



CITY OF BLACK DIAMOND
November 6, 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.) AB08-108 - Ordinance Forming a Stormwater Utility | Mr. Boettcher |
| 2.) AB08-109 - Ordinance Adopting 2008-2013 Capital Improvement Plan | Ms. Miller |
| 3.) AB08-110 - Special Events Permit – YarrowBay | Mr. Pilcher |

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

- | | |
|---|-------------|
| 4.) AB08-111 - Confirming Appointment to Civil Service Commission | Mayor Botts |
|---|-------------|

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|---|-------------|
| 5.) AB08-112 - Ordinance Authorizing Petty Cash Fund for Community Development | Ms. Miller |
| 6.) AB08-113 - Resolution Authorizing Agreement for Prosecution Services with Moberly & Roberts | Ms. Voelpel |
| 7.) AB08-114 - Resolution Authorizing Amendment No. 1 to Local Hazardous Waste Management Program Grant #D37962D | Mr. Nix |
| 8.) AB08-115 - Resolution Authorizing Mayor to Execute an Agreement for Property Access, Occupancy and Use with Nestle Waters North America, Inc. | Mr. Combs |

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 9.) **Claim Checks** – November 6, 2008 No. 32453 through 32532 (void checks 32452, 32498, 32505) in the amount of \$ 293,748.86
- 10.) **Minutes** – Council Meeting of October 9, 2008 and October 16, 2008 and Workstudy Notes of October 16, 2008, October 22, 2008, October 23, 2008, October 29, 2008 and October 30, 2008

EXECUTIVE SESSION: Labor Negotiations

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Adopt a Storm Water Utility	Agenda Date: November 6, 2008		AB08-108
	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 –Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police –		
Cost Impact: New budget			
Fund Source: New rates			
Timeline: ASAP			
Attachments: Storm Water Utility Ordinance No. 08-872			
<p>SUMMARY STATEMENT The City of Black Diamond is having to increase the activities related to storm drainage maintenance, monitoring, reporting, establishing new regulations, education, and changing operation practices. In the past the City has funded stormwater maintenance activities out of the sewer fund. Rather than increase the rates in sewer to meet the stormwater demands, the establishment of the stormwater utility with rates that will directly fund stormwater activities was recommended.</p> <p>A stormwater utility will build equity in resident and businesses within the city with the sewer customers of the city. The stormwater utility will also provide a separate budget where funds will be required to be directed to stormwater functions. The separate purposes and goals of the stormwater utility will help direct the funds and efforts of the City staff and policy makers to meeting the requirements of the City’s storm water permit.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 08-872, establishing a stormwater utility and establishment of rates for the City of Black Diamond.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
November 6, 2008			

ORDINANCE NO. 08-872

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON ADDING NEW CHAPTER 14.02 TO THE BLACK DIAMOND MUNICIPAL CODE, FORMING A STORMWATER UTILITY AND ESTABLISHMENT OF RATES

WHEREAS, the City believes in order to protect the public health, safety and welfare, it is in the best interests of its citizens to establish a stormwater and surface water management utility for operation of a comprehensive approach to surface and stormwater management within the City;

WHEREAS, the City believes it is essential to establish rates, charges and the method of payment for the maintenance and operation of stormwater facilities; now, therefore

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

Section 1. There is hereby created a new Chapter 14.02 to the Black Diamond Municipal Code which shall be entitled Stormwater Utility.

Section 2. There new Chapter 14.02 shall read as set forth in Exhibit A, attached hereto and by reference incorporated herein.

Section 3. Severability. If any provision of this Ordinance is determined to be invalid or unenforceable for any reason, the remaining provisions of this Ordinance shall remain in force and effect.

Section 4. Effective date. This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication as provided by law. A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

Introduced the 6th day of November, 2008.

Passed by a majority of the City Council at a meeting held on the 6th day of November, 2008.

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Posted: _____

Effective Date: _____

Chapter 14.02**STORMWATER UTILITY****Sections:****14.02.010 Purpose****Definitions****Stormwater and Surface Water****Management Utility Created****Utility Administration Authority****Future Growth****Developed Properties****Calculation of Impervious Ground Cover****Undeveloped Real Property****Public street right-of-ways****Connection Charges****Service Charge Rates****Billing and Collection****Annual review of charges and fees****14.02.010 Purpose**

It is the finding of the City that the stormwater and surface water management utility is necessary in order to promote public health, safety, and welfare by establishing and operating a comprehensive approach to surface and stormwater problems. The purpose of the rates and charges established herein is to provide a method for payment of all or any part of the cost and expense of maintaining and operating stormwater control facilities, all or any part of the cost and expense of planning, designing, establishing, acquiring, developing, constructing, and improving any of such facilities, or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bonds issued for such services. These rates and charges are necessary in order to promote the public health, safety and welfare by minimizing uncontrolled surface and stormwater, erosion, and water pollution, to preserve and utilize the many values of the City's natural drainage system including water quality, open space, fish and wildlife habitat,

recreation, education, urban separation and drainage facilities, and to provide for the comprehensive management and administration of surface and stormwater.

14.02.020 Definitions

The following definitions shall apply in the interpretation and enforcement of this chapter:

1. "*City*" shall mean the City of Black Diamond, Washington.
2. "*Connection Charge*" shall mean that fee charged by the utility to property which is developed which reflects a proportionate share of the utility's capital costs attributable to the newly developed property.
3. "*Developed*" shall mean that condition of real property altered from its natural state by the addition to or construction on such property of impervious ground cover or other manmade physical improvements such that the hydrology of the property or portion thereof is affected.
4. "*Drainage Facility*" shall mean the system of collecting, conveying, and storing surface and stormwater runoff. "Drainage facility" includes but is not limited to a constructed or engineered stream, pipeline, channel, ditch, swamp, lake, wetland, closed depression, infiltration facility, retention/detention facility, erosion/sedimentation control facility, and other drainage structures and appurtenances that provide for drainage.
5. "*Equivalent Residential Unit*" shall mean and be equal to 2,500 square feet of impervious ground cover and is the measure of impervious ground cover to be used by the utility in assessing service charges and general facility charges against each parcel of property.
6. "*Impervious ground cover*" shall mean those hard surfaced areas either which

prevent or retard the entry of water into the soil in the manner that such water entered the soil under natural conditions preexistent to development, or which cause water to run off the surface in greater quantities or at an increased rate of flow than that present under natural conditions preexistent to development, including without limitation such surfaces as roof tops, asphalt or concrete sidewalks, paving, driveways and parking lots, walkways, patio areas, storage areas, and gravel, oiled macadam or other surfaces which similarly affect the natural infiltration or runoff patterns existing prior to development.

7. "*Parcel*" shall mean the smallest separately segregated unit or plot of land having an identified owner, boundaries and surface area which is documented for property tax purposes and given a tax lot number by the King County Assessor.
8. "*Service area*" means the incorporated areas of the City of Black Diamond.
9. "*Service Charge*" shall mean the monthly rate levied by the utility upon all developed real property within the boundaries of the utility.
10. "*Surface and stormwater*" shall mean water originating from rainfall and other precipitation that is found on ground surfaces and in drainage facilities, streams, springs, seeps, ponds, lakes and wetlands as well as shallow ground water.
11. "*Surface and stormwater management services*" shall mean the services provided by the Public Works Department, including, but not limited to, basin planning, facilities maintenance, regulation, financial administration, public involvement, drainage investigation and enforcement, aquatic resource restoration, surface and stormwater quality and environmental

monitoring, natural surