecomer's Agreement

Mr. Combs

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

2.) **AB08-056** – Resolution Adopting Water Plan

Mr. Dal Santo

3.) **AB08-057** – Resolution Authorizing Amendment #5 to PacWest Professional Services Agreement

Mr. Dal Santo

4.) **AB08-058** – Resolution Adopting General Fee Schedule – Increasing Traffic School Fee

Chief Kiblinger

5.) **AB08-059** – Ordinance Authorizing Interfund Loan for Stormwater Utility

Ms. Miller

6.) **AB08-060** – Resolution Authorizing Pay Off of Water Revenue Bond

Ms. Miller

7.) **AB08-061** – Resolution Authorizing Professional Services Agreement with Fox Electric

Mr. Williamson

8.) **AB08-062** – Resolution Authorizing Professional Services Agreement with O'Bryon and Associates

Mr. Williamson

9.) **AB08-063** – Resolution Authorizing Amendment #6 to Pac West Professional Services Agreement

Mr. Williamson

10.) **AB08-064** – Ordinance Allowing Recognized Agencies of the Humane Society to Trap Animals

Mayor Botts

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

11.) **Minutes** – Council Workstudy Notes of March 5, 2008 and March 27, 2008

12.) **Claims** – June 5, 2008 No. 31722 through 31786 (void checks 31690, 31725, 31732) in the amount of \$220344.99

EXECUTIVE SESSION: Personnel Matter

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Public Hearing - Resolution No. 08-508, authorizing the Mayor to enter into a Latecomer's Agreement with Black Diamond Development, LLC	Agenda Date: June 5, 2008		AB08-054
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs	X	
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Dan Dal Santo		X
	Economic Devel. – Andy Williamson		
	Police –		
Timeline:	Court – Kaaren Woods		
Cost Impact:			
Fund Source:			
Attachments: Resolution No. 08-508, Agreement, Exhibit's A,B,C,D,E			
SUMMARY STATEMENT: Mr. Combs will address Council on this issue.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 5, 2008			

RESOLUTION NO. 08-508

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO ENTER INTO A
LATECOMERS AGREEMENT WITH BLACK DIAMOND
DEVELOPMENT, LLC

WHEREAS, Black Diamond Development, LLC (the "Developer") has installed, at its own expense, improvements to the City's water system consisting of installation of a 12" waterline in 3rd Avenue (the "Improvements") from the southern boundary of parcel no. 112069095 to the northern boundary of the Diamond Square property, parcel no. 1121069069; and

WHEREAS, pursuant to RCW 35.91.020, the Developer has requested that the City contract with it for reimbursement of a portion of the construction costs of the Improvements from properties that will benefit from the Improvements, to be paid to the City and remitted to the Developer at the time said properties connect to the city's water system; and

WHEREAS, the Council finds that parcels with frontage on 3rd Avenue where the Improvements are located will benefit from the increased fire flow capacity of the 12-inch water line, except for property zoned R-9600; and

WHEREAS, the Council finds that the front footage method as calculated in Exhibit E of the Latecomer's Agreement is a reasonable and fair method of calculating the pro-rata share of the costs of the Improvements; and

WHEREAS, the Council finds that the attached Latecomer's Agreement would benefit the City of Black Diamond and is in compliance with RCW 35.91; now therefore

BE IT RESOLVED that the Mayor is authorized and directed to enter into the Latecomers Agreement attached hereto, and directs that the Agreement be recorded with the King County recorder's office within 30 days from the date of this resolution.

ADOPTED by the City Council at an open public meeting held on the 5th day of June, 2008.

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

After Recording Return To:
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

**WATER SYSTEM IMPROVEMENT COST
REIMBURSEMENT AGREEMENT**

Date & Parties. This Agreement is dated the _____ date of _____, 2008, and is entered into by and between the City of Black Diamond, a Municipal corporation of the State of Washington, hereinafter referred to as the "City," and Black Diamond Development Company, LLC a Washington limited liability company, hereinafter referred to as the "Developer."

GENERAL RECITIALS

- A. The City owns and operates a municipal water system (the "System").
- B. The Developer made certain improvements to the System ("Improvements") in order to provide water service for the Developer's development known as Diamond Square.
- C. The Improvements consist of installation of a 12" waterline in 3rd Avenue from the southern boundary of parcel no. 1121069095 to the northern boundary of the Diamond Square property, parcel no. 1121069069. The location of the Improvements can be identified in Exhibit D attached hereto and by reference incorporated herein.
- D. The Developer, pursuant to RCW 35.91.020, may contract with the City for reimbursement of a portion of the construction costs of the Improvements from Benefited Non-Contributing Properties, as defined below, to be paid to the City and remitted to the Developer at the time said properties connect to the System.

E. The City Council, by Resolution No. _____, has authorized the Mayor to execute this Agreement.

THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties hereby agree as follows:

AGREEMENT

1. Cost of Construction. The cost of construction of the Improvements was Five Hundred Eighty Three Thousand One Hundred Twenty Two and 99/100 Dollars (\$583,122.99), including sales tax ("Cost of Construction"). An itemization of the Cost of Construction is set forth in Exhibit A attached hereto.

2. Benefited Contributing Properties. Those properties legally described in Exhibit B attached hereto, are owned by the Developer and are considered benefited contributing properties ("Benefited Contributing Properties") and thus will not be assessed reimbursement charges pursuant to the terms on this Agreement.

3. Benefited Non-Contributing Properties. The Benefited Non-Contributing Properties that are subject to reimbursement charges under this Agreement are set forth and legally described in Exhibit C attached hereto. A map of the Benefited Contributing Parties and Benefited Non-Contributing Parties is attached hereto as Exhibit D. The Benefited Non-Contributing Properties all have frontage on 3rd Avenue where the Improvements are located, and will benefit from the increased fire flow capacity of the 12-inch water line. Parcel No. 1121069085 is currently zoned R-9600, and shall be exempt from assessment under this Agreement so long as the zoning remains R-9600. The exemption shall be lifted upon any zoning change that increases the density or intensity of allowed uses.

4. Amount of Assessment. The amount of assessment against the Benefited Non-Contributing Properties that tap into or otherwise connect to the System after the date this Agreement is recorded shall be the amount set forth in Exhibit E. The assessment was calculated by multiplying the ratio of each parcel's frontage on 3rd Avenue where the new water line is located to the total length of such frontage of all Benefited Contributing and Noncontributing Properties, by the total Cost of Construction. The calculation of the assessment is also set forth in Exhibit E. The total assessment per foot of front frontage is \$124.14.

5. Administrative Costs. There shall be an administrative fee of twenty percent (20%) of all Assessments collected by the City under this Agreement, charged to the Developer in order to reimburse the City for its costs incurred in processing this Agreement and administering the terms thereof. The administrative fee shall be deducted from Assessments collected by the City prior to remittance to the Developer.

6. Collection and Reimbursement. The City shall collect, prior to allowing any Benefited Non-Contributing Property described in Exhibit C and D to connect to the System after the date of recording of this Agreement, in addition to all other applicable charges, the assessment amount set forth in Exhibit E, and shall remit the assessment amount, less the City's administrative fee, to the Developer or its designated successor within sixty (60) days after the receipt thereof.

7. Termination of the Right to Reimbursement. The Developer's right to collect the sums to become due and owing under the terms of this Agreement shall terminate on the 5th of June, 2018, upon the Developer having been paid Four Hundred Thirty Two Thousand Six Hundred Thirty Three and 42/100 Dollars (\$432,633.42), or upon the City having redesigned and reconstructed a part of the System so that the Improvements constructed by the Developer are rendered useless, whichever shall sooner occur.

8. Recording. The City Clerk shall record this Agreement with the King County Recorder's Office within 30 days from the date of this Agreement and may also record such other notices as are necessary to put owners of the Benefited Non-Contributing Properties on notice as to the assessments referred to herein.

9. Notices.

A. All notices to be sent to the Developer, including amounts collected under this Agreement, shall be sent to the Developer at the following address:

The Developer shall provide the City with current name, address, and telephone number every two years. If the Developer fails to comply with the notification requirements of this section within sixty days of the specified time, and the City is unable to locate the Developer, then the City may retain any reimbursement funds owed to the Developer under this Agreement. Such funds must be deposited in the City's capital fund.

B. All notices to be sent to the City shall be sent to the City at the following address:

Public Works Director
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

10. Covenant Running With the Land. This Agreement shall be binding on the City and the Developer and their respective successors, grantees and assignees and shall also be binding on the owners of the Benefited Non-Contributing Properties, their heirs, successors, grantees and assigns. This Agreement shall constitute a covenant running with all of the Benefited Non-Contributing Properties and the Benefited Contributing Properties; provided, however, that the Developer, upon giving written notice to the City, may assign its rights and delegate its duties under this Agreement to any person. In the event of such assignment, the assignee shall have all of the rights, duties and obligations of the Developer under this Agreement.

11. Severability. If any court or tribunal declares any provision of this Agreement to be invalid, the remaining provisions of this Agreement shall not be affected thereby. This Agreement, or any part hereof, if determined by law to be invalid, shall not waive any rights the Developer has to reimbursement of the costs of construction of the Improvements to the extent provided for in this Agreement.

DATED as of the day and year first above written.

CITY

DEVELOPER:
Black Diamond Development
Company, LLC

By: _____
Howard Botts, Mayor

By: _____
Its: _____

Attest:

Brenda Streepy, City Clerk

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the managing member of Black Diamond Development Company, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

NOTARY PUBLIC
Print Name: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Howard Botts is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the mayor of the City of Black Diamond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

NOTARY PUBLIC

Print Name: _____
My appointment expires: _____

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EXHIBIT A

Itemization of the Cost of Construction

EXHIBIT B

Benefited Contributing Property
Legal Description

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., LYING WEST OF THE WESTERLY RIGHT-OF-WAY MARGIN OF THE BLACK DIAMOND-RENTON ROAD (SR 169); SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION SUBDIVISION;
THENCE NORTH ON THE WEST LINE THEREOF, A DISTANCE OF 341.53 FEET;
THENCE EAST ON A LINE BEING AT RIGHT ANGLES TO SAID WEST LINE, A DISTANCE OF 757.62 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SAID BLACK DIAMOND-RENTON ROAD (SR 169);
THENCE SOUTH 17° 32' 50" EAST ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 358.19 FEET TO THE INTERSECTION OF SAID LINE WITH THE SOUTH LINE OF SAID SECTION SUBDIVISION;
THENCE WEST ON SAID SOUTH LINE A DISTANCE OF 865.61 FEET TO SAID POINT OF BEGINNING.

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

The Property or its address is commonly known as 30711 3RD AVENUE, BLACK DIAMOND, WA 98010. The Property tax Identification number is 112106 9069.

Parcel No. 112106 9008:

- (a). The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 11, Township 21 North, Range 6 east, W.M., in King County, Washington; EXCEPT portion in Primary State Highway No. 5; and
- (b). That portion of the south half (S $\frac{1}{2}$) of Section 11, Township 21 North, Range 6 east, W.M., in King County, Washington, more particularly described as follows: Beginning at a point of intersection of the north line of the southwest quarter of above named Section 11, and the westerly line of Primary State Highway No. 5; thence south 89°54'35" west along said north line of said southwest quarter of Section 11, a distance of 418.35 feet; thence south 17°08' east a distance of 285.67 feet; thence north 72°52' east 400 feet more or less, to the westerly line of said primary State Highway No. 5; thence north 17°08' west along said westerly line of aforesaid Primary State Highway No. 5 to the point of beginning.

This Deed is executed and delivered in compliance with the terms and provisions of a certain Property Settlement Agreement of even date herewith, whereby and wherein the Grantor and Grantee herein, have settled and distributed between themselves all of their property, both real and personal.

Parcel No. 112106 9031:

Beginning at center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, which point is an iron pin in the ground on East side of State Highway No. 169, and described as follows:

Thence South 80°24'00" West, a distance of 53.1 feet, more or less, to Westerly margin of State Highway No. 169, which point is 30 feet from center of said highway, is the Southeast corner of Tract "C" and also the true point of beginning;

Thence South 72°29'30" West, a distance of 400.00 feet, to Southwest corner of said tract;

Thence North 17°30'30" West, a distance of 200.00 feet to the Northwest corner of tract;

Thence North 72°29'30" East, a distance of 400 feet, more or less, to Westerly margin of Highway No. 169, and 30 feet from center of highway;

Thence South 17°30'30" East along the Westerly margin of State Highway No. 169, parallel to and 30 feet from center line for a distance of 200 feet, more or less, to the true point of beginning;

EXCEPT all coal and minerals and the right to explore for and mine the same as excluded in deeds recorded under Auditor's File No.'s 299084, 3337857 and 3852582;

Situate in the City of Black Diamond, County of King, State of Washington.

Parcel No. 112106 9053:

That portion of the South half of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the point of intersection of North line of the Southwest quarter of said Section 11 and the Westerly line of Primary State Highway No. 5;
thence South $89^{\circ}54'35''$ West along said North line 418.38 feet;
thence South $17^{\circ}08'00''$ East, a distance of 285.67 feet to the True Point of Beginning;
thence North $72^{\circ}52'00''$ East 400 feet, more or less, to the Westerly line of said Primary State Highway No. 5;
thence North $17^{\circ}08'00''$ West along said Westerly line of Primary State Highway No. 5, 151 feet to a point which bears South $80^{\circ}24'00''$ West from the center of said Section;
thence South $72^{\circ}52'00''$ West 400 feet more or less to a point North $17^{\circ}08'00''$ West from the True Point of Beginning;
thence South $17^{\circ}08'00''$ East to the True Point of Beginning.

SUBJECT TO:

~~Easement recorded under recording number 5707005.~~

Easement recorded under recording number 1726627.

Easement recorded under recording number 1629726.

Reservation recorded under recording number 299084.

Exceptions and Reservations recorded under recording number 3337857.

Exceptions and Reservations recorded under recording number 3852582.

Parcel No. 112106 9041:

That portion of the South half of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, more particularly described as follows:

Beginning at the point of intersection of the North line of the Southwest quarter of the above-named Section 11 and the Westerly line of Primary State Highway No. 5;
THENCE South $89^{\circ}54'35''$ West along said North Line of said Southwest Quarter of Section 11, a distance of 418.35 feet;
THENCE South $17^{\circ}08'$ East a distance of 285.67 feet to the True Point of Beginning;
THENCE continuing South $17^{\circ}08'$ East a distance of 200 feet;
THENCE North $72^{\circ}52'$ East 400 feet, more or less, to the Westerly line of said Primary State Highway No. 5;
THENCE North $17^{\circ}08'$ West along said Westerly Line 200 feet;
THENCE South $72^{\circ}52'$ West 400 feet, more or less, to the Point of Beginning.

SITUATE in the County of King, State of Washington.

Parcel No. 112106 9032:

That portion of the south half of Section 11, Township 21 North, Range 6 East, W.M., described as follows:

Beginning at a point of intersection of the north line of the southwest quarter of said Section 11 and the westerly line of Primary State Highway No. 5, thence south $17^{\circ}8'$ east along said westerly line 363.12 feet to the true point of beginning; thence continuing south $17^{\circ}8'$ east 120 feet; thence south $72^{\circ}52'$ west 400 feet; thence north $17^{\circ}8'$ west 120 feet; thence north $72^{\circ}52'$ east 400 feet more or less to the true point of beginning. EXCEPT all coal and minerals and the right to explore for and mine the same, as excluded in Deed recorded under Recording No's. 299084 and 3852584.

Parcel No. 112106 9034:

Lot 1 of Black Diamond Short Plat Number 081-2-85, recorded under recording number 8504119001, being a subdivision of that portion of the S. 1/2 of Section 11, Twp. 21 N., Range 6 E. W.M., in King County, Washington, more particularly described as follows:

Beginning at the intersection of the N. line of the S.W. 1/4 of said section with the westerly boundary of primary State Highway No. 5 and running S. 17 degrees 08' E. a distance of 483.122 feet to the point of beginning;

Thence S. 17 degrees 08' East, a distance of 200 feet; thence S. 72 degrees 52' W., a distance of 400 feet; thence N. 17 degrees 08' W., a distance of 200 feet; and thence N. 72 degrees 52' E., a distance of 400 feet to the true point of beginning.

Parcel No. 112106 9095:

Lot 2, Black Diamond Short Plat No. 081-2-95 recorded under King County Recorder's File No. 8504119001, being a subdivision of that portion of the South Half of Section 11, Twp. 21 N. Range 6 E.W.M. more particularly described as follows:

Beginning at the intersection of the North Line of the S.W. 1/4 of said Section 11, with the westerly boundary of primary State Highway 5, and running thence South 17' 08' East a distance of 483.12 feet to the Point of Beginning; Thence South 17' 08' East a distance of 200 feet; Thence South 72' 52' West a distance of 400 feet; Thence North 17' 08' West a distance of 200 feet; Thence North 72' 52' East a distance of 400 feet; to the True Point of Beginning, TOGETHER WITH One 1983 56/14 Liberty Mobile Home attached thereto.

Parcel No. 112106 9050:

THE SOUTH 408.08 FEET OF THE NORTH 795.00 FEET OF THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING BETWEEN PRIMARY STATE HIGHWAY NO. 5, RENTON TO BLACK DIAMOND BRANCH, AS CONVEYED TO KING COUNTY BY KING COUNTY RECORDING NUMBER 1107064 AND BLACK DIAMOND-RAVENSDALE HIGHWAY, KING COUNTY SURVEY NO. 391 AS ESTABLISHED.

Parcel No. 112106 9028:

The South 287 feet of the North 387 feet of that portion of the Southeast quarter of Section 11, Township 21 North, Range 6 East, W.M., lying between Primary State Highway No. 5 and Black Diamond-Ravensdale Highway, County Survey No. 391, in King County, Washington

Parcel No. 112106 9047:

Real property in the County of King, State of Washington, described as follows:

That portion of the West half of the Southeast quarter in Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, lying between Primary State Highway No. 5 and County Road Survey No. 391, as established in King County Superior Court Cause No. 16966 and northerly of a line which is 100 feet South of and parallel with the North line of said Southeast quarter; and the South 254 feet in width of the Southwest quarter of the Northeast quarter of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, lying West of County Road No. 391, as established in King County Superior Court Cause No. 16956 (Ravensdale Road); Except that portion thereof lying within State Highway No. 5; and that portion of the South 254 feet of the Southeast quarter of the Northwest quarter of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, lying East of State Highway No. 5; Except that portion lying northerly of the following described line: Beginning at an iron pin in the center of Section 11; thence North 00°07'54" West along the subdivision line 253.40 feet to the true point of beginning of said line; thence South 76°23'50" West 50.68 feet to the easterly margin of State Highway No. 5.

Tax Parcel Number: 1121069047

Parcel No. 112106 9046:

PARCEL A

The south 854 00 feet of the southwest quarter of the northeast quarter of Section 11, Township 21 north, Range 6 east, W M , in King County, Washington
Lying westerly of the westerly right of way line of Black Diamond-Ravensdale Road (County Road No 391),
EXCEPT the south 254 00 feet thereof

PARCEL B

The west 600.00 feet of the south 330 00 feet of the northwest quarter of the northeast quarter of Section 11, Township 21 north, range 6 east, W M , in King County, Washington

PARCEL C

The west 600 00 feet of the southwest quarter of the northeast quarter of Section 11, Township 21 north, range 6 east, W M , in King County, Washington
EXCEPT the south 854 00 feet thereof.

PARCEL D

That portion of the northwest quarter of Section 11, Township 21 north, Range 6 east, W M , in King County, Washington, described as follows

Beginning at an iron pin in the center of said Section 11,
thence north 0°07'54" west, along the subdivision line of a distance of 253 40 feet to the TRUE POINT OF BEGINNING,
thence south 76°23'50" west for a distance of 50 68 feet to a point which is at right angles to State Highway No 5 centerline, and lies 50 00 feet from said centerline;
thence 17°32'50" west along said state highway right of way, 50 00 feet from center and parallel to centerline for a distance of 30 07 feet,
thence north 76°23'50" east, for a distance of 59.95 feet, more or less, to intersect the north-south subdivision line of said Section 11,
thence south 0°07'54" east, along said north-south subdivision line, for a distance of 30 85 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPT portion lying within said state highway, if any

EXCEPTING from Parcels A, B, C, and D, any Mobile/Manufactured Home(s) located thereon

Parcel No. 112106 9091:

THAT PORTION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS.

BEGINNING AT AN IRON PIN IN THE CENTER OF SAID SECTION 11,

THENCE NORTH 00°07'54" WEST ALONG THE EAST LINE THEREOF 284 25 FEET TO THE TRUE POINT OF BEGINNING,

THENCE NORTH 00°07'54" WEST 343 45 FEET,

THENCE SOUTH 89°52'20" WEST 170 16 FEET TO THE MARGIN OF THE RIGHT-OF-WAY OF STATE HIGHWAY NO. 169,

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO A POINT WHICH BEARS SOUTH 76°23'50" WEST FROM THE TRUE POINT OF BEGINNING,

THENCE NORTH 76°23'50" EAST TO THE TO THE TRUE POINT OF BEGINNING,

EXCEPT THEREFROM THAT PORTION CONTAINED IN THE DEED TO THE STATE OF WASHINGTON RECORDED AUGUST 2, 1936 UNDER RECORDING NO 3006216,

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

Parcel No. 112106 9064:

The land referred to in this commitment is situated in the county of King, state of Washington, and described as follows:

That portion of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, and which point is an iron pin in the ground;
thence north 0°07'40" west along the subdivision line and the center of section, a distance of 627.70 feet, and TRUE POINT OF BEGINNING;
thence south 89°52'20" west a distance of 170.16 feet to right-of-way of State Highway #169, and 50 feet from center when measured at right angles;
thence north 17°32'50" west along right-of-way parallel to center and 50 feet therefrom a distance of 104.81 feet;
thence north 89°52'20" east a distance of 201.69 feet to intersect the north-south center line of said section;
thence south 0°07'40" east along the said center line of Section 11, a distance of 100.00 feet and TRUE POINT OF BEGINNING.

Parcel No. 112106 9065:

THAT PORTION OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6, EAST, W.M., DESCRIBED AS:

BEGINNING AT THE CENTER OF SAID SECTION, WHICH IS AN IRON PIN IN THE GROUND;
THENCE NORTH $00^{\circ}07'40''$ WEST ALONG THE SUBDIVISION LINE AND THE CENTER OF SECTION,
A DISTANCE OF 727.70 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH $89^{\circ}52'20''$ WEST FOR A DISTANCE OF 201.69 FEET TO THE RIGHT-OF-WAY OF
STATE HIGHWAY #169 (BLACK DIAMOND RENTON ROAD) AND 50 FEET FROM CENTER, WHEN
MEASURED AT RIGHT ANGLES;
THENCE NORTH $17^{\circ}32'50''$ WEST, ALONG THE RIGHT-OF-WAY, PARALLEL WITH CENTER AND 50
FEET THERE FROM, A DISTANCE OF 104.81 FEET;
THENCE NORTH $89^{\circ}52'20''$ EAST FOR A DISTANCE OF 233.06 FEET TO INTERSECT THE
NORTH/SOUTH CENTER LINE OF SAID SECTION;
THENCE SOUTH $00^{\circ}07'40''$ EAST, ALONG THE SAID CENTER LINE OF SECTION 11, A DISTANCE OF
100.00 FEET TO THE TRUE POINT OF BEGINNING;

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

Parcel No. 112106 9066:

AN UNDIVIDED ONE HALF INTEREST IN THE FOLLOWING:

A PARCEL OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING
COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT CENTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,
IN KING COUNTY, WASHINGTON, AND WHICH POINT IS AN IRON PIN IN GROUND;
THENCE NORTH $0^{\circ}07'40''$ WEST ALONG SUBDIVISION LINE AND CENTER OF A SECTION,
A DISTANCE OF 827.70 FEET AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH $89^{\circ}52'20''$ WEST FOR A DISTANCE OF 233.06 FEET TO RIGHT OF WAY
OF STATE OF HIGHWAY NUMBER 169 AND 50 FEET FROM CENTER WHEN MEASURED AT
RIGHT ANGLES;
THENCE NORTH $17^{\circ}32'50''$ WEST ALONG THE RIGHT OF WAY, PARALLEL TO CENTER AND
50 FEET THEREFROM, A DISTANCE OF 104.81 FEET;
THENCE NORTH $89^{\circ}52'20''$ EAST FOR A DISTANCE OF 264.43 FEET TO INTERSECT THE
NORTH-SOUTH CENTERLINE OF SAID SECTION;
THENCE SOUTH $0^{\circ}07'40''$ EAST ALONG THE SAID CENTERLINE OF SECTION 11, A
DISTANCE OF 100.00 FEET AND THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel No. 112106 9062:

DESCRIPTION:

That portion of Section 11, Township 21 North, Range 6 East W.M., described as follows:

Beginning at the center of said section, which point is an iron pin on the ground;
thence North $00^{\circ}07'40''$ West along the subdivision line, a distance of 927.70 feet to the true point of beginning;
thence South $89^{\circ}52'20''$ West for a distance of 264.43 feet to right-of-way of State Highway, said point being 50 feet from center of said right-of-way, as measured at right angles;
thence North $17^{\circ}32'50''$ West, a distance of 104.81 feet along highway right-of-way and parallel to said highway center;
thence North $89^{\circ}52'20''$ East, a distance of 295.81 feet to the subdivision line;
thence South $00^{\circ}07'40''$ East, a distance of 100.00 feet and to the true point of beginning;

Situate in the City of Black Diamond, County of King, State of Washington.

Parcel No. 112106 9067:

The South 80 feet as measured along the east line of Parcel C, Parcel C being a parcel in Section 11, Township 21 North, Range 6 East, W.M. in King County, Washington, described as follows:

Beginning at the center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, which point is an iron pin in the ground;
thence north $0^{\circ}07'40''$ west along the subdivision line a distance of 1,927.70 feet and the TRUE POINT OF BEGINNING;
thence south $89^{\circ}52'20''$ west for a distance of 295.81 feet to the right-of-way of State Highway and 50 feet from the center as measured at right angles to said Highway;
thence north $17^{\circ}32'50''$ west along the right-of-way and parallel to said highway a distance of 99.38 feet;
thence north $88^{\circ}57'45''$ east a distance of 325.60 feet to a point on the subdivision line;
thence south $0^{\circ}07'40''$ east, a distance of 100.00 feet and to the TRUE POINT OF BEGINNING.

Parcel No. 112106 9054:

The North 20 feet of Parcel C; PARCEL C: Being a parcel in Section 11, Township 21 North, Range 6, East, W.M., in King County, Washington described as follows: Beginning at the center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, which point is an iron pin in the ground; thence North $0^{\circ}07'40''$ West along the subdivision line a distance of 1027.70 feet and the true point of beginning; thence South $89^{\circ}52'20''$ West for a distance of 295.81 feet to the right of way of State Highway and 50 feet from center as measured at right angles to said Highway; thence North $17^{\circ}32'50''$ West along the right of way and parallel to said Highway a distance of 99.38 feet; thence North $88^{\circ}57'45''$ East a distance of 325.60 feet to a point on the subdivision line; thence South $0^{\circ}07'40''$ East, a distance of 100.00 feet and to the true point of beginning;
TOGETHER WITH ALL OF Parcel D; Parcel D: Being a parcel in Section 11, Township 21 North, Range 6 East, W.M., King County, and described as follows: Beginning at the center of Section 11, Township 21 North, Range 6 East, W.M., which point is an iron pin in the ground; thence North $0^{\circ}07'40''$ West for a distance of 1127.70 feet along the subdivision line to the true point of beginning; thence South $88^{\circ}57'45''$ West for a distance of 325.60 feet to the right-of-way of State Highway and 50 feet from center line when measured at right angles to Highway; thence North $17^{\circ}32'50''$ West along the Highway right of way for a distance of 104.28 feet and 50 feet from said highway centerline; thence North $88^{\circ}57'45''$ East for a distance of 356.82 feet to a point on the subdivision line; thence South $0^{\circ}07'40''$ East for a distance of 100.0 feet and the true point of beginning;
Situate in the Town of Black Diamond, County of King, State of Washington.

Parcel No. 112106 9070:

A parcel in Section 11, Township 21 North, Range 6 EWM, and described as follows: Beginning at the center of Sec. 11, Twp. 21 N, R 6 EWM, which point is marked by an iron stake in the ground; th. N $0^{\circ}07'40''$ W a distance of 1327.70' to an iron pin and the true pt. of beg., which point is on a subdivision line; th. S $89^{\circ}45'57''$ W a distance of 389.71' to the Ely right-of-way line of St. Hwy. No. 5, being 50' from center line of said Hwy; th. S $17^{\circ}32'50''$ E along said Ely right-of-way line a distance of 110.00'; th. N $88^{\circ}57'45''$ E a distance of 356.82' to the above mentioned line; th. N $0^{\circ}07'40''$ W a distance of 100.00' to the true pt. of beginning. SUBJECT to matters of record, if any.

Parcel No. 112106 9052:

The land referred to in this commitment is situated in the county of King, state of Washington, and described as follows:

That portion of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, which point is an iron pin in the ground;
thence north $0^{\circ}07'40''$ west for 1,327.70 feet along the subdivision line to an iron pin of the said subdivision and a 1/16th corner;
thence south $89^{\circ}45'57''$ west along the line for a distance of 200.00 feet, a point on the said subdivision and the TRUE POINT OF BEGINNING;
thence continuing on the same course south $89^{\circ}45'57''$ west for 189.71 feet to a point on the easterly right-of-way of Secondary State Highway Number 169 and 50 feet easterly, as measured at right angles from the center of said Secondary State Highway Number 169;
thence south $17^{\circ}32'50''$ east along the easterly right-of-way of the said Secondary State Highway Number 169, parallel and 50 feet from centerline for a distance of 78.71 feet to a point on the said right-of-way;
thence north $88^{\circ}57'40''$ east of 166.20 feet;
thence north $0^{\circ}07'40''$ west for a distance of 72.81 feet and the TRUE POINT OF BEGINNING.

Parcel No. 112106 9030:

S 5 ACS OF NE 1/4 OF NW 1/4 LY E OF BLACK DIAMOND RD LESS C/M RGTS & LESS N 282.48 FT MEAS ALG E LN

Parcel No. 112106 9060:

THE SOUTH 94.16 FEET OF THE NORTH 282.48 FEET, AS MEASURED ALONG THE EAST LINE OF THE SOUTH 5 ACRES OF THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST W.M., LYING EASTERLY OF PRIMARY STATE HIGHWAY NO. 5;
SITUATE IN THE CITY OF BLACK DIAMOND, COUNTY OF KING, STATE OF WASHINGTON (Parcel No. 112106-9060)

Parcel No. 112106 9085:

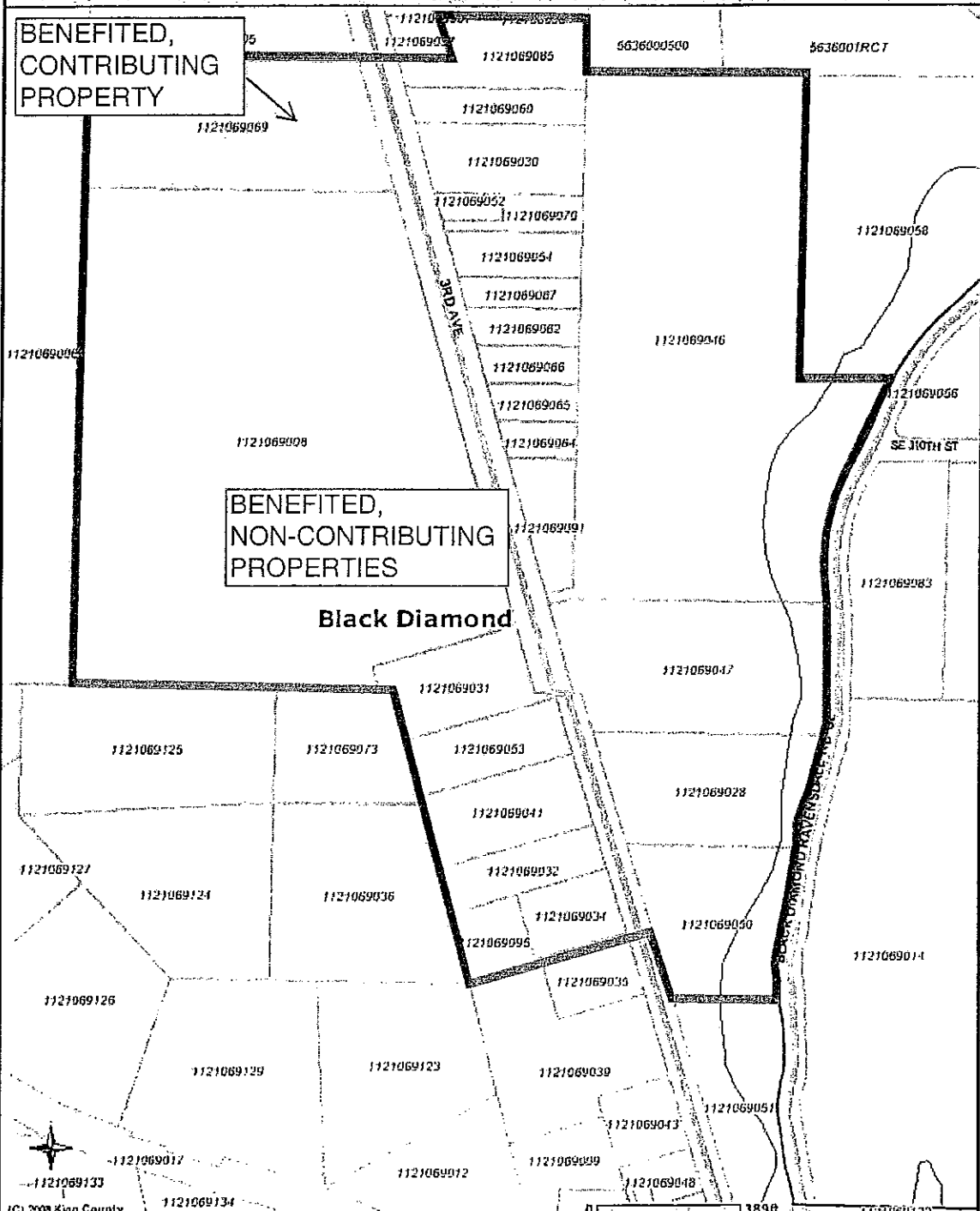
PARCEL A:

THE NORTH 188.32 FEET, AS MEASURED ALONG THE EAST LINE OF THE SOUTH 5 ACRES OF THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EAST OF PRIMARY STATE HIGHWAY NO. 5 EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY WHICH IS HEREBY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST BOUNDARY OF THE ABOVE DESCRIBED PROPERTY 120 FEET; THENCE ON A EASTERLY LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF ALL OF THE ABOVE DESCRIBED PROPERTY 150 FEET, THENCE NORTHERLY IN A LINE PARALLEL WITH THE WEST BOUNDARY LINE 120 FEET; THENCE WEST ALONG THE NORTH BOUNDARY LINE 150 FEET TO THE POINT OF BEGINNING. (Parcel No. 112106 9085)

EXHIBIT D

Diamond Square Latecomer Agreement



(C) 2008 King County
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Date: 4/16/2008 Source: King County IMAP - Property Information (<http://www.metrokc.gov/GIS/IMAP>)



EXHIBIT E

DIAMOND SQUARE LATECOMER AGREEMENT

BASIC PARCEL INFORMATION			CALCULATED BENEFIT		
PARCEL #	Area (SQ FT)	Zoning (per 1981 Zoning Map)	Applicable Front Footage (LF)	% of Front Footage	Calculated Benefit
112106 9069	277,041	Light Industrial / Commercial	341	7.26%	\$42,331.21
112106 9008	1,363,863	Light Industrial / Commercial	1125	23.95%	\$139,655.76
112106 9031	80,150	Community Commercial	212.05	4.51%	\$26,323.56
112106 9053	60,548	Community Commercial	151	3.21%	\$18,744.91
112106 9041	80,150	Community Commercial	200	4.26%	\$24,827.69
112106 9032	47,916	Community Commercial	120	2.55%	\$14,896.61
112106 9034	44,866	Community Commercial	180	3.83%	\$22,344.92
112106 9095	35,000	Community Commercial	20	0.43%	\$2,482.77
112106 9050 **	157,251	Community Commercial	252	5.36%	\$31,282.89
112106 9028	164,221	Community Commercial	302	6.43%	\$37,489.81
112106 9047	242,193	Community Commercial	332	7.07%	\$41,213.97
112106 9046	919,987	High Density Residential	30.07	0.64%	\$3,732.84
112106 9091	43,995	Community Commercial	350	7.45%	\$43,448.46
112106 9064	18,731	Community Commercial	104.81	2.23%	\$13,010.95
112106 9065	21,780	Community Commercial	104.81	2.23%	\$13,010.95
112106 9066	24,829	Community Commercial	104.81	2.23%	\$13,010.95
112106 9062	27,878	Community Commercial	104.81	2.23%	\$13,010.95
112106 9067	24,829	Community Commercial	86	1.83%	\$10,675.91
112106 9054	40,946	Community Commercial	126	2.68%	\$15,641.44
112106 9070	23,900	Community Commercial	31.29	0.67%	\$3,884.29
112106 9052	13,503	Community Commercial	78.71	1.68%	\$9,770.94
112106 9030	71,438	Community Commercial	185	3.94%	\$22,965.61
112106 9060	46,174	Community Commercial	91	1.94%	\$11,296.60
112106 9085	83,328	Low Density Residential	65	1.38%	\$8,069.00
TOTAL	3,914,517		4697.36	100.00%	\$583,122.99

Total Cost Per Front Foot
\$124.14

Fairdig Construction
 PACE Engineers
 Barghausen Consulting Engineers (Staking)

Eligible Costs	
	\$463,248.67
	\$118,078.00
	<u>\$1,796.32</u>
	\$583,122.99

** Note the applicable front footage for parcel 1121069050 is 252 feet. This is not the entire length of the parcel frontage along 3rd Avenue, but rather the footage along the frontage of the new waterline improvements.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-512, authorizing the Mayor to transmit the 2008 Black Diamond Water System Plan to the Washington State Department of Health	Agenda Date: June 5, 2008		AB08-056
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Dan Dal Santo	X	
	Police – Chief Luther		
	Court – Kaaren Woods		
Commander Kiblinger			
Cost Impact: N/A			
Fund Source:			
Timeline:			
Attachments: Resolution No. 08-512, PacWest Staff Report, Water Plan Changes			
<p>The City of Black Diamond's Water System Plan (Plan) provides a long-term planning strategy for the City's water system over the six- and twenty-year planning periods. The objectives of the plan are to evaluate the performance and adequacy of the existing City water system, to determine what will be necessary to meet the infrastructure demands for the next twenty years, and to identify compliance issues that may affect operation of the water system. The Plan was prepared in accordance with the Washington Administrative Code (WAC) 246-290.</p> <p>In June 2007 the Council authorized a contract with PacWest Engineering to prepare the Water System Comprehensive Plan. The comprehensive plan describes the existing water system, identifies deficiencies in the existing system, makes projections on future needs to accommodate growth, and identifies a suggested Capital Improvement Plan to correct deficiencies and provide for future growth.</p> <p>As required by the Washington Administrative Code (WAC), the plans have been reviewed by Tacoma Water, the Covington Water District and Soos Creek as adjoining purveyors. The City's Public Works/Streets Committee has reviewed the plan on several occasions and the plan was made available to council members for review preceding and following a May 1, 2008, study session. The plan now needs to be transmitted to the Department of Health.</p> <p>A staff report summarizing the changes and the altered pages since the study session are attached.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: The plan has been reviewed by the Public Works/Streets Committee, which recommends submittal to the Department of Health.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-512, authorizing the Mayor to transit 2008 Water System Plan to the Department of Health.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 5, 2008			

RESOLUTION NO. 08-512

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO SUBMIT THE 2008
WATER SYSTEM COMPREHENSIVE PLAN TO THE
WASHINGTON STATE DEPARTMENT OF HEALTH**

WHEREAS, the City of Black Diamond owns and operates a public water supply system; and

WHEREAS, the City is required by Chapter 70.119A of the Revised Code of Washington and Chapter 246-290 of the Washington Administrative Code to prepare a water system plan and to submit that plan to the Department of Health for approval; and

WHEREAS, the City contracted with PacWest Engineering for the development of an updated water system comprehensive plan and review of that plan by adjoining purveyors; and

WHEREAS, the draft plan reflects the City's planning policies as contained in the 1996 Comprehensive Plan and the draft currently under revision; and

WHEREAS, the Mayor desires the concurrence of the City Council in the policy statements set forth in the plan prior to submitting to the Department of Health for review; and

WHEREAS, final adoption of the 2008 City of Black Diamond Water System Comprehensive Plan will be scheduled for a Council meeting succeeding Department of Health approval;

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

Section 1. The City Council of the City of Black Diamond, Washington, does hereby authorize the Mayor to transmit the draft 2008 Water System Comprehensive Plan to the Department of Health.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF JUNE, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

City of Black Diamond Council Staff Report Water System Plan Update

Council Meeting - Thursday, June 5, 2008

Leonard L. Smith, PE/PLS – PacWest Engineering, City Engineer

BACKGROUND

PacWest Engineering updated the Water System Plan in accordance with comments received from the City of Black Diamond, Tacoma Water, Covington Water, and King County. This plan was resubmitted to the City in April 2008. Council members received an e-mail on April 30th from Gwendolyn Voelpel which included a copy of the table of contents, the executive summary, and key pages (policies and improvement projects) for your review. A copy of the entire water system plan was also available on CD if interested. Approval of the Water System Plan and the authorization to forward the plan to the Department of Health is an agenda item on June 5, 2008.

The Public Works Council Committee of Geoff Bowie and Kristine Hanson had additional comments, and a meeting was convened with City staff, Councilmembers Bowie and Hanson, and PacWest Engineering on May 14th.

WATER SYSTEM PLAN MODIFICATIONS

The following items were modified as a result of the May 14th meeting:

1. **Executive Summary:** The plan stated that the moratorium will be lifted in “early 2008”. This was updated to “late 2008”.
2. **Future Service Area Boundary:** The boundary of the “future service area” was originally established during a meeting between PacWest Engineering, City staff, Councilmember Bowie, and former Councilmember Sorci during the fall of 2007. As a result of discussions held on May 14th, this boundary was revised to better reflect the areas that the City anticipated to be developed and to be served by City water in the future.
3. **System Policies:** System policies were modified as follows:
 - a. **Oversizing Policy:** Language was updated to clarify the reference was to future development.
 - b. **Extension Policy:** Language “It is recommended that the City establish a formal policy regarding extensions to the Water System.” was revised to read “It is recommended that the City establish a formal policy regarding extensions to the Water System within the future service area.”
 - c. **Additional System Policies:** Language “Track the total water hook-ups to the water system...” was revised to read “Track the total water connections (and ERUs) to the water system...”.



4. **System Standards:** Standards were modified as follows:
 - a. **Valve and Hydrant Spacing:** Requirement for hydrant spacing was updated from a spacing every 600' to every 500' in conformance with the recent Public Works standards. This also affected the spacing on dead end streets which was updated from 300' to 250'.
 - b. **Sampling Stations:** Language was modified from "One water sampling station shall be provided for developments in size of five to ten lots." To "One water sampling station shall be provided for developments of five or more lots."

5. **Response to Review Comments:** In the section discussing the classification of the City's source of supply as a spring field, the reference to the Department of Ecology was corrected to the Department of Health.



EXECUTIVE SUMMARY

This City of Black Diamond Water System Plan provides a long-term planning document for the City of Black Diamond's water system. It evaluates the system over a twenty-year planning horizon, and develops a list of recommended project improvements with a six-year financing plan. This plan has been prepared in accordance with Department of Health requirements as outlined in the Washington Administrative Code Chapter 246-290.

The Black Diamond water system is primarily served by the Black Diamond Spring Field, located approximately two miles southeast of the City. Water from the Black Diamond Spring Field is pumped to a 4.3 MG Reservoir by an electric pump station located on the north side of the river. An additional source of water for the City is a recent intertie with the City of Tacoma Second Supply Pipe Line (SSPL).

The City has two reservoirs which serve the City of Black Diamond. The City's distribution system currently operates with three pressure zones – the upper pressure zone at a pressure head of approximately 965 feet, the middle pressure zone at a pressure head of approximately 850 feet, and the lower pressure zone at a pressure head of approximately 750 feet. The system operates with high pressures, so there are individual pressure-reducing valves (PRV's) on all service connections throughout the city. The transmission and distribution system for the City consists of 108,000 lineal feet of pipe ranging from less than 2-inches to 20-inches.

The City of Black Diamond currently serves 846 connections, over 94% of which are single-family residences. The City has been under a development moratorium for several years which is expected to be removed in late 2008. The City is anticipating that several large master-planned communities will submit development applications in the near future. The City is preparing to experience substantial growth. The City's water system is expected to expand from serving 1,130 Equivalent Residential Unit's (ERU's) in 2007 to serving over 9,300 ERU's in 2027.

A complete hydraulic analysis of the system has been conducted and numerous projects are recommended to improve the system. Projects selected for the program are: 1) Growth related projects associated with extensions to the existing system in order to serve proposed new development; 2) Growth related projects associated with upsizing and improving portions of the existing system that will not be able to adequately serve the system with the anticipated growth; 3) System improvements to address existing system deficiencies such as inability to meet minimum fire flow requirements; 4) Projects to replace small-lines that are 4-inches and smaller; and 5) Projects to replace waterlines constructed of Asbestos Cement material.

A six-year funding program has been developed using three funding sources: 1) Projects to be funded outright by development as extensions to the system; 2) Projects to be funded by connection charges to the existing system to address growth-related deficiencies; and 3) Projects to be funded by customer rates to address existing system deficiencies.

The City of Black Diamond is committed to providing its customers with a safe and reliable source of drinking water. The City is anticipating substantial growth in population over the twenty-year planning period and this plan provides a means for ensuring that the City water system is able to accommodate current and future customers.

Meters

There are currently 846 metered service connections within the City of Black Diamond. 792 (over 93%) of these connections are for single family residences. The remaining meters are for public buildings and facilities, multi-family residences, a mobile home park, and commercial businesses.

TELEMETRY & CONTROL SYSTEM

A telemetry and supervisory control system collects information and can efficiently control a water system by automatically optimizing facility operations. The telemetry and control system is capable of providing alarm notifications in the event of equipment failure, reservoir overflow, or other emergency situations. The City of Black Diamond has a telemetry and control system that was put into operation in 2006. The operation of the telemetry system is controlled on-site at the 4.3 MG Reservoir.

TREATMENT FACILITIES

The Black Diamond water system is currently disinfected via a hypochloride chlorination system at the North Bank Pump Station. Corrosion treatment is provided at the pump station located at the 4.3 MG reservoir site.

EXISTING SERVICE AREA & CHARACTERISTICS**WATER SERVICE AREA**

The boundaries of the Black Diamond Water System's retail and future service areas are depicted in *Figure 2.7, Water Service Area*.

Retail Service Area

The Municipal Water Supply – Efficiency Requirements Act, Chapter 5, Laws of 2003 (Municipal Water Law), amended the State Board of Health Code (RCW 43.20) to require that municipal water suppliers provide water service to all new retail customers within a retail service area under certain conditions. A retail service area is the area within which water is or will be sold directly to the ultimate consumers.

According to the Municipal Water Law, a municipal water supplier has a duty to serve new water service within the identified retail service area if the utility meets the criteria listed below. Black Diamond meets these criteria and thus has a duty to serve within the retail service area.

- Can provide water service in a timely and reasonable manner;
- Has sufficient water rights, or uses water from a source that has a water right;
- Has sufficient capacity to serve the water in a safe and reliable manner as determined by the Department of Health; and
- Is consistent with the requirements of any comprehensive plans or development regulations adopted under RCW 36.70A or any other applicable adopted comprehensive plans, land use plans, or development regulations.

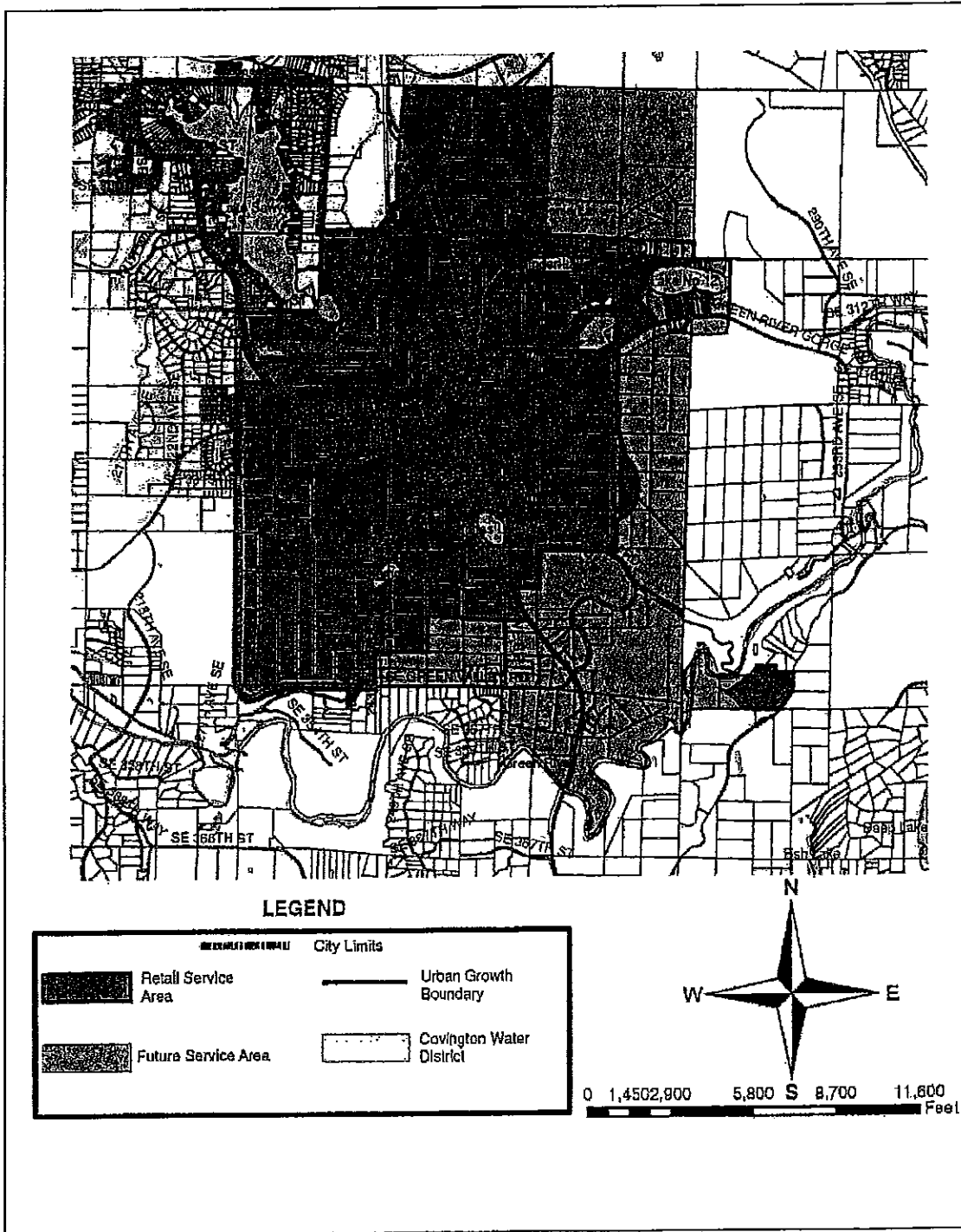


Figure 2.7, Water Service Area

February 1989 and the highest recorded temperature was 102° F in August 1981 and May 1983.

Prevailing wind direction is from the south to the southwest during the rainy season and from the west or northwest in summer. Average wind velocity is less than 10 mph.

Mining Activity

Abandoned coal mines underlie at least 50,000 acres in western and central Washington. Many of the abandoned, underground mines present in the Black Diamond area have been documented by the State. Applicants for building permits in abandoned coal mine areas are required to demonstrate the safety of the proposed project. Mitigation of a mine may be required, and a horizontal buffer of 500 feet from the vertical projection of the mine is required, regardless of depth, unless otherwise recommended by a geotechnical report by a professional engineer with expertise in geotechnical engineering. High hazard areas are typically those areas underlain by mine workings shallower than 200 feet or fifteen times the knees of the coal seam for gently dipping seams. Moderate hazard areas are areas where more workings are deeper than 200 feet or deeper than fifteen times the knees of the seam or workings for gently dipping seams. The study by professional engineers should detail the presence of surface openings, potential sinkholes, depth of working, and a detailed examination of historic mine maps and records.

Environmentally Sensitive Areas

The Black Diamond Municipal Code Chapter 19.12 establishes regulations for development in environmentally sensitive areas. These regulations were developed in order to prevent action undertaken by any person or entity resulting in a substantial environmental alteration. Specific information on the location and extent of sensitive areas within the City can be obtained from the City while sensitive area information for other areas is available from King County. Any development should be coordinated with the City's Wellhead Protection Map.

Environmentally sensitive areas include wetlands, fish and wildlife habitat conservation areas and geologically hazardous areas. Geologically hazardous areas include areas that are not suitable to development due to their susceptibility to erosion, sliding, earthquake or other geological events. A geotechnical report prepared by a licensed professional engineer is required prior to any development in these areas.

Fish and wildlife conservation areas within the City include Rock Creek and Ginder Creek corridors, open water ponds, lakes and riparian forests. Geologically hazardous areas include steep slopes (greater than 25%) and past coal mine working areas. Development around wetland areas requires buffer zones in order to reduce or mitigate any adverse impact. Permitted activities within the buffer zones include passive recreation, parks, pedestrian and bicycle trails and road and utility facilities when necessary.

ZONING & LAND USE

Land use and zoning play an important role in determining growth patterns, and therefore future water requirements. Future land use, variations in use, and changing population densities, as determined by applicable zoning ordinances, can significantly impact the City of Black Diamond's ability to provide adequate water service.

Figure 2.8, City of Black Diamond Draft Land Use is the proposed land use for the City as included in the City of Black Diamond Draft Comprehensive Plan. This figure shows designated land use within incorporated Black Diamond and the portions of unincorporated King County that are within the City's water service area. Current land uses are primarily residential uses, with some light industrial and commercial areas.

Figure 2.9, Unincorporated King County Land Use includes the designated land uses for the area of unincorporated King County within the Black Diamond water service area. **Figure 2.10, King County Zoning** includes the zoning designations as defined by King County.

FUTURE SERVICE AREA

The City of Black Diamond's future service area has been modified from the previous future water service area as identified in the South King County Coordinated Water System Plan (SKCCWSP). The SKCCWSP established future water service areas for the utilities that are included in the plan. A service area agreement was prepared by the South King County Water Utilities Coordinating Committee (SKCWUCC) and agreed to by the participating utilities. A copy of the "Interlocal Agreement for Establishing Water Utility Service Area Boundaries as Identified by the South King County Coordinated Water System Plan" has been included in **Appendix J – SKC-CWSP Service Area Agreement**.

The City of Black Diamond has proposed a modified boundary of their Future Service Area. This boundary is more representative of geographic conditions and more accurately reflects where development may occur. The adjustment of this boundary will not affect adjacent purveyors, with the exception of the small portion along the City's western boundary which has been previously discussed in this plan. The City of Black Diamond is committed to working with King County on a future update of the South King County Coordinated Water System Plan to ensure that this updated boundary is reflected properly.

In general, the future service area for Black Diamond expands the service area to the east and to the south which are unincorporated, rural areas. If development were to occur, the City of Black Diamond would likely be the provider of service in this area. It is unforeseeable that development of the future service area will occur within the near future; however, the City of Black Diamond recognizes its obligation to consider extension of service to any developing parcel requiring water

<p>Satellite management of other water systems is limited at this time due to current levels of staffing but could be accomplished depending on the timing and size of proposed development. The City proposes to consider requests for service on a case-by-case basis, reserving the right for either system extension or satellite management.</p>	<p>Comprehensive Water System Plan, 2000</p>
<p align="center">DESIGN AND PERFORMANCE STANDARDS POLICY</p>	
<p>The City Water Ordinance (Black Diamond Municipal Code, Chapter 13.04) specifies regulations concerning service connections, metering and billing.</p>	<p>City of Black Diamond Municipal Code</p>
<p>The City Water Ordinance is found in the Black Diamond Municipal Code, Chapter 13.04. The City Water Ordinance specifies regulations concerning service connections, metering and billing. In addition, the City has developed draft Development Guidelines and Public Works Standards. These standards provide requirements for developers performing work within public right-of-ways or publicly owned easements.</p>	<p>Comprehensive Water System Plan, 2000</p>
<p>Upgrade existing deficiencies in water service (including fire flow) (Policy CF-3)</p>	<p>Comprehensive Plan, 1996</p>
<p align="center">SURCHARGE FOR OUTSIDE CUSTOMERS POLICY</p>	
<p>The minimum monthly water rates for all users outside the city limits shall be charged one hundred percent (or twice) the rate charged to users inside the city limits. In addition, in the event of a shortage of water, all water users within the city limits shall have a first priority over users outside the city limits.</p>	<p>City Municipal Code Section 13.04.280</p>
<p>Requests for service to areas outside the City limits and established potential annexation areas will be considered on a case by case basis. In general, it is the goal of the City to annex those areas to which public services are to be extended. However, this may not always be practical or possible, and in some instances an annexation, or other interlocal agreement may be required in order to serve these properties as development requires.</p>	<p>Comprehensive Water System Plan, 2000</p>
<p>It is recommended that the City establish a special rate structure for customers served by extensions to the system. The rates should be structured to cover operation and maintenance costs, as well as long term replacement costs for extensions to the system. It is recommended that the rate structure be tiered based on the geographic location in relation to the core system.</p>	
<p align="center">FORMATION OF LOCAL IMPROVEMENT DISTRICTS OUTSIDE LEGAL BOUNDARIES POLICY</p>	
<p>It is the City's policy to only allow formation of Local Improvement Districts outside of its legal boundaries to relieve health hazard conditions.</p>	<p>Water System Plan</p>

UGA POLICY	
Design new development to allow for efficient and economical provision of water services; and require new development to pay its fair share of the cost of providing service. <i>(Policy OF-4)</i>	Comprehensive Plan, 1996
LATE-COMER AGREEMENTS POLICY	
The City of Black Diamond has drafted a late-comer agreement policy for adoption by the City Council.	
OVERSIZING POLICY	
Ensure that the water service necessary to support future development will be adequate to serve development at the time the development is available for occupancy and use.	Water System Plan
Maintain an updated Water Plan which is coordinated with the Land Use Plan so that new development is located where sufficient system capacity exists or can be logically extended. <i>(Policy OF-6)</i>	Comprehensive Plan, 1996
CROSS-CONNECTION CONTROL PROGRAM POLICY	
No service connection shall be allowed from the city mains to any premises supplied by water from any other source, unless special permission is given by the water superintendent, which special permission may be terminated at any time if in the judgment of the water superintendent, the public interest so requires.	City Municipal Code Section 13.04.090
No cross-connection shall be made or maintained between any city service connection and pipe supplying water from any other source, unless the water supplied from the other source, by tests of the State Board of Health, is shown to conform to the United States Bacteriological Standard for drinking water. The tests must be made by a professional tester and submitted to the city at least once a month.	City Municipal Code Section 13.04.090
EXTENSION POLICY	
Where property is located within the city's water service area and within the city limits, and where there is no existing water main laid, or where the capacity of existing water mains is not sufficient to meet the demands of new construction, the installation and cost of a water main extension to service such property previously unserved shall be the responsibility of the applicant. The applicant shall enter into a developers' extension agreement with the city prior to water system plan extension approval.	City Municipal Code Section 13.04.040
The City currently has a moratorium (Ordinance 700) on restricting the creation of new lots within the City. Although this limits the number of water connections that are expected in the short term, it is considered temporary and is not considered in the Plans projections. The moratorium is in place to give the City the opportunity to evaluate and update its development regulations. It was established in response to large scale development proposals.	Comprehensive Water System Plan, 2000

<p>It is recommended that the City establish a formal policy regarding extensions to the Water System within the future service area. This policy should cover a special rate structure for customers served by extensions to the system. The rates should be structured to cover operation and maintenance costs, as well as long term replacement costs for extensions to the system. It is recommended that the rate structure be tiered based on the geographic location in relation to the core system.</p>	
<p>ADDITIONAL SYSTEM POLICIES</p>	
<p>Establish a reserve fund and pursue outside funding services to finance needed improvements to the water system. <i>(Policy CF-1)</i></p>	<p>Comprehensive Plan 1996</p>
<p>Ensure coordination between the City and adjacent Water Districts and municipal owned systems. <i>(Policy CF-7)</i></p>	<p>Comprehensive Plan 1996</p>
<p>Encourage conservation efforts to address the need for adequate supply of water resources, and to protect natural resources. Efforts should include, but are not limited to public education, water reuse and reclamation, use of native and/or drought resistant landscaping, low flow shower heads, conservation credits, and energy in new and existing buildings. <i>(Policy CF-9)</i></p>	<p>Comprehensive Plan 1996</p>
<p>Reduce unaccounted for water loss. <i>(Policy CF-10)</i></p>	<p>Comprehensive Plan 1996</p>
<p>Track the total water connections (and ERU's) to the water system, as a means to monitor available water capacity. Initiate a certificate of water availability requirement for proposed development. <i>(Policy CF-11)</i></p>	<p>Comprehensive Plan 1996</p>
<p>Service area exchanges with neighboring purveyors may be required from time to time in order to best serve individual properties. Such exchanges will be considered on a case by case basis and interlocal service area exchange agreements will be required.</p>	<p>Comprehensive Water System Plan 2000</p>

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Fire hydrants are generally required approximately every 500 feet in residential area, and every 300 feet in commercial areas. However fire hydrants shall be furnished and installed at all locations as specifically mandated by the local fire marshal and/or per City Building Code.	BD/PW Standards
Fire hydrants on dead end streets and roads shall be located within approximately 250 feet from the frontage center of the farthest lot.	BD/PW Standards
BACKUP POWER REQUIREMENTS	
All source and booster pumping facilities required for primary supply in an emergency shall be equipped with auxiliary power.	SKG-CWSP Design Standards
ADDITIONAL POLICIES	
Water mains shall be extended to the far property line(s) of the property being served.	BD/PW Standards
Off-site extensions may be required to hydraulically loop existing and new systems.	BD/PW Standards
Dead end lines are not permitted except where the Developer can demonstrate to the City's satisfaction that it would be impractical to extend the line at a future date. Water mains on platted cul-de-sacs shall extend to the plat line beyond the cul-de-sac to neighboring property for a convenient future connection, and extended off-site to create a hydraulic loop, fire hydrants will be installed at or on the termination point.	BD/PW Standards
All new construction shall comply with the "Accepted procedure and practice in Cross Connection Control Manual" as published by the Pacific Northwest Section of the American Water Works Association, 1996, Sixth Edition, and current amendments thereto. A copy of such is available for review at the City office.	BD/PW Standards
One water sampling station shall be provided for developments of five or more lots. The water sampling shall be furnished and installed at a location determined by the City. One additional sampling station shall be provided for each additional 50 lots or portion thereof.	BD/PW Standards
Pressure in the distribution system should not exceed 100 psi, unless the design engineer can justify the need for the excessive pressure (reduce pumping costs, fire flow reliability, etc.), and verify that the pipe material is appropriate for this use.	DOH Design Manual
WATER QUALITY PARAMETERS	
Water quality must be proved to conform to Washington State's water quality provisions contained in WAC Chapter 246-290.	WAC
"...Black Diamond is responsible for the provision of any additional contact time required for, and regulatory reporting of disinfection compliance under WAC 246-290-692."	Wholesale Water Agreement (Tacoma / Black Diamond)

WATER QUALITY ANALYSIS

WATER QUALITY STANDARDS

The City of Black Diamond is required to conform to numerous Department of Health Water Quality Standards as outlined in WAC 246-290. These requirements are applicable to all sources of supply.

As the demand for additional water grows, the use of the Tacoma Intertie will increase. Currently this source is only used on occasion to ensure that water is not stagnated in the line. The City may wish to conduct sampling to ensure that taste/flavor issues are not introduced into the City's water system as a result of source mixing.

Coliform Bacteria

"Coliform bacteria are a large group of bacteria that occur throughout the environment. They are used as an indicator organism to indicate the potential for disease-causing bacteria to be present in water. In other words, if coliform bacteria are present, it is presumed that a contamination pathway exists between the bacteria source and the water supply and disease-causing bacteria may use this pathway to enter the water supply.

Most coliform bacteria do not cause disease, but the greater their number the greater the likelihood that disease-causing bacteria may be present. Since coliform bacteria stay in water longer than most disease-causing organisms, the absence of coliform bacteria leads to the assumption that the water supply is microbiologically safe to drink. Consuming water with coliform bacteria present may cause gastrointestinal illnesses, fever, and other flu-like symptoms. Therefore, the drinking water standard requires that no coliform bacteria be present in public drinking water supplies."⁸

Table 4.2, Microbiological Contaminants includes common microbiological contaminants that are required to be monitored for drinking water quality standards in Washington State.

Table 4.2, Microbiological Contaminants

CONTAMINANT	MCL (mg/L)
Total Coliform Bacteria	1 positive monthly sample
Fecal coliform and <i>E. coli</i>	0
Total organic carbon (ppm)	1
Turbidity (NTU)	1

Inorganic Chemicals (IOC's)

Inorganic chemicals are usually substances of mineral origin. Salt, minerals, and metals are examples of typical inorganic chemicals. The inorganic contaminants listed in **Table 4.3, Inorganic Contaminants** are common inorganic contaminants in

⁸ Excerpted from DOH Publication #331-262, "Water Sampling: What We Test For and Why"

- *Comment noted. No action required. Plan is consistent.*
- Reasonable time frames for proposed new sources of supply – NA
 - *Comment noted. No action required. N/A*
- Adequate storage – OK for now, and projected need for more storage with development within six years. Seems like the new storage tank analyzed as part of the next six years needs to be better addressed at CIP.
 - *Comment noted. No action required. Detailed analysis of additional storage will take place at time of development.*
- Distribution problems (pressure, leaks) – no ability to analyze based on lack of production data.
 - *Comment noted. No action required. Lack of information is discussed on page 3-4.*
- Metering problems and data – why is the number for 2006 production in table 3.5 different than table 3.6, 2006, production data?
 - *The information contained in these tables are from different time periods. Table 3.5 is June 06 to May 07. Table 3.6 is Jan to Dec. 2006*

Water rights

- Claims, certificates, permits – Ensure from Ecology the 8 cfs, 551 af/year right is proper interpretation. As Ecology for change decision from early 1990's.
 - *A copy of the acknowledgement of the classification of the City's supply as a Springfield rather than as a series of springs has been included in Appendix A.*
- Primary vs. supplemental – does not appear so
 - *Comment noted. No action required.*
- Instream flow constraints – yes for WRIA 9 (perhaps link to discussion on page 2-12), seems that if spring #4 is thought of as a potential source of water a water right application should be filed with Ecology. Same idea for referenced ground water on the Black Diamond Associates property.
 - *The Department of Health has classified the City's source of supply as the Black Diamond Springfield, rather than as a series of springs. Springfield Collection Area #4 is a component of the Springfield system and does not require a separate water right application. There are no potential sources of additional supply proposed over the twenty year planning horizon other than what is currently available and covered with existing water rights.*
- Sufficient to meet supply needs
 - *Yes. Water rights are sufficient to meet needs. No action required.*
- DOE opinion/comments on water rights assessment – not yet
 - *Comment noted. No action required. Plan had not been submitted to DOE yet.*
- ID any potential issues with place/purpose of use – none know, however existence of other class a and class b public water systems in the future service are (or retail if they are the same) should be mentioned.
 - *A reference to other class A or class B public water systems has been added to Chapter 2 of the plan.*
- Tribal issues – none stated or known.
 - *Comment noted. No action required.*

Conservation

- Documented conservation measures and consistency w/DOH guidance – Conservation program is consistent with DOH and does not meet countywide policy CO-6 or recently

promulgated water use efficiency rule, or the South King County CWSP goals. The Conservation Program section on page 5-2 says the goal is to reduce per capita consumption and that is great. However, there is no discussion of what the goal is or how it will be accomplished. We recommend Black Diamond document a numeric goal for efficiency of water use for both supply and demand sectors as required by DOH rules.

- *Specific, measurable goals for water conservation have been included in the projected water demands included in Chapter 3.*
- It also does not appear future demand projections (see table 3.9 on page 3-6) was reduced in any way from the effects of conservation.
 - *Future demand projections have been updated to reflect conservation efforts.*
- No source metering for many years. King County assumes that problem has been corrected? Appears that gallons per day per ERU is going up (approximately 10 percent increase from 2002 – 2003) is there any reason why?
 - *The City is pursuing correction to the source metering problems. The consumption per ERU does appear to be increasing, however there is such a lack of accurate consumption and production data that it is assumed that this is incorrect.*
- Aggressive pursuit (per KC Comp Plan) – no reliable information to demonstrate aggressive pursuit of conservation therefore not done. Has Black Diamond been aggressive in pursuit of conservation of water? If yes, please provide data to demonstrate.
 - *Black Diamond has actively been pursuing conservation; however it is difficult to provide measurable data due to the inaccuracies in the production/consumption data. Language has been added to the plan recommending that the City become more aggressive in their pursuit of conservation.*
- Rate structure (RCW 43.20.235): block rates, subsidies. Unknown, but appears to be flat rate. How is Black Diamond complying with RCW 43.20.235?
 - *The City of Black Diamond is currently conducting a water rate study. The current rate structure is a flat rate and has not been updated in quite a few years. The City is evaluating several alternatives for rate adoption that encourage conservation.*
- Cost-effective evaluation; measures not implemented (per Section 5(2) MWL) – no evaluation,
 - *A detailed evaluation of the cost-effectiveness of the City's conservation program has not been included in the plan. Costs of the program will be taken into consideration when completing the current water rate study.*
- Plans for WUE DOH rule compliance- nothing in WSP, please address DOH requirements in recently adopted rule.
 - *A discussion of the City's Water Use Efficiency Program has been added to Chapter 5 of the plan.*
- Leakage rate and plans – no data for many years therefore no ability to assess.
 - *Comment noted. No action required. There is not sufficient information to address in plan.*

Reclaimed Water

- Identification of opportunities for reclaimed water (per MWL) – no, but Black Diamond is below threshold for reporting under ch. 90.46 RCW.
 - *Comment noted. No action required. Below threshold.*
- Specific applications (golf courses, athletic fields) – unknown, is there any opportunity?

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-513 authorizing execution of amendment #5 to the Professional Services Agreement with PacWest Engineering for stormwater utility development and comprehensive planning Cost Impact: \$145,390 Fund Source: DOE Grant (\$75,000) and wastewater interfund loan Timeline: Est. completion December 2008	Agenda Date: June 5, 2008		AB08-057
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Dan Dal Santo	X	
	Police – Chief Luther		
	Court – Kaaren Woods		
Commander Kiblinger			
Attachments: Resolution No. 08-513; PacWest Proposal, Amendment #5			
<p>The City of Black Diamond has retained the services of PacWest Engineering for various high-level engineering services, including development of the 2008 stormwater management program to accompany the National Pollutant Discharge Elimination System (NPDES) annual report. The City currently has a need for additional services to meet the Department of Ecology's requirements for the NPDES Phase II permit. Required components of the program are: public education and outreach; public involvement and participation; illicit discharge detection and elimination; controlling runoff from new development and redevelopment; and pollution prevention and operation and maintenance for municipal operations. This resolution would authorize PacWest Engineering's development of the requested stormwater management plan to include the formation of a stormwater utility and establishment of stormwater utility rates and impact fees, as well as comprehensive stormwater planning services.</p>			
<p>COMMITTEE REVIEW AND RECOMMENDATION: Members of the Surface Water Committee of the Council have reviewed the proposed scope of work and recommended it be brought forward to Council for consideration.</p>			
<p>RECOMMENDED ACTION: Motion to adopt Resolution No. 08-513, authorizing execution of amendment #5 to professional services agreement with PacWest Engineering for stormwater utility development and comprehensive planning.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 5, 2008			

RESOLUTION NO. 08-513

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #5 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN PACWEST ENGINEERING AND THE CITY OF BLACK DIAMOND

WHEREAS, the City of Black Diamond's National Pollutant Discharge and Elimination System permit requires the adoption of a stormwater management plan; and

WHEREAS, the Stormwater Management Plan must include five elements: public education and outreach; public involvement and participation; illicit discharge detection and elimination; controlling runoff from new development and redevelopment; and pollution prevention and maintenance and operations for municipal operations; and

WHEREAS, the City adopted the 2008 Stormwater Management Plan at its May 15, 2008, meeting to include the required elements; and

WHEREAS, the City desires to retain the services of a consultant skilled in engineering services including stormwater utility planning and development; and

WHEREAS, the proposed scope of work includes storm system inventory and basin identification, modeling of existing conditions and future growth conditions, identification of system deficiencies and capital program development, and development of an operations and maintenance program, illicit discharge detection and elimination program, public education and outreach program, and low impact development guidelines, as well as stormwater rate and impact fee analysis; and

WHEREAS, the City of Black Diamond has an ongoing contractual relationship with PacWest Engineering to provide engineering services as authorized in Resolution 07-453; and

WHEREAS, PacWest is qualified, willing and able to perform the above-mentioned services; now therefore:

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

Section 1. The Mayor is authorized to execute amendment #5 to the professional services agreement with PacWest Engineering for stormwater utility development and comprehensive planning as contained 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 5TH DAY OF JUNE,
2008.**

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk



Black Diamond Stormwater Utility Development and Comprehensive Planning Scope of Work

May 20, 2008

PacWest Engineering is pleased to submit this revised proposal to provide Civil Engineering services for a stormwater utility development and comprehensive stormwater planning for the City of Black Diamond. This proposal has been developed based on our conversations with City staff, as well as our professional recommendations for your community.

It is understood that the City of Black Diamond is operating under a NPDES Phase II permit. One of the requirements of this permit is that the City of Black Diamond implement a Stormwater Management Program. Required components of this program, per the permit, are:

- 1) Public Education and Outreach
- 2) Public Involvement and Participation
- 3) Illicit Discharge Detection and Elimination
- 4) Controlling Runoff from New Development, Redevelopment, and Construction Sites
- 5) Pollution Prevention and Operation and Maintenance for Municipal Operations

PacWest Engineering has proposed the following scope of services for the preparation of a Stormwater Comprehensive Plan which addresses these topics to assist the City of Black Diamond with compliance of their NPDES Phase II requirements. The proposed scope of services includes the formation of a stormwater utility and establishment of stormwater utility rates and impact fees, as well as the comprehensive stormwater planning services.

SCOPE OF SERVICES

Task 1 - Project Management and Coordination

PacWest Engineering will provide general project management and coordination required to provide utility development and comprehensive planning services that meet applicable regulations and serve the needs of the City. This task includes such items as coordination with City staff and internal team communications.

Task 2 – Formation of Stormwater Utility

PacWest Engineering advises that a stormwater utility fund be established concurrent with approval of the scope of work outlined in this proposal. Creation of the utility should be completed immediately so that all work completed under this scope of work is eligible for reimbursement from this fund. PacWest Engineering will coordinate with City staff for preparation of the required ordinance by the City attorney. PacWest Engineering will be available to present this issue to the City Council for approval.

Task 3 – Stormwater Comprehensive Plan

PacWest Engineering will develop a stormwater comprehensive plan for the City of Black Diamond. The following are included in the scope of services to be provided for completion of this task:

Storm System Inventory & Basin Identification

PacWest Engineering will conduct a field survey of all stormwater facilities within the City. It is understood that the information collected will include the physical location (and invert elevations) of all stormwater facilities such as catch basins, manholes, and ponds, as well as size, type, and location of conveyance pipes. It is assumed that this information will be available in a digital mapping format providing horizontal and vertical data including pipe invert elevations. Additionally, LIDAR contour information will be associated with the stormwater facilities to assist in identifying drainage basin boundaries. Utilization of accurate system information is essential in order to ensure accurate hydraulic modeling.

Stormwater Model of Existing Conditions

PacWest Engineering will conduct a hydrologic and hydraulic analysis of the existing conditions of the City of Black Diamond stormwater system. This effort will evaluate the hydraulic capacity of the current system and identify any capacity constraints.

Stormwater Model of Future Growth Conditions

It is understood that the City of Black Diamond has been operating with a moratorium on development for several years and it is anticipated that this moratorium will be lifted soon. Furthermore, there are several large-scale master planned communities that are anticipated to be built in Black Diamond over the upcoming years. The City anticipates that the population of Black Diamond will be about 20,000 people within twenty years.

PacWest Engineering will conduct a hydrologic and hydraulic analysis of future growth conditions of the City of Black Diamond stormwater system. Growth projections utilized for future conditions will be consistent with the best available data and consistent with established land use plans.

Identification of System Deficiencies and Recommendation of Capital Improvements

PacWest Engineering will evaluate the results of the hydrologic and hydraulic analyses for both the present and future conditions and will identify existing deficiencies in the stormwater system. We will provide recommended capital improvements to address the existing and future system deficiencies. We will also provide recommendations for accommodating future stormwater quantity and quality requirements, including the use of regional ponds.

Operations and Maintenance Program

PacWest Engineering will develop a stormwater operations and maintenance program for the City of Black Diamond in compliance with NPDES Phase II Permit requirements. The operations and maintenance program will include recommended maintenance standards as well as outline inspection requirements.

Illicit Discharge Detection and Elimination Program

PacWest Engineering will identify issues and recommend strategies for the City to detect and address non-stormwater discharges, spills, illicit connections, and illegal dumping into the City's stormwater system. PacWest Engineering will review the City's current ordinances and provide recommended modifications as may be appropriate.

Public Education and Outreach Program

The Stormwater Comprehensive Plan will include recommendations for the City of Black Diamond to implement in order to educate the public on the City's stormwater management policies. The plan will also include recommendations for advisory committees and other opportunities for ongoing public involvement.

Low Impact Development Guidelines

PacWest Engineering will also develop recommended Low Impact Development guidelines as a component of the Stormwater Comprehensive Plan.

PacWest Engineering will work with City staff to guide the Stormwater Comprehensive Plan through the adoption process by City Council. The scope of services for this task includes two Council Utility Committee meetings and two full Council meetings.

Task 4 – Stormwater Rates and Utility Fees

PacWest Engineering will develop planning level project costs for the recommended capital improvement projects. PacWest Engineering will conduct a stormwater utility rate and impact fee analysis to establish a financial plan for the City to complete the recommended stormwater capital improvements, as well as administrative, operational, and maintenance expenses. This establishment of a stormwater utility rate will require development of a billing database, including the filed collection of impervious areas for properties with four-plexes or larger. The scope of services for this task includes participation by PacWest Engineering at one Council Utility Committee meeting and one full Council meeting.

PROFESSIONAL STAFF

The following professionals will be the primary individuals responsible for the completion of this work for the City of Black Diamond. They will be supported by a team of engineering and surveying technicians.

Leonard L. Smith, PE/PLS will serve as the Principal in Charge and Project Manager for the Stormwater Management Program for the City of Black Diamond. He will oversee the preparation of all technical work and will participate in all meetings and presentations to the City of Black Diamond and the Council. Mr. Smith will serve as the primary point of contact for the City.

Christine J. Smith, PE will serve as the lead in the analysis and recommendations for the stormwater utility rates. She will also serve as the primary author of the Stormwater Comprehensive Plan.

L. Brandon Smith, PE will provide the lead in the technical analyses and recommendations for the Stormwater Comprehensive Plan.

Larry Onorati, PE will assist in the technical analyses and recommendations for the Stormwater Comprehensive Plan.

Matthew Ruetters, PLS will provide the lead in the oversight of the field collection and mapping efforts.

Toby Mollet, LSIT will assist in the field collection oversight and mapping efforts.

BUDGET

PacWest Engineering proposes to complete the work as outlined in this proposal on an hourly basis, not to exceed \$145,390 as detailed on the attached spreadsheet.

It is understood that the City of Black Diamond has a \$75,000 grant from the Department of Ecology to assist the City in implementing the required steps to be in conformance with NPDES Phase II Permit requirements. Recognizing the impacts that this work may have on the City of Black Diamond's budget, PacWest Engineering is willing to enter into a phased payment schedule with the City of Black Diamond for all work not covered by the DOE grant. We would be happy to sit down and mutually agree on the terms and conditions of such a payment schedule if the City desires to pursue such an agreement.

SCHEDULE

With the upcoming removal of the development moratorium and the impending requirements of the NPDES Phase II Permit, PacWest Engineering recognizes that the City desires to have this work completed as soon as possible. In order to provide completed products to the City as quickly as possible, PacWest Engineering proposes to provide products to the City for subsequent adoption by the milestone dates listed below. These dates assume receipt of authorization to proceed by June 6, 2008.

Formation of Stormwater Utility

By July 1, 2008

Stormwater Comprehensive Plan

By November 1, 2008

Stormwater Rates and Utility Fees

By December 1, 2008 for January implementation

Thank you for the opportunity to submit this proposal to the City of Black Diamond. We have appreciated our previous opportunities to work with the City and look forward to helping to provide guidance to the City in preparation of significant growth.

Sincerely,



Leonard L. Smith, PE/PLS
President, PacWest Engineering

**City of Black Diamond Stormwater Utility Development and Comprehensive Planning
Professional Services Budget**

	Hourly Rate:										Subtotal	Administrative Expenses	Reimbursable Expenses	Total	
	\$135	\$125	\$135	\$125	\$125	\$125	\$85	\$85	\$110	\$75					\$130
1a: Project Management and Coordination	90	0	0	0	0	0	0	0	0	0	0	90	\$ 610	\$ 100	\$ 12,860
Subtotal (Task 1)	90	0	0	0	0	0	0	0	0	0	0	90	\$ 610	\$ 100	\$ 12,860
2a: Formation of Stormwater Utility	2	4	0	0	0	0	0	0	0	0	0	6	\$ 770	\$ 40	\$ 810
Subtotal (Task 2)	2	4	0	0	0	0	0	0	0	0	0	6	\$ 770	\$ 40	\$ 810
3a: Storm System Inventory and Basin Identification	18	4	16	12	0	36	0	30	100	140	356	\$ 37,930	\$ 1,900	\$ 50	\$ 39,880
3b: Stormwater Model of Existing Conditions	4	12	30	54	84	0	0	0	0	0	164	\$ 18,280	\$ 910	\$ 200	\$ 19,390
3c: Stormwater Model of Future Growth Conditions	4	12	20	16	32	0	0	0	0	0	84	\$ 9,460	\$ 470	\$ 200	\$ 10,130
3d: Identification of Deficiencies and Recommended Improvements	16	16	20	40	64	24	0	0	0	0	180	\$ 18,860	\$ 940	\$ 200	\$ 20,000
3e: Operation and Maintenance Program	16	16	0	20	0	0	0	0	0	0	52	\$ 6,660	\$ 330	\$ 50	\$ 7,040
3f: Illicit Discharge Detection and Elimination Program	8	16	16	0	0	0	0	0	0	0	40	\$ 5,240	\$ 260	\$ 50	\$ 5,550
3g: Public Education and Outreach	16	20	0	0	0	0	0	0	0	0	36	\$ 4,660	\$ 230	\$ 200	\$ 5,090
3h: Low Impact Development Guidelines	12	12	36	0	0	24	0	0	0	0	84	\$ 9,540	\$ 480	\$ 100	\$ 10,120
Subtotal (Task 3)	84	108	138	142	160	84	0	30	100	140	996	\$ 110,630	\$ 5,520	\$ 1,050	\$ 117,200
4a: Stormwater Rate and Utility Fee Analysis	12	40	8	0	0	0	0	8	0	40	108	\$ 13,780	\$ 690	\$ 50	\$ 14,520
Subtotal (Task 4)	12	40	8	0	0	0	0	8	0	40	108	\$ 13,780	\$ 890	\$ 50	\$ 14,520
TOTAL HOURS	198	152	146	142	160	84	0	38	100	180	1200				
TOTAL COST	\$26,730	\$18,006	\$19,710	\$17,760	\$13,600	\$ 5,460	\$ 4,180	\$ 7,600	\$23,400			\$ 137,330	\$ 6,860	\$ 1,200	\$ 145,390

*Note: Each submittal will consist of up to five hard-copies and one digital Adobe copy. Additional hard-copies can be provided at cost if requested by the City.
 *Note: Council and/or public meetings in excess of those outlined in the proposal can be provided at additional cost if requested by the City.
 *Note: Administrative Expenses are calculated at 5% of the budget and include costs for Administrative staff, miscellaneous photocopies, telephone charges, printing, etc.

**Amendment #5 to Professional Services Agreement Between
PacWest Engineering and the City of Black Diamond**

This Professional Services Agreement Amendment is dated June 5, 2008, and is entered into, by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Dan Dal Santo, Utilities Superintendent
Phone: 360-886-2560 Fax : 360-886-2592

and

PacWest Engineering ("Consultant")
5009 Pacific Highway E., Suite 9-0
Fife, WA 98424
Contact: Leonard Smith, PE/PLS
Phone: 253-926-3400 Fax: 253-926-3402

This amendment authorizes PacWest to provide stormwater utility development and comprehensive stormwater planning for the City of Black Diamond to include:

- Storm system inventory and basin identification;
- Modeling of existing conditions and future growth conditions;
- Identification of system deficiencies and capital program development;
- Development of an operations and maintenance program, illicit discharge detection and elimination program, public education and outreach program, and low impact development guidelines; and
- Stormwater rate and impact fee analysis.

Budget not to exceed \$145,390 with December 1, 2008 completion date.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____
Howard Botts
Its: Mayor

By: _____
Printed Name: _____
Its: _____

Date: _____

Date: _____

Attest:

By:

Brenda L. Streepy
City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-514, adopting a General Fee Schedule	Agenda Date: June 5, 2008		AB08-058
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy	X	
	Finance – May Miller		
	Public Works – Dan Dal Santo		
	Economic Devel. – Andy Williamson		
		Police – Jamey Kiblinger	
Cost Impact: Fund Source: Timeline:	Court – Kaaren Woods		
Attachments: Resolution No. 08-514, Current Fee Schedule, Revised Fee Schedule			
SUMMARY STATEMENT: On April 21, 2005 the City adopted Ordinance No. 05-782 establishing a Traffic Safety School. Currently the fee for Traffic Safety School is \$150. In order to keep up with the costs associated with running Traffic School the fee needs to be increased from \$150 to \$200. Adoption of this resolution will amend the City’s General Fee Schedule to reflect this amount. Additional changes include provision for the newly created position of Hearing Examiner and addition of deposit for one land use action – annexation, which was inadvertently overlooked in the previous fee schedule update.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-514, adopting a General Fee Schedule for the City.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 5, 2008			

RESOLUTION NO. 08-514

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ADOPTING A GENERAL SERVICES FEE SCHEDULE AND INCLUDING A PORTION OF TITLE 27, KING COUNTY DEVELOPMENT PERMIT FEES FOR CLEARING AND GRADING APPLICATIONS

WHEREAS, the City charges for certain services provided by the City; and

WHEREAS, the Fee Schedule authorized in Black Diamond Municipal Code Section 2.62.010 requires amendment from time to time in order to reflect the reasonable costs for said services; and

WHEREAS, the Fee Schedule needs to be amended to reflect a new Traffic Safety School fee of \$200;

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

Section 1. The Fee Schedule attached hereto as Exhibit "A" and by reference incorporated herein is hereby adopted as the official Fee Schedule for the City of Black Diamond.

Section 2. The City hereby adopts those portions of Title 27, King County Development Permit Fees relating to fees for clearing and grading applications. A copy of Title 27 is attached hereto as Exhibit "B", a copy of which has been on file at the City during the time that the Council has considered adoption of this Resolution.

Section 3. The Staff is directed to charge said fees for the services listed in the Fee Schedule.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF JUNE, 2008.

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

2008 FEE SCHEDULE
Adopted 03-06-08

POLICE	DESCRIPTION	FEE
Animal License		By King County Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Fingerprinting (FBI Fee)	For original permits only	\$19.25
Electronic Monitoring	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Charge	Current IRS Rate
	within 20 mile radius	\$25.00
Deposit		\$350.00
Hook Up Fee	One Time Charge	Current IRS Rate
	outside 20 mile radius	
Concealed Weapons Permit	See Fingerprint fees above	
Original	Original Permit, see above	\$55.25
Renewal	Valid Permit Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service	\$0.505/Per Mile as of 01/01/08	Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense request on Muni Court cases	
	others:	\$0.25
Civil Service Testing	Per Applicant	Contract w/Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Booking Processing Fee	Per booking	Contract Rate
Police Reports	Per Case Reports	\$0.25 per page
Photographs		
Copies	each	\$0.25
Originals	each	\$8.00
Video Tape Reproduction	each	\$50.00
CD Reproduction	each	\$10.00
Audio Tape Reproduction	each	\$10.00
Expurgements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50
STREETS	DESCRIPTION	FEE

2008 FEE SCHEDULE
Adopted 03-06-08

FRANCHISE		
Right of Way Use Permit	Incl. 2 Inspect. & 1/2 hr. City Review	\$250.00
Franchise Extra Inspection	1 hour minimum	\$95.00/hour
Franchise Extra City Staff Review	1 hour minimum	\$50.00/hour
Street Cleaning		Cost, plus 20%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
NON-FRANCHISE		
Right of Way Use Permit	Incls. permit, inspect., review	\$500.00
Street Cleaning		Cost, plus 20%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
Public Works Variance	Application and Review Fee	\$1,000.00
	Professional Services	Actual costs + 20%
Street Signs Charge	Sign Purchase	Actual costs plus 20%
	Installation	Hourly Rates
Street, Alley, City Property	Application Fees	\$750.00
Vacations	Deposit	\$1,000.00
Unauthorized connection	No meter present or bypassing	\$1,200.00
Meter Testing charge		Costs plus actual staff time
Customer Requested Turn Off	After Business Hours	2 Hour Minimum
WATER SERVICE CHARGES		
DROP IN METER CHARGES		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	Meter cost, plus 20%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs ALL costs, plus deposit Per BDMC 13.04.050	Deposit \$1,000.00
Installation Re-Inspection Fees		Hourly rates, 30 min. minimum
Connection Fee		Per BDMC 13.04.280
Door Hanger Charge, Warning		\$10.00
Door Hanger w/Shut Off		\$20.00
Unpaid Account Reconnect		
Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr. minimum
	Holidays	Double time, 2hr. minimum
Capital Surcharge	Per month, per unit	\$2.30
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connection Fee, Rental Rate	Deposit \$1,000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00

2008 FEE SCHEDULE
Adopted 03-06-08

Water Investigation Certificates		
	Residential	\$100.00
	Multi Family, Commercial	\$200.00
	Industrial, Public Use	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Cost plus 20%
VARIOUS SEWER CHARGES		
Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates		
	Residential	\$100.00
	Multi-Family, Commercial, Industrial, Public Use	\$200.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00
Side Sewer Re-inspection Fees		Hourly rate, 30 min. minimum
ALL UTILITY EMERGENCY CALL OUT CHARGES		
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 20%
CEMETERY	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00
Saturday Service - Burial	11 a.m. to 1 p.m.	\$1,000.00
Saturday Service - Cremation	11 a.m. to 1 p.m.	\$250.00
Liner		Actual Cost plus 20%
Liner Setting Fee		\$250.00
Vault		Actual Cost plus 20%

2008 FEE SCHEDULE
Adopted 03-06-08

Vault Setting Fee		\$250.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	.15 per square inch
Exhumation		Lesser of \$5,000.00 or Actual Contract Cost
PLANNING, LAND USE	DESCRIPTION	FEE
Preliminary Long Plat Review	Permit Fee	\$2,000.00
	Per Lot Charge	\$100.00
	Deposit	10,000.00
Final Long Plat	Permit Fee	\$1,500.00
Five Lots plus	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Short Plat	Permit Fee	\$750.00
Four Lots or less	Per Lot Charge	\$100.00
	Deposit	\$1,500.00
Long Plat Extensions	1 Year Extensions	\$1,000.00
	Deposit	\$1,500.00
Lot Line Adjustments	Residential	\$300.00
	Others	\$600.00
	Deposit	\$1,000.00
Mobile Home Park Application	Permit Fee	\$5,000.00
	Per Lot Charge	\$50.00
	Deposit	\$2,500.00
Master Plan Application	Permit Fee	\$7,500.00
	Per Lot Charge	\$60.00
	Deposit	Determined by City Administrator
Annexation Filing Fee	Less than 50% developed	\$1,000.00
	More Than 50% developed	None
Conditional Use/Special Use Permit	DEPOSIT	\$100.00
	Permit Fee	\$800.00
	Deposit	\$1,000.00
Accessory Dwelling Unit	Permit Fee	\$500.00
	Deposit	\$1,000.00
Variance	Single Family	\$300.00
	Others	\$600.00
	Deposit	\$1,000.00
Plat Inspections	Construction	Actual Staff Hours
	Deposit	\$5,000.00
Shoreline Exemption Determination	Permit Fee	\$100.00

2008 FEE SCHEDULE
Adopted 03-06-08

Shorelines Substantial	Permit Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Variance	Permit Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Conditional Use	Permit Fee	\$500.00
	Deposit	\$1,000.00
Site Plan Review	Residential	\$1,000.00
	Deposit	\$2,000.00
	Commercial	\$1,500.00
	Deposit	\$3,500.00
Comprehensive Plan Amendment Request	Fee	\$1,000.00
	Deposit	\$3,500.00
Rezone Application	Permit Fee	\$1,200.00
	Deposit	\$3,500.00
Temporary Watchmans Quarters	1st Six Months	\$275.00
	Seven to Twelve Months	\$525.00
	Thirteen to Eighteen Months	\$1,050.00
	Doubling in succeeding 6 month	\$2,100.00 and up
SEPA Checklist	Checklist w/planning permit	\$400.00
	Checklist w/o planning permit	\$500.00
	Deposit	\$1,000.00
SEPA Appeals		\$300.00
Appeal on Land Use	Appeal Fee	\$500.00
Environmental Impact Statem.	City Review Time Charged	Consultant + 20%
	Deposit	\$75,000.00
Temporary Use Permit	Residential-Permit for first 6 months	\$150.00
	1 six month extention (not to exceed 12 total months)	\$240.00
	All Others-Permit for first 6 months	\$300.00
	1 six month extention (not to exceed 12 total months)	\$400.00
TDR Application		\$250.00
Each TDR Development Credit		\$50.00
U.L.I.D. or L.I.D.	City Costs	Actual costs plus 20%
Mobile Homes Landing	Landing Permit	Refer to 18.56.030d in Muni code
Livability Inspection	Deposit	\$100.00
	First Hour on site	\$50.00

2008 FEE SCHEDULE
Adopted 03-06-08

	Each Hour Thereafter	\$30.00
CITY STAFF FEES	DESCRIPTION	FEE PER HOUR
City Administrator	Per Hour	\$75.00
City Clerk	Per Hour	\$60.00
Finance Director	Per Hour	\$60.00
Community Devel. Director	Per Hour	\$60.00
Economic Devel. Director	Per Hour	\$60.00
Building Official-Compliance	Per Hour	Per Contract + 20%
Public Works Representative	Per Hour	\$50.00
Construction Inspection	Per Hour	\$95.00
Police Chief	Per Hour	\$75.00
Police Officer w/vehicle	Per Hour	\$75.00
Police Officer w/o vehicle	Per Hour	\$55.00
City Planner	Per Hour	\$45.00
Clerical Staff	Per Hour	\$25.00
City Engineer		Per Contract + 20%
City Attorney		Per Contract + 20%
Landscape Architect		Per Contract + 20%
Consultant Planner		Per Contract + 20%
Other Consult. or Contractors		Per Contract + 20%
Contract Administration		Per Contract + 20%

BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits

Deposits that are listed on the General Fee Schedule are required to be paid in addition to the Permit Fees at the time of application.

The deposit is used to cover actual staff cost, engineering, and /or other professional consultant costs plus 20%

Deposits and costs will be tracked on a monthly basis. If the costs exceed the deposit, an additional deposit invoice will be sent in writing. If the additional deposit is not paid within 30 days, the city may discontinue review or work on the project or deem the project incomplete.

At the end of the project, the city will invoice in writing any final costs over the deposits, or refund any remaining balance to the person who made the deposit. Final invoices are due within 30 days.

BUILDING DEPARTMENT	DESCRIPTION	FEE
Building Permits		\$ Based on Currently Adopted
Plan Check Fees		Uniform Building Code, Uniform
Plumbing & Mechanical Fees		Plumbing Code and
Others		Uniform Mechanical Code
		and Uniform Fire Code
BUILDING APPLICATION FEES		
New Single Family Res. Review	Deposit	\$400.00
Building- addition, repair, alteration	including decks & out-bldgs	\$120.00
Demo - SFR, out-building etc.		Permit Fee 120.00 + 1,000.00 Dep.
Relocation Permit	incl mfg home	\$200.00
Fire Sprinkler/Alarm System		\$120.00
Driveway (stand alone)	expansion & new	\$200.00
Spa & Hot Tubs		\$60.00
Swimming Pool		\$250.00
Commercial Bldg.	Deposit	Plan Check Fee

2008 FEE SCHEDULE
Adopted 03-06-08

Residential LPG Tanks	Base Fee	\$120.00
	Tank Under 125 gallons, add.	\$45.00
	126 to 500 gallons, additional	\$70.00
	501 gallons and up, additional	\$95.00
	Each 500 gallons additional	\$120.00
BUSINESS LICENSE		
	DESCRIPTION	FEE
Empolyess 0-50		Initial Fee \$70 Renewal \$60
Employees 51-100		Initial Fee \$130 Renewal \$120
Employees 101 or more		Initial Fee \$210 Renewal \$200
Duplicate Business License		\$10.00
Penalty, Late Payment	1- 30 Days	\$10.00
	31-60 Days	\$20.00
	61-90 Days	\$30.00
SPECIAL LICENSES		
	DESCRIPTION	FEE
Carnivals, circus and shows	Per Event	\$50.00
Cabaret	Per Event	\$75.00
	Per Year	\$150.00
Solicitors and Mobile Vendors	Per Day	\$15.00
	Per Month	\$50.00
	Per Year	\$150.00
Amusement Devices	Per Machine, per year	\$25.00
Adult Entertainment License	Per Establishment	\$1,000.00
	Operator License	\$100.00
	Employees License	\$50.00
Pawnbrokers	Yearly License	\$100.00
Firearms Dealers License	Federal Firearms License, yearly	\$250.00
Outdoor Advertising		See Sign Ordinance
Temp. Fireworks Stand	Permit	\$100.00
	Removal Bond	\$750.00
MISC. FEES/PLAN COPIES		
	DESCRIPTION	FEE
Photocopying	Per Page	\$0.25
Duplication Audio TapesCD's	Per TapeCD	\$10.00
Notary Public Work		\$10.00
Return Check Fee		\$35.00
Computer Printout List	Set Up Fee	\$25.00
	1st 100 pages of Printout	\$0.20
	All Additional Pages	\$0.20

2008 FEE SCHEDULE
Adopted 03-06-08

City of Black Diamond Maps		\$5.00
Black Diamond Zoning Map		\$10.00
Zoning Ordinance		\$50.00
Comprehensive Plan		\$85.00
Water Comp. Plan		\$80.00
Sewer Comp. Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00
Stormwater Ordinance		\$25.00
BD Design Standards+Guidlines		\$50.00
- Each Section		\$10.00
TYPE OF SIGN	DESCRIPTION	FEE
Wall Sign, non electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$100.00, \$150.00, \$200.00
Wall Sign, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$120.00, \$170.00, \$220.00
Ground, nonelectric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$140.00, \$190.00, \$240.00
Ground, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$160.00, \$210.00, \$260.00
All signs less than 25 sq feet		\$90.00
Change of sign, all sizes		\$90.00
Variance application		Per Fee Schedule
Sign Permit Review	Per Hour	\$47.00
CLEARING AND GRADING	DESCRIPTION	FEE
Clearing and Grading Fees	Per King County Chapter 27 Clearing and Grading Fees	King County Fees + 20% or Professional Service Fees + 20%

Revised
2008 FEE SCHEDULE

POLICE	DESCRIPTION	FEE
Animal License		By King County Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Fingerprinting (FBI Fee)	For original permits only	\$19.25
Electronic Monitoring	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Charge within 20 mile radius	Current IRS Rate \$25.00
Deposit		\$350.00
Hook Up Fee	One Time Charge outside 20 mile radius	Current IRS Rate
Concealed Weapons Permit	See Fingerprint fees above	
Original	Original Permit, see above	\$55.25
Renewal	Valid Permit Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service	\$0.505/Per Mile as of 01/01/08	Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense request on Muni Court cases others:	\$0.25
Civil Service Testing	Per Applicant	Contract w/Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Traffic Safety School		\$200.00
Booking Processing Fee	Per booking	Contract Rate
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Originals	each	\$8.00
Video Tape Reproduction	each	\$50.00
CD Reproduction	each	\$10.00
Audio Tape Reproduction	each	\$10.00
Expurgements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50

**Revised
2008 FEE SCHEDULE**

STREETS	DESCRIPTION	FEE
FRANCHISE		
Right of Way Use Permit	Incl. 2 Inspect. & 1/2 hr. City Review	\$250.00
Franchise Extra Inspection	1 hour minimum	\$95.00/hour
Franchise Extra City Staff Review	1 hour minimum	\$50.00/hour
Street Cleaning		Cost, plus 20%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
NON-FRANCHISE		
Right of Way Use Permit	Incls. permit, inspect., review	\$500.00
Street Cleaning		Cost, plus 20%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
Public Works Variance	Application and Review Fee	\$1,000.00
	Professional Services	Actual costs + 20%
Street Signs Charge	Sign Purchase	Actual costs plus 20%
	Installation	Hourly Rates
Street, Alley, City Property Vacations	Application Fees	\$750.00
	Deposit	\$1,000.00
Unauthorized connection	No meter present or bypassing	\$1,200.00
Meter Testing charge		Costs plus actual staff time
Customer Requested Turn Off	After Business Hours	2 Hour Minimum
WATER SERVICE CHARGES		
DROP IN METER CHARGES		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	Meter cost, plus 20%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs ALL costs, plus deposit Per BDMC 13.04.050	Deposit \$1,000.00
Installation Re-Inspection Fees		Hourly rates, 30 min. minimum
Connection Fee		Per BDMC 13.04.280
Door Hanger Charge, Warning		\$10.00
Door Hanger w/Shut Off		\$20.00
Unpaid Account Reconnect Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr. minimum
	Holidays	Double time, 2hr. minimum
Capital Surcharge	Per month, per unit	\$2.30
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connection Fee, Rental Rate	Deposit \$1,000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00

**Revised
2008 FEE SCHEDULE**

Water Investigation Certificates		
	Residential	\$100.00
	Multi Family, Commercial	\$200.00
	Industrial, Public Use	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Cost plus 20%
<u>VARIOUS SEWER CHARGES</u>		
Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates		
	Residential	\$100.00
	Multi-Family, Commercial, Industrial, Public Use	\$200.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00
Side Sewer Re-inspection Fees		Hourly rate, 30 min. minimum
<u>ALL UTILITY EMERGENCY CALL OUT CHARGES</u>		
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 20%
CEMETERY	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00
Saturday Service - Burial	11 a.m. to 1 p.m.	\$1,000.00
Saturday Service - Cremation	11 a.m. to 1 p.m.	\$250.00
Liner		Actual Cost plus 20%
Liner Setting Fee		\$250.00
Vault		Actual Cost plus 20%

**Revised
2008 FEE SCHEDULE**

Vault Setting Fee		\$250.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	.15 per square inch
Exhumation		Lesser of \$5,000.00 or Actual Contract Cost
PLANNING, LAND USE	DESCRIPTION	FEE
Preliminary Long Plat Review	Permit Fee	\$2,000.00
	Per Lot Charge	\$100.00
	Deposit	10,000.00
Final Long Plat Five Lots plus	Permit Fee	\$1,500.00
	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Short Plat Four Lots or less	Permit Fee	\$750.00
	Per Lot Charge	\$100.00
	Deposit	\$1,500.00
Long Plat Extensions	1 Year Extensions	\$1,000.00
	Deposit	\$1,500.00
Lot Line Adjustments	Residential	\$300.00
	Others	\$600.00
	Deposit	\$1,000.00
Mobile Home Park Application	Permit Fee	\$5,000.00
	Per Lot Charge	\$50.00
	Deposit	\$2,500.00
Master Plan Application	Permit Fee	\$7,500.00
	Per Lot Charge	\$60.00
	Deposit	Determined by City Administrator
Annexation	Deposit	\$10,000.00
Annexation Filing Fee	Less than 50% developed	\$1,000.00
	More Than 50% developed	None
Conditional Use/Special Use Permit	Permit Fee	\$800.00
	Deposit	\$1,000.00
Accessory Dwelling Unit	Permit Fee	\$500.00
	Deposit	\$1,000.00
Variance	Single Family	\$300.00
	Others	\$600.00
	Deposit	\$1,000.00
Plat Inspections	Construction	Actual Staff Hours
	Deposit	\$5,000.00
Shoreline Exemption Determination	Permit Fee	\$100.00
Shorelines Substantial	Permit Fee	\$500.00

**Revised
2008 FEE SCHEDULE**

	Deposit	\$1,000.00
Shorelines Variance	Permit Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Conditional Use	Permit Fee	\$500.00
	Deposit	\$1,000.00
Site Plan Review	Residential	\$1,000.00
	Deposit	\$2,000.00
	Commercial	\$1,500.00
	Deposit	\$3,500.00
Comprehensive Plan Amendment Request	Fee	\$1,000.00
	Deposit	\$3,500.00
Rezone Application	Permit Fee	\$1,200.00
	Deposit	\$3,500.00
Temporary Watchmans Quarters	1st Six Months	\$275.00
	Seven to Twelve Months	\$525.00
	Thirteen to Eighteen Months	\$1,050.00
	Doubling in succeeding 6 month	\$2,100.00 and up
SEPA Checklist	Checklist w/planning permit	\$400.00
	Checklist w/o planning permit	\$500.00
	Deposit	\$1,000.00
SEPA Appeals		\$300.00
Appeal on Land Use	Appeal Fee	\$500.00
Environmental Impact Statem.	City Review Time Charged	Consultant + 20%
	Deposit	\$75,000.00
Temporary Use Permit	Residential-Permit for first 6 months	\$150.00
	1 six month extention (not to exceed 12 total months)	\$240.00
	All Others-Permit for first 6 months	\$300.00
	1 six month extention (not to exceed 12 total months)	\$400.00
TDR Application		\$250.00
Each TDR Development Credit		\$50.00
U.L.I.D. or L.I.D.	City Costs	Actual costs plus 20%
Mobile Homes Landing	Landing Permit	Refer to 18.56.030d in Muni code
Livability Inspection	Deposit	\$100.00
	First Hour on site	\$50.00
	Each Hour Thereafter	\$30.00

**Revised
2008 FEE SCHEDULE**

CITY STAFF FEES	DESCRIPTION	FEE PER HOUR
City Administrator	Per Hour	\$75.00
City Clerk	Per Hour	\$60.00
Finance Director	Per Hour	\$60.00
Community Devel. Director	Per Hour	\$60.00
Economic Devel. Director	Per Hour	\$60.00
Building Official-Compliance	Per Hour	Per Contract + 20%
Public Works Representative	Per Hour	\$50.00
Construction Inspection	Per Hour	\$95.00
Police Chief	Per Hour	\$75.00
Police Officer w/vehicle	Per Hour	\$75.00
Police Officer w/o vehicle	Per Hour	\$55.00
City Planner	Per Hour	\$45.00
Clerical Staff	Per Hour	\$25.00
City Engineer		Per Contract + 20%
City Attorney		Per Contract + 20%
Landscape Architect		Per Contract + 20%
Consultant Planner		Per Contract + 20%
Other Consult. or Contractors		Per Contract + 20%
Contract Administration		Per Contract + 20%
Hearing Examiner		Per Contract + 20%

BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits

Deposits that are listed on the General Fee Schedule are required to be paid in addition to the Permit Fees at the time of application.

The deposit is used to cover actual staff cost, engineering, and /or other professional consultant costs plus 20%

Deposits and costs will be tracked on a monthly basis. If the costs exceed the deposit, an additional deposit invoice will be sent in writing. If the additional deposit is not paid within 30 days, the city may discontinue review or work on the project or deem the project incomplete.

At the end of the project, the city will invoice in writing any final costs over the deposits, or refund any remaining balance to the person who made the deposit. Final invoices are due within 30 days.

BUILDING DEPARTMENT	DESCRIPTION	FEE
Building Permits		\$ Based on Currently Adopted
Plan Check Fees		Uniform Building Code, Uniform
Plumbing & Mechanical Fees		Plumbing Code and
Others		Uniform Mechanical Code
		and Uniform Fire Code
BUILDING APPLICATION FEES		
New Single Family Res. Review	Deposit	\$400.00
Building- addition, repair, alteration	including decks & out-bldgs	\$120.00
Demo - SFR, out-building etc.		Permit Fee 120.00 + 1,000.00 Dep.
Relocation Permit	incl mfg home	\$200.00
Fire Sprinkler/Alarm System		\$120.00
Driveway (stand alone)	expansion & new	\$200.00
Spa & Hot Tubs		\$60.00
Swimming Pool		\$250.00
Commercial Bldg.	Deposit	Plan Check Fee

Revised
2008 FEE SCHEDULE

Residential LPG Tanks	Base Fee	\$120.00
	Tank Under 125 gallons, add.	\$45.00
	126 to 500 gallons, additional	\$70.00
	501 gallons and up, additional	\$95.00
	Each 500 gallons additional	\$120.00
BUSINESS LICENSE		
	DESCRIPTION	FEE
Empolyess 0-50		Initial Fee \$70 Renewal \$60
Employees 51-100		Initial Fee \$130 Renewal \$120
Employees 101 or more		Initial Fee \$210 Renewal \$200
Duplicate Business License		\$10.00
Penalty, Late Payment	1- 30 Days	\$10.00
	31-60 Days	\$20.00
	61-90 Days	\$30.00
SPECIAL LICENSES		
	DESCRIPTION	FEE
Carnivals, circus and shows	Per Event	\$50.00
Cabaret	Per Event	\$75.00
	Per Year	\$150.00
Solicitors and Mobile Vendors	Per Day	\$15.00
	Per Month	\$50.00
	Per Year	\$150.00
Amusement Devices	Per Machine, per year	\$25.00
Adult Entertainment License	Per Establishment	\$1,000.00
	Operator License	\$100.00
	Employees License	\$50.00
Pawnbrokers	Yearly License	\$100.00
Firearms Dealers License	Federal Firearms License, yearly	\$250.00
Outdoor Advertising		See Sign Ordinance
Temp. Fireworks Stand	Permit	\$100.00
	Removal Bond	\$750.00
MISC. FEES/PLAN COPIES		
	DESCRIPTION	FEE
Photocopying	Per Page	\$0.25
Duplication Audio TapesCD's	Per TapeCD	\$10.00
Notary Public Work		\$10.00
Return Check Fee		\$35.00
Computer Printout List	Set Up Fee	\$25.00
	1st 100 pages of Printout	\$0.20
	All Additional Pages	\$0.20
City of Black Diamond Maps		\$5.00

**Revised
2008 FEE SCHEDULE**

Black Diamond Zoning Map		\$10.00
Zoning Ordinance		\$50.00
Comprehensive Plan		\$85.00
Water Comp. Plan		\$80.00
Sewer Comp. Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00
Stormwater Ordinance		\$25.00
BD Design Standards+Guidlines		\$50.00
- Each Section		\$10.00
TYPE OF SIGN	DESCRIPTION	FEE
Wall Sign, non electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$100.00, \$150.00, \$200.00
Wall Sign, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$120.00, \$170.00, \$220.00
Ground, nonelectric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$140.00, \$190.00, \$240.00
Ground, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$160.00, \$210.00, \$260.00
All signs less than 25 sq feet		\$90.00
Change of sign, all sizes		\$90.00
Variance application		Per Fee Schedule
Sign Permit Review	Per Hour	\$47.00
CLEARING AND GRADING	DESCRIPTION	FEE
Clearing and Grading Fees	Per King County Chapter 27 Clearing and Grading Fees	King County Fees + 20% or Professional Service Fees + 20%

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Ordinance 08-863, authorizing a short-term interfund loan from the sewer reserve fund to the drainage fund to cover the costs of stormwater planning and management. Cost Impact: \$100,000 Fund Source: Sewer Reserve Fund Timeline:	Agenda Date: June 5, 2008		AB08-059
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller	X	
	Public Works – Dan Dal Santo		
	Police – Jamey Kiblinger		
	Court – Kaaren Woods		
Community Develop.- Steve Pilcher			
Economic Develop.- Andy Williamson			
Attachments: Ordinance 08-863			
SUMMARY STATEMENT: The Federal Clean Water Act and State NPDES Phase II Permit require that Cities Implement a Stormwater Planning and Management Program within stated timelines. PacWest reviewed the Stormwater Management Plan at a public hearing on May 15, 2008. They have submitted a proposal to help Black Diamond meet the five required elements. A \$75,000 grant from Department of Ecology has been approved to pay for a portion of the costs, but it will require approximately \$100,000 more to complete the necessary requirements. A short term five year loan from the Sewer Reserve Fund to the Drainage Fund will be needed to insure that all of the components can be completed in a timely manner. Interest will accrue at the State Investment Pool rate monthly and the total amount will be due June 1, 2013. Annual principal payments can be made if a Drainage Utility Fund and rates are established and there are sufficient funds available. There will be no prepayment penalty.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Ordinance 08-863 authorizing an Interfund Loan from the Sewer Reserve Fund to the Drainage Fund to cover the costs of Stormwater Planning and Management.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 5, 2008			

City of Black Diamond, Washington

ORDINANCE NO. 08-863

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING A SHORT TERM INTERFUND LOAN FROM THE SEWER RESERVE FUND TO THE DRAINAGE FUND TO COVER THE COSTS OF STORMWATER PLANNING AND MANAGEMENT REQUIRED BY FEDERAL AND STATE MANDATES.

WHEREAS, The Federal Clean Water Act requires Cities to implement stormwater management programs within prescribed time frames, and the environmental Protection Agency, pursuant to the Federal Clean Water Act has published rules for stormwater outfall permits; and

WHEREAS, The Western Washington NPDES Phase II permit has required that Cities implement a Stormwater Management Program with five requirements; and

WHEREAS, Engineering consultants will assist the City with the Management Programs five components which are: Public Education and Outreach, Public Involvement and Participation, Illicit discharge Detection and Elimination, controlling runoff from New Development, Redevelopment and construction Sites, and Pollution Prevention and Operation and Maintenance for Municipal Operations: and

WHEREAS, there are sufficient reserve monies in the Sewer Reserve Fund to provide for an interfund loan to the Drainage Fund in the amount of \$100,000.00 and still meet the needs of the Sewer Fund; and

WHEREAS, the interfund loan shall be for a period of five years with the full principal payment of \$100,000 due on June 1, 2013. Interest shall accrue monthly at the State Pool Interest Rate. Annual payments of \$10,000 may be made each year if a Drainage Utility and revenues are in place and sufficient Drainage funds are available. No prepayment penalty will be assessed; and now therefore,

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. The sum of One Hundred Thousand and 00/100 Dollars is hereby transferred from the Sewer Reserve Fund to the Drainage Fund as an interfund loan for the purpose of funding the costs of the Drainage and Stormwater Management Plans required to meet Federal and State mandates.

Section 2. The five year interfund loan shall be paid back to the Sewer Reserve Fund from the Drainage Fund in full by June 1, 2013. Interest shall accrue monthly at the

monthly State Pool Interest Rate on the declining balance from the date of transfer until the loan is fully paid. If a Drainage Utility is in place and sufficient revenue is available, the loan may be paid in five annual installments of \$20,000 each plus accrued interest, commencing June 1, 2009 and ending June 1, 2013, at which time all remaining principal and interest on the loan shall be due. No prepayment penalty shall be assessed.

Section 3. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 4. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Passed by the City Council at a meeting held on the 5th day of June, 2008.

Mayor Howard Botts

Attest:

Brenda L. Streepy, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Posted: _____

Effective Date: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-515, authorizing Payoff of the 1973 Water Revenue Bond Cost Impact: \$33,070 Fund Source: Water Reserve Fund Timeline:	Agenda Date: June 5, 2008		AB08-060
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller	X	
	Public Works – Dan Dal Santo		
	Police – Jamey Kiblinger		
	Court – Kaaren Woods		
Community Develop.- Steve Pilcher			
Economic Develop.- Andy Williamson			
Attachments: Resolution No. 08-515, 1973 Water Revenue Bond Statement			
SUMMARY STATEMENT: In 1972 Council authorized the issuance of \$147,000 of 1973 Water Revenue Bonds from the US Department of Agriculture, Farmers Home Administration at 5% interest, a great rate at that time. The bonds were payable over thirty eight years. In the original Bond Ordinance authorized by Ordinance 149, Council reserved the right to call for redemption prior to the stated maturity date with out penalty, any time after 1985. A register notice is required to be given 30 days prior to any call of bonds. Revenue Bonds in their nature require a higher revenue coverage, separate reserves and essentially-higher rates; therefore, it is in the Water Funds best interest to payoff the balance of the 1973 Water Revenue Bonds. The payment will require \$32,000 for the principal plus interest of approximately \$1,070 with an assumed August 2008 payoff date. A savings of approximately \$3,080 in interest costs will be achieved with this early payoff. The Water Reserve Fund has sufficient funds for the payoff.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-515, authorizing payoff of the 1973 Water Revenue Bond in their entirety.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 5, 2008			

RESOLUTION NO. 08-515

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING PAYOFF OF THE 1973 WATER REVENUE
BONDS

WHEREAS, the City of Black Diamond, through Ordinance 149, dated November 16, 1972, authorized the issuance of \$147,000 of U. S. Department of Agriculture, Farmers Home Administration Bonds for the betterment, additions and extensions of the Water System; and

WHEREAS, the Bonds were payable over thirty eight years with an interest rate of 5%; and

WHEREAS, the City of Black Diamond, reserved the right to call for redemption prior to the stated maturity date without penalty, any time after 1985; and

WHEREAS, the Water Reserve Fund has sufficient cash to prepay the 1973 Water Revenue Bonds that were issued at an higher interest rate than Public Works Trust Loans, and require a higher water revenue, reserve and a higher user rate; now therefore

IT IS HEREBY RESOLVED that the Finance Director shall call the last four years of the 1973 Water Revenue Bonds for \$32,000 plus interest of approximately \$1,070 after the required 30 day registered notice is given to the bond holders and shall pay off the bonds in their entirety.

ADOPTED by the City Council at an open public meeting held on the 5th day of June, 2008.

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

REGD
R-1
NUMBER

147,000
\$

STATE OF WASHINGTON

Town of Black Diamond Water Revenue Bond, 1973, Series A

5%

KNOW ALL MEN BY THESE PRESENTS: That the Town of Black Diamond, Washington (herein sometimes called the "Town"), a municipal corporation of the State of Washington, for value received promises to pay to the United States of America, Farmers Home Administration, or its registered assigns, the principal sum of

One Hundred Forty-Seven Thousand Dollars

payable on the first day of January in installments in each of the years as follows:

Year	Amount	Year	Amount	Year	Amount
1975	11,000	1983	3,000	2001	5,000
1976	1,000	1984	3,000	2002	5,000
1977	1,000	1985	3,000	2003	5,000
1978	2,000	1986	3,000	2004	6,000
1979	2,000	1987	3,000	2005	6,000
1980	2,000	1988	3,000	2006	6,000
1981	2,000	1989	3,000	2007	6,000
1982	2,000	1990	4,000	2008	7,000
1983	2,000	1991	4,000	2009	7,000
1984	2,000	1992	4,000	2010	8,000
1985	2,000	1993	4,000	2011	8,000
1986	2,000	1994	4,000	2012	9,000
1987	2,000	1995	5,000		
1988	2,000	1996	5,000		
1989	2,000	1997	5,000		
1990	2,000	1998	5,000		
1991	2,000	1999	5,000		
1992	2,000	2000	5,000		

order of principal installments, may prepay such lesser portion in multiples of \$1,000.00 of the unpaid principal amount thereof, plus accrued interest to the date of such prepayment.

Notice of any such optional prepayment shall be given or made thirty days prior to the prepayment date by mailing to the registered owner of this bond a notice fixing such prepayment date and the amount of principal to be prepaid.

This bond may be assigned and upon such assignment the assignor shall promptly notify the Town at the office of the Town Treasurer of the Town of Black Diamond, Washington, by registered mail, and the assignee shall surrender the same to the Town Treasurer either in exchange for a fully registered bond or for transfer on the registration records and verification of the endorsements made on the Payment Record attached hereto of the portion of the principal amount hereof and interest hereon paid or prepaid, and every such assignee shall take this bond subject to such condition.

As provided in the Bond Ordinance, this bond is exchangeable at the sole option of the Town at any time, upon ninety days' notice, at the request of the registered owner hereof and upon surrender of this bond to the Town at the office of the Town Treasurer in the Town of Black Diamond, Washington, for negotiable coupon bonds, payable to bearer, registrable at the option of the holder as to principal of the denomination of One Thousand Dollars (\$1,000.00) each, in an aggregate principal amount equal to the unpaid principal amount of this bond, and in the form of such coupon bond as provided for in the Bond Ordinance.

The Town hereby covenants and agrees to maintain the Waterworks Utility of the Town in good condition, to operate the same in an efficient manner and at a reasonable cost, to establish, maintain and collect such rates for water service as will provide sufficient revenues to produce the gross revenues required to pay the expenses of maintenance and operation of the Waterworks Utility of the Town and to meet the obligations of the Town and otherwise perform all of the covenants of the Town, as set forth herein and in the Bond Ordinance.

The gross revenues from the Waterworks Utility of the Town have been pledged for the payment of this bond and any additional bonds hereafter issued on a parity of lien therewith pursuant to the provisions of Section 15 of the Bond Ordinance, including both principal and interest, in accordance with their terms, at any time outstanding, and this pledge shall constitute a lien and charge upon such gross revenues prior and superior to any other charges whatsoever, subject only to maintenance and operation expenses.

Under existing federal law and subject to the interest payable on this bond is exempt from federal income tax.

It is hereby certified that this bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and the ordinances of the Town, that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this bond do exist, have happened and have been performed as provided by law.

IN WITNESS WHEREOF, the Town of Black Diamond, Washington has caused this bond to be signed by the legitimate signature of its Mayor and attested by the manual signature of its Town Clerk and its Town seal to be hereto affixed as of the _____ day of _____, 1973.

together with interest thereon at the rate of FIVE PERCENT (5%) per annum, payable on January 1, 1974, and annually thereafter on January 1 of each succeeding year. Both principal of and interest on this bond are payable in such coin or currency which, on the respective dates of payment of such principal and interest, is legal tender for payment of debts due the United States of America solely from the special fund of the Town known as the "Water Revenue Bond Fund, 1973" (hereinafter called the "Bond Fund"), created by Ordinance No. 149 (hereinafter called the "Bond Ordinance"), into which fund the Town hereby irrevocably binds and obligates itself to pay certain fixed amounts out of the gross revenues of the waterworks utility of the Town, including all additions, replacements, extensions and betterments at any time made or constructed (hereinafter referred to as the "Waterworks Utility of the Town"), without regard to any fixed proportion, namely, amount sufficient to pay the principal of and interest on this bond and any additional water revenue bonds hereafter issued on a parity of lien with this bond in accordance with the provisions of Section 15 of the Bond Ordinance, as they respectively become due, all at the times and in the manner set forth in the Bond Ordinance. This bond is not a general obligation of the Town and is payable solely out of the Bond Fund.

This bond is payable, both principal and interest, at the office of the Town Treasurer of the Town of Black Diamond, Washington. Payments of principal and interest, including prepayments of installments of principal as hereinafter provided shall be noted on the Payment Record made a part of this bond, and such payment shall fully discharge the obligation of the Town hereon to the extent of the payments so made. Upon final payment of principal and interest this bond shall be submitted to the Town Treasurer of the Town of Black Diamond, Washington, for cancellation.

This bond, designated as the "Town of Black Diamond Water Revenue Bond, 1973, Series A" (herein referred to as the "Bond") is issued in the aggregate principal amount of \$147,000.00 pursuant to the laws of the State of Washington for the purpose of paying a part of the cost of carrying out a portion of the system or plan of additions to and betterments and extensions of the Waterworks Utility of the Town as set forth in the Bond Ordinance. Reference is made to the Bond Ordinance as more fully describing the covenants with and rights of holder of this bond.

The Town reserves the right to prepay on any interest payments due on or after January 1, 1973, the unpaid principal amount of this bond in whole or in part, in whole or in part, at any time.

TOWN OF BLACK DIAMOND, WASHINGTON

By _____

Mayor

UNITED GRAPHICS

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-516, authorizing the Mayor to hire Fox Electric Company for electrical work on the City's new generator	Agenda Date: June 5, 2008		AB08-061
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Dan Dal Santo		
	Economic Devel. – Andy Williamson	X	
	Police –		
Timeline:	Court – Kaaren Woods		
Cost Impact: \$10,684.07			
Fund Source: Funding Agreement			
Attachments: Resolution No. 08-516, Quote			
SUMMARY STATEMENT: Recently City staff solicited quotes for connecting a transfer switch to the new generator for both Community Development and City Hall buildings. The City received quotes from Lander Electric, Fox Electric Co., and Wilderness Electric. After staff review of the quotes it was determined that Fox Electric Co., met the needs for the City. The cost for the work including tax is \$10,684.07.			
COMMITTEE REVIEW AND RECOMMENDATION: (Empty space for committee review)			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-516, authorizing the Mayor to hire Fox Electric Company to perform electrical work on the new generator for an amount not to exceed \$10,684.07.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 5, 2008			

RESOLUTION NO. 08-516

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO HIRE FOX ELECTRIC
COMPANY FOR ELECTRIC WORK ON GENERATOR**

WHEREAS, the City of Black Diamond has solicited quotes for connecting a transfer switch to the new generator for both Community Development and City Hall buildings; and

WHEREAS, the City received quotes from Fox Electric Co., Wilderness Electric, and Lander Electric; and

WHEREAS, after staff review of the quote, it was determined that Fox Electric Co. met the City's needs;

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

Section 1. The Mayor is authorized to hire Fox Electric Company to perform electrical work on the new generator for an amount not to exceed \$10,684.07 per quote, as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF JUNE, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

Proposal



Fox Electric Co. P.O. Box 630, Kent Washington 98035-0630
(253) 852-0540 FAX (253) 854-6139

DATE: April 30, 2008

PROPOSAL SUBMITTED TO: City of Black Diamond PROJECT: Install 600A ATS

ATTN: Keith Phone: EMAIL: kesping@ci.blackdiamond.wa.us

WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR – COMPLETE IN ACCORDANCE WITH SPECIFICATIONS BELOW, FOR THE SUM OF: \$ 9,838.00

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: Install 600Amp Disconnect and ATS to existing equipment

1. Provide and install 600A Service rated disconnect
2. Install Customer supplied 600A ATS
3. Connection of existing generator
4. Work priced for off hours 1.5 time (Saturday)
5. 2 Branch circuit connections for block heater and battery charger
6. Permit and inspection.

We exclude the following:

1. Washington State Sales Tax.
2. Double time (Sunday and holidays)
3. Existing service upgrades (except as noted above)
4. Additional Concrete if needed

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY FOX ELECTRIC IF NOT ACCEPTED WITHIN THIRTY (30) DAYS.

AUTHORIZED SIGNATURE: *Victor DeHerrera*

+ tax =
10,684.07

PAYMENT TO BE MADE AS FOLLOWS:

100% DUE UPON COMPLETION OF WORK. INVOICES ARE DUE THE 10TH OF THE FOLLOWING MONTH. PAST DUE INVOICES WILL BE ASSESSED 1.5% SERVICE CHARGE PER MONTH. IN THE CASE OF DEFAULT OR BREACH OF THE AGREEMENT, CUSTOMER AGREES TO PAY REASONABLE ATTORNEY FEES AND COSTS INCURRED WHETHER OR NOT SUIT IS INSTITUTED, INCLUDING RECEIVERSHIP, BANKRUPTCY, JUDICIAL PROCEEDINGS AND APPEALS.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER, ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATION FROM SPECIFICATIONS BELOW INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, & WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE, OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

ACCEPTANCE OF PROPOSAL:

THE ABOVE PRICES, SPECIFICATION AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. FOX ELECTRIC IS AUTHORIZED TO DO THE WORK SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

NAME _____ DATE _____

TITLE _____

SIGNATURE _____

ACCEPTANCE OF PROPOSAL:

THE ABOVE PRICES, SPECIFICATION AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. FOX ELECTRIC IS AUTHORIZED TO DO THE WORK SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

NAME _____ DATE _____

TITLE _____

SIGNATURE _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-517, accepting bids, awarding bid and authorizing the purchase of new office furniture	Agenda Date: June 5, 2008		AB08-062
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Dan Dal Santo		
	Economic Devel. – Andy Williamson	X	
	Police –		
Cost Impact: \$76,070.02	Court – Kaaren Woods		
Fund Source: Funding Agreement	Commander Kiblinger		
Timeline:			
Attachments: Resolution No. 08-517, Bid Proposal, Agreement			
SUMMARY STATEMENT: On April 29, 2008 the City advertised for bids for the purchase of new office equipment to outfit both Community Development and City Hall buildings. Bids closed on May 14, 2008 and the City received bids from O’Byron and Associates, Office Depot, and Complete Office. After review of the bids received, it was determined that only O’Byron and Associates bid met the City’s requirements and needs.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-517, accepting bids, awarding bid, and authorizing the Mayor to execute an agreement with O’Byron and Associates for the purchase of new office equipment.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 5, 2008			

RESOLUTION NO. 08-517

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
ACCEPTING BIDS, AWARDING BIDS, AND AUTHORIZING
THE PURCHASE OF NEW OFFICE FURNITURE**

WHEREAS, the City has identified a need for new office furniture to outfit the City's new Community Development and City Hall buildings; and

WHEREAS, advertisement was made for bids on April 29, 2008, with bids closing on May 14, 2008; and

WHEREAS, the City received bids from O'Bryon and Associates, Office Depot, and Complete Office; and

WHEREAS, after staff review of bids it was determined that O'Bryon and Associates bid was the only one which met the City's requirements and needs;

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

Section 1. Bids are hereby accepted for the purchase of new office equipment.

Section 2. Bid is awarded to O'Bryon and Associates.

Section 3. The Mayor is authorizing to execute an agreement with O'Bryon and Associates for the purchase of new office furniture, as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF JUNE, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

CITY OF BLACK DIAMOND PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement"), for reference purposes only, is dated June ____, 2008 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

Contact: Andy Williamson Phone: 260 886-2560 ex 215 Fax :

and

O'Bryon & Associates ("Vendor")
12940 195th Place NE
Woodinville, WA 98073

Contact: D. Patrick O'Bryon Phone: 425.861.1330 Fax: 425. 867.8958

Tax Id No.: _____

1. **Items and Services to be Provided by Vendor.**

1.1 Vendor shall provide the items and services set forth in Exhibit A attached hereto, in accordance with the specifications set forth in Exhibit B attached hereto.

1.2 Vendor shall be responsible for delivery, installation and initial adjustment of all items purchased under this Agreement.

2. **Schedule.** All items shall be delivered within four weeks of the date of this Agreement, unless a later delivery date is agreed to by the City in writing.

3. **Purchase Price.** The purchase price for all items and services provided under this Agreement shall be a lump sum of \$70,046.06 plus sales tax of \$6,023.96, for a total of \$76,070.02.

4. **Standard Terms and Conditions.** This Agreement includes the standard terms and conditions attached hereto as Exhibit C.

5. **Payment.**

5.1 Payment will be made by City warrant within thirty (30) days of receipt of a correct invoice for items that have been delivered and installed in accordance with the terms of this Agreement

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

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

6. **Storage.** Vendor agrees to stage and store items for up to 60 days with no storage charges to the City.

7. **Purchase of Additional Items.** The City may purchase additional items at the unit prices set forth in Exhibit A for a period of one year from the date of this Agreement, on the same terms and conditions as this Agreement, except Vendor reserves the right to pass on to the City any addition fuel surcharges on additional furniture assessed by the manufacturer. Vendor shall provide written documentation from the manufacturer within ten days of notification to Vendor.

8. **Discrimination and Compliance with Laws.**

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

8.2 Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

8.3 Any violation of this Section 8 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Vendor's ineligibility to conduct further work for the City.

9. **Indemnification/Hold Harmless.** The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with Vendor's performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

10. **Insurance.** The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in

connection with items and materials supplied to the City and work performed by Vendor under this Agreement.

10.1 Minimum Scope of Insurance. Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

10.2 Minimum Amounts of Insurance. Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

10.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

The Vendor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

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

10.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.5 Verification of Coverage. Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

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

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

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

14. **Extent of Agreement/Modification.** This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties.

CITY OF BLACK DIAMOND

VENDOR
O'Bryon & Associates

By: _____
Howard Botts, Mayor

By: _____
Printed Name: D. Patrick O'Bryon
Its: President

Date: _____

Date: _____

Attest:

By: _____
Brenda Steepy, City Clerk

EXHIBIT " A "

Quotation

oba

Estimate #
3135

Customer
City of Black Diamond Andrew Williamson 24301 Roberts Drive PO Box 599 Black Diamond, WA 98010

Ship To

Date	Terms	Rep
5/6/2008		

Item	Description	Unit Price	Quantity	Total
	BUILDING A	0.00		0.00
Trendway	Choices Freestanding Private Offices A, B, E, F are priced as drawn with a box/box/file pedestal and a file/file pedestal, overhead storage that is desk mounted with a 60" tasklight. Main Work Surface and Return is 30" deep x 84" Wide, Return is 102" x 30" and the credenza is 24" deep.	2,424.20	4	9,696.80T
Trendway	Office C is the Mail Room and has a sliding door 66" high for noise	1,175.83	1	1,175.83T
Custom	Office C Creative Woodcraft Millwork for Building A Paper Management/Printer Center to be 84" x 34" with hinged door storage, see drawing Building A Mail Room	2,876.15	1	2,876.15T
Trendway	Office D to include 66" High Sliding Door with a workstation that is 7' x 7' with 42" wide storage cabinet above the credenza with tasklight and a box/box/file and file/file storage unit. All worksurfaces are 24" deep.	3,039.74	1	3,039.74T
Trendway	Office G and I have an overall foot print of 7' x 7' with a box/box/file and a file/file pedestal/storage. All worksurfaces are 24" deep and a overhead storage cabinet 60" wide across the back/credenza.	1,824.37	2	3,648.74T
Trendway	Office H Reception is 30" x 66" Desk with a 24" x 48" Return with a box/box/file and file/file pedestal	826.32	1	826.32T
		Subtotal		
		Sales Tax (8.6%)		
		Total		

Signature _____

oba

Quotation

Estimate #
3135

Customer
City of Black Diamond Andrew Williamson 24301 Roberts Drive PO Box 599 Black Diamond, WA 98010

Ship To

P.O. BOX 599 BLACK DIAMOND WA 98010

Date	Terms	Rep
5/6/2008		

O'BRYEN & ASSOCIATES

Item	Description	Unit Price	Quantity	Total
Trendway	BUILDING B Choices Systems/Cubicles in the Center of the Room Panel systems height to vary from 84" around the conference area to 62" between work stations. Spline Wall behind the Reception and Plan Table is to be 84" High. All worksurfaces are 24" deep. Each work station has a Box/Box/File and a File/File, overhead locking storage and Task lights.	14,073.34	1	14,073.34T
Trendway	Choices Freestanding Office Furniture, offices to include 30" Deep Work Surfaces. Overhead Storage is Locking With Tasklight. Each office to have Box/Box/File and a File/File pedestal/Storage. All overhead cabinets are desk mounted	2,021.4925	8	16,171.94T
Custom	Creative Woodcraft Millwork For Building B Plan Counter to be 42" x 120" with Box and File Drawer Storage as Drawn. Plan Files and Flat File Storage Provided, See Drawing Building B Plan Counter.	2,073.45	1	2,073.45T
Custom	Creative Woodcraft Millwork For Building B Paper Management/Printer Center to be 8' x 6' with a hutch and hinged door storage below, see drawing Building B Mail Room	3,983.60	1	3,983.60T

SEATING FOR BUILDINGS A & B

Subtotal
Sales Tax (8.6%)
Total

Signature _____

Quotation

oba

Estimate #
3135

Customer
City of Black Diamond Andrew Williamson 24301 Roberts Drive PO Box 599 Black Diamond, WA 98010

Ship To

WA 98074

Date	Terms	Rep
5/6/2008		

Item	Description	Unit Price	Quantity	Total
TZ0134	Trendway TZ Chair with Black Fabric Pneumatic Seat Height Adjustment, Back Height Adjustment, Independent Back Angle Adjustment, Independent Seat Angle Adjustment, Free Floating Seat with Infinite Tilt Lock. Forward Seat Tilt of 6 degrees, Tilt Tension Control, Forward Seat Lock out	176.92762	21	3,715.48T
TV455	Trendway TV Series Side Chair with Arms and Glides. Chair Price Reflects Grade 1 or 2 Fabric	125.71808	26	3,268.67T
Delivery and Installation	Delivery and Set Up to be preformed during normal business hours. Space must be free and clear for installers. Installers are responsible to remove all trash. oba is responsible to provide electrician to power up the sea. cubicles with 2 power poles in Building B	5,496.00	1	5,496.00T
Subtotal				\$70,046.06
Sales Tax (8.6%)				\$6,023.96
Total				\$76,070.02

3135 BYRON & ASSOCIATES

Signature _____

EXHIBIT

" B "

oba

City of Black Diamond Contract Product Specifications

I. WARRANTY

- Trendway warrants, to the original purchaser, that the products described in its price lists will be free from defects in materials and workmanship commencing with the date of the initial purchase and continuing for as long as the original owner uses these products. This warranty provides limits on the following products:
 - i. 10 years on electrical components
 - ii. 10 years on Multi-Purpose Seating, Guest Side Chairs and Stack Chairs
 - iii. 5 years on drawer slides, system textiles, finishes
 - iv. 5 years on Seating Trim, Surface Trends, Foam and Arm Pads
- Creative Woodcraft's limited lifetime warranty applies only to the original purchaser. The product is to be free of flaws in engineering, materials and workmanship for the life of the product. Drawer suspension is covered for 6 years.

II. POWER

- Power access is in the base of the panels.
- Panel System offers choice of both shared neutral and separate neutral wiring schematics.
- Panel System uses modular electrical components that are U.L. rated for use in component furniture proposed (U.L. 1286).
- The same modular electrical components that are used in the furniture can also be run under raised floors, through walls and in dropped ceilings.

III. CABLING

- In routing cables horizontally from panel to panel, cables will not pass in front of the vertical slotted channels on the panel frame

oba

- Panel System allows lay-in cabling into the base.
- Off-module panel attachment does not block access to lay-in cabling area.
- Standard work surface options include cableway openings (grommets) so that larger cable connections can pass through the work surface.

IV. PANELS

- Panels are Monolithic in design and provide Acoustical Sound Deadening Material
- Panels are available in 7 heights 30, 36, 42, 48, 54, 62, 66 and 84 inches
- Panels are available in 8 widths 12, 18, 24, 30, 36, 42, 48 and 60 inches
- Glass panels, full or partial height, are available within the system.

V. OVERHEAD STORAGE

- Panel mounted upper storage cabinets and shelves have a minimum 1" rear lip to prevent soiling and damage to the panels.
- Panel mounted upper storage has a usable shelf depth of 12-5/8" to allow for the use of all types of 4" binders and which allows the door to fully close without pushing binders into the panel surface.
- Overhead cabinet doors have a lip on the underside that acts as a pull, thus eliminating the need for the user to grip.
- Shelf lights recess into the bottom of overhead cabinets and shelves.

VI. WORKSURFACES

- Work surfaces shall be a balanced construction of a laminate top and a backer underside surrounding a core of particle board with a 3mm PVC edge.
- All surfaces are adjustable in 1" increments.

VII. PEDESTALS AND FILES

- All drawers within the pedestal and lateral file shall be lockable with one lock.
- Leveling glides are standard to adjust height on uneven floors.
- The pedestals are available in nominal 22" and 28" depths.

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- Drawer fronts are metal construction not plastic.
- Lateral files are available in 30" & 36" widths for 2 drawer cabinets and 30", 36", 42" widths for 3 to 5 drawer configurations. Files are available with matching finishes and hardware to the systems furniture.
- All files taller than a two drawer cabinet will include counter balance weights

VIII. INSTALLATION

- Product requires a rubber mallet, cordless drill and a panel tool. The tool will be provided to the City of Black Diamond at no additional cost.

IX. LIGHTING

- Lights have an easily accessible on-off switch.
- Shelf lights allow for tool free installation under overhead cabinets and shelves.
- Shelf lights are concealed under the shelf and the overhead storage cabinet.
- Shelf lights are shipped with lamp.

X. FREESTANDING FURNITURE

- Freestanding furniture units such as desks, returns and credenzas are part of the proposed series of Panel System.
- Overhead Storage will connect to the desk top and not the wall
- Freestanding units have leveling glides to allow for installation on uneven floors.

XI. FINISH MATERIALS

- There are 6 colors to choose from with 2 different options of texturing, smooth and textured.
- Laminate Work Surfaces have 41 laminate options
- oba is offering Grade 1 and Grade 2 fabric options for the same price.

EXHIBIT C

CITY OF BLACK DIAMND STANDARD TERMS AND CONDITIONS

INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF BLACK DIAMOND AND THE POLICIES AND ORDINANCES OF THE CITY OF BLACK DIAMND AND THE LAWS OF THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the City.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the City with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS** Invoices will not be processed for payment until receipt of a properly completed invoice or invoiced items are received, whichever is later.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the City.
11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.

16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

17. **NONDISCRIMINATION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.

18. **DEFAULT** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in King County.

19. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-518, authorizing The Mayor to execute amendment #6 to the Professional Services Agreement with PacWest and the City of Black Diamond	Agenda Date: June 5, 2008		AB08-063
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Dan Dal Santo		
	Economic Devel. – Andy Williamson	X	
	Police –		
Timeline ASAP:	Court – Kaaren Woods		
Cost Impact: \$2,000			
Fund Source: General Fund			
Attachments: Resolution No. 08-518, Proposal, Amendment #6			
SUMMARY STATEMENT: Currently the City has a need for additional engineering services associated with the Mayor’s request for city staff to review the remodeling of the council chambers and the old court offices. After review by the City’s building official it was determined that if we use the old court offices an additional fire exit from the building in the west wall will need to be provided. The City of Black Diamond has retained the services of PacWest Engineering for various high-level engineering services, including the update of its water system comprehensive plan, water rate and impact fee study, sewer rate and impact fee study, development standards and a transportation planning study. The firm has provided services to the City since June 2007 and was designated City Engineer in March 2008. This item would approve PacWest Engineering’s scope to look into the structure of the building to see if we will be able to cut a hole in the wall and provide us with the necessary structural requirements. The cost associated with structural analysis is not to exceed \$2,000.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-518, authorizing the Mayor to execute Amendment #6 to the Professional Services Agreement between PacWest Engineering and the City of Black Diamond.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 5, 2008			

RESOLUTION NO. 08-518

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #6 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN PACWEST ENGINEERING AND THE CITY OF BLACK DIAMOND

WHEREAS, the City of Black Diamond requires structural engineering services for the proposed remodel of the City's Council Chambers/Courtroom; and

WHEREAS, the City desires to retain the services of a consultant skilled in structural engineering; and

WHEREAS, the City of Black Diamond has an ongoing contractual relationship with PacWest Engineering to provide engineering services as authorized in Resolution 07-453; and

WHEREAS, PacWest is qualified, willing and able to perform the above-mentioned services; now therefore:

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

Section 1. The Mayor is authorized to execute amendment #6 to the professional services agreement with PacWest Engineering for structural engineering services as contained 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 5TH DAY OF JUNE, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk



June 2, 2008

City of Black Diamond
Attn Andy Williamson
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

RE: Structural Analysis for Construction at the Court House

Dear Andy:

This letter is to serve as a proposal to provide structural engineering services to the City of Black Diamond with regard to the above project. This would be accomplished through use of a sub-consultant.

We understand that the City wishes to penetrate an existing brick wall to provide an additional access. The proposed scope of services would include a meeting with city staff on site to review the planned construction. Advise on the feasibility of the planned construction and if feasible prepare any structural details necessary to obtain permits and guide the construction.

PacWest proposes to provide these services on a cost plus 10% for the sub-consultant plus any administrative time for PacWest. The cost of these services are estimated to not exceed \$2000.

Thank you for the opportunity to be of service.

Sincerely,

Leonard L. Smith, PE/PLS
PacWest Engineering

**Amendment #6 to Professional Services Agreement Between
PacWest Engineering and the City of Black Diamond**

This Professional Services Agreement Amendment is dated June 5, 2008, and is entered into, by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Dan Dal Santo, Utilities Superintendent
Phone: 360-886-2560 Fax : 360-886-2592

and

PacWest Engineering ("Consultant")
5009 Pacific Highway E., Suite 9-0
Fife, WA 98424
Contact: Leonard Smith, PE/PLS
Phone: 253-926-3400 Fax: 253-926-3402

This amendment authorizes PacWest to provide structural engineering services to the City for the proposed Council Chamber/Courtroom remodel to include:

- Meet with City staff on site to review planned construction.
- Advise City on feasibility of planned construction.
- If feasible, prepare structural details necessary to obtain permits and guide construction.

Budget not to exceed \$2,000.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

By: _____

Howard Botts

Printed Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

Attest:

By:

Brenda L. Streepy
City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: Ordinance No. 08-864, amending Black Diamond Municipal Code 6.08.140 to allow animal welfare agencies to trap in the City	Agenda Date: June 5, 2008		AB08-064	
	Department/Committee/Individual	Created	Reviewed	
	Mayor Howard Botts	X		
	City Administrator –Gwen Voelpel			
	City Attorney – Loren D. Combs		X	
	City Clerk – Brenda L. Streepy			
	Finance – May Miller			
	Public Works – Dan Dal Santo			
	Police – Chief Luther			
	Court – Kaaren Woods			
Commander Kiblinger				
Cost Impact: None				
Fund Source: None				
Timeline:				
Attachments: Ordinance No. 08-864; South County Cats Web Page; E-mail from Humane Society regarding South County Cats				
<p>The City of Black Diamond has previously adopted King County ordinances related to animal control fees and penalties; licensing of dogs and cats; kennels, pet shops, grooming parlors and similar services as codified in Chapter 6.08 of the Municipal Code. This code change would make it possible for animal welfare agencies such as South County Cats, which is recognized by the Humane Society, to trap animals. The organization requested this code change to ensure their operations in Black Diamond are in compliance with all local laws.</p>				
COMMITTEE REVIEW AND RECOMMENDATION:				
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 08-864 amending 6.08.140 of the Municipal Code to allow trapping by animal welfare agencies recognized by the Humane Society.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
June 5, 2008				

CITY OF BLACK DIAMOND, WASHINGTON

ORDINANCE NO. 08-864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, TO ALLOW FOR ANIMAL WELFARE AGENCIES RECOGNIZED BY THE HUMANE SOCIETY FOR SEATTLE-KING COUNTY TO TRAP ANIMALS AND AMENDING 6.08.140 OF THE MUNICIPAL CODE

WHEREAS, the City of Black Diamond has previously adopted King County ordinances related to animal control fees and penalties; licensing of dogs and cats; kennels, pet shops, grooming parlors and similar services as codified in Chapter 6.08 of the Municipal Code; and

WHEREAS, in 1988 the City of Black Diamond City Council adopted Ordinance 383, thus creating additional animal control regulations to include provisions related to animal trapping; and

WHEREAS, Section 6.08.140 of the Black Diamond Municipal Code now reads:

Animal traps—Prohibited—Exception

It is unlawful for anyone to use traps to apprehend any animal inside the city, unless by animal control or law enforcement officers for the purposes of apprehending a dangerous or diseased animal or unless such trap is approved by a city engineer of the city for the apprehension of a dangerous or diseased animal. This section does not apply to mouse traps, mole traps, or rat traps; and

WHEREAS, South County Cats is a non-profit organization recognized by the Humane Society for Seattle-King County that focuses on the trap-neuter-return, spaying/neutering and relocation of feral cats; now therefore

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. There is hereby added a new Section 6.08.140 to the Black Diamond Municipal Code and it shall be entitled **Animal traps—Prohibited—Exception.**

Section 2. There is hereby added a new section 6.08.140 which shall read as follows:

It is unlawful for anyone to use traps to apprehend any animal inside the city, unless by animal control or law enforcement officers for the purposes of apprehending a dangerous or diseased animal, or by representatives from an animal welfare agency recognized by the Humane Society

for Seattle-King County, for the purpose of trap/neuter/return or an adoption program. This section does not apply to mouse traps, mole traps, or rat traps.

Section 3. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 4. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of the Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced the 5th day of June, 2008.

Passed by the City Council at a meeting held on the 5th day of June, 2008.

Mayor Howard Botts

Attest:

Brenda L. Streepy, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Posted: _____

Effective Date: _____

Donate

Monetary donations may be sent to our mailing address:

South County Cats
 26828 Maple Valley Black
 Diamond Rd SE #160
 Maple Valley, WA 98038

Boeing employees can donate to South County Cats through their ECF to organization ID #2532551.

As an IRS 501(c)(3) nonprofit organization, your donation is tax-deductible up to the limits allowed by law. Consult your tax adviser for more information.

southcountycats@comcast.net

- [Low Cost Spay/Neuter](#)
- [Feral Cat Resources](#)
- [Stray/Owner Surrender](#)
- [Testimonials](#)
- [FAQs](#)

What's New?

Visit SCC Links for South County Cats' Breaking News, Feral Cat / Barn Cat Articles and More!

We do not have a physical shelter so we are not able to take stray or owner-surrendered cats.

Hitchhiker's Guide to Barn Cats

Barn Cat Adoption Questionnaire

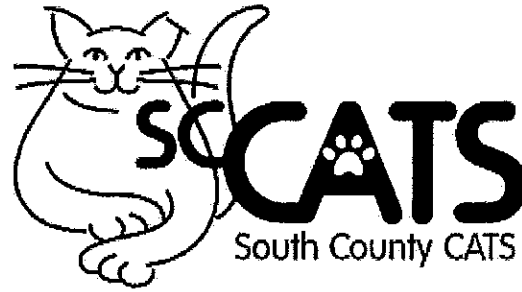
How You Can Help

- [Volunteer](#)
- [Wish List](#)

Mailing address:

South County Cats
 26828 Maple Valley Black
 Diamond Rd SE #160
 Maple Valley, WA 98038

southcountycats@comcast.net



South County Cats is a spay/neuter assistance organization based in the Maple Valley/Covington area in Washington State.

We are an all volunteer, 501(c)(3) registered non-profit organization. Our mission is to reduce euthanasia rates. We support cats that fall outside the scope of many shelters - those often considered "unadoptable."

Our main areas of focus are:

- TNR (Trap-Neuter-Return) of feral cats
- Spay/neuter of pet cats whose caregivers have limited financial resources
- Fostering semi-socialized cats and kittens to increase their adoptability
- Relocation of feral cats when necessary for their safety

In addition we:

- Lend traps, carriers and cages, and provide instructions on their use
- Assist with TNR (Trap-Neuter-Return) of feral cats
- Transport cats for spay/neuter surgery and provide post-surgical care
- Educate the public about feral cats and available resources to help them coexist in our environment

South County Cats

powered by: **Petfinder.com** ADOPT A HOMELESS PET!

Animal	Breed	Age	Size	Sex	Photo
Cat	Domestic Short Hair, Russian Blue	Baby	M		
Barn Cats	Cat	Domestic Short Hair	Adult	L	
Kittens	Cat	Domestic Short Hair, Domestic Medium Hair	Baby	M	
Little Sister	Cat	Tabby - Brown	Young	M F	
		Siamese, Domestic			

Here's a full screen view of our [Adoptable Cats!](#)

[\[Petfinder Home\]](#) [\[Information\]](#) [\[Shelters\]](#) [\[Search\]](#)

Stray/Owner Surrender

We do not have a physical shelter so we are not able to take stray or owner-surrendered cats. All of our cats are fostered at our homes in the Maple Valley/Covington area. Please contact the [Seattle/King County Humane Society](#) at 425-641-0080 or if you have a cat you are unable to keep.

Low Cost Spay/Neuter Clinics

Spaying or neutering is the solution to decreasing the euthanasia rate in local shelters. Please encourage your friends and family to spay or neuter their pets. If you need assistance spaying or neutering your cat, please contact southcountycats@comcast.net or a [low cost spay/neuter clinic](#).

How much does a "free" kitten cost?

Approximately \$150-\$200. This includes a vet exam, multiple wormings, multiple vaccinations, spay or neuter surgery and an FELV/FIV test.

Instead of getting a "free" kitten, please consider adopting from a shelter or rescue group. When you adopt from a shelter or rescue group, all of these services are included in the adoption fee.

Adopting your next pet from a shelter or rescue group will free up space so the organization can save another animal's life.

Feral Cat Resources

[Feral Cat Spay/Neuter Project](#)

[Feral Care](#)

[Peninsula Spay/Neuter Project](#)

How You Can Help

Volunteers Needed

We desperately need volunteers to help drive cats to and from the spay/neuter clinic near Northgate, clean cages and carriers in Maple Valley and Covington, and foster cats and kittens.

Please email southcountycats@comcast.net if you would like to help.

Wish List

Gwen Voelpel

From: Dams, Al [Al.Dams@kingcounty.gov]
Sent: Wednesday, May 21, 2008 2:16 PM
To: Gwen Voelpel
Cc: Howard Botts
Subject: RE: Cats in Black Diamond

Mayor Botts:

King County Animal Care and Control recognizes South County Cats as a partner in animal welfare issues. They work with us on Trap Neuter Release programs and Feral Cat Placement programs. We have found them to be a reliable group with integrity.

Al Dams
Acting Manager
King County Animal Care and Control
21615 64th Ave. S
Kent, WA 98032
MS: KAS-ES-0100
PH: 206-205-6306
FX: 206-205-8043

My email address is changing to al.dams@kingcounty.gov. Please make a note in your address book.

From: Gwen Voelpel [mailto:GVoelpel@ci.blackdiamond.wa.us]
Sent: Tuesday, May 20, 2008 1:52 PM
To: Dams, Al
Cc: Howard Botts
Subject: RE: Cats in Black Diamond

Al:

Thanks. I don't need it, but it would be good to have on file a letter from King County Animal Care and Control recognizing them as a partner in animal welfare issues. That will help us distinguish groups in our city code so we don't allow just anyone to trap—just the good guys (and gals). If you wouldn't mind sending it to the mayor, cc me, that would be great.

We are:

Mayor Howard Botts
City Administrator Gwendolyn Voelpel
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

Gwendolyn Voelpel
City Administrator
City of Black Diamond
gvoelpel@ci.blackdiamond.wa.us
360 886-2560 or 253 631-0351
FAX 360 886-2592

5/30/2008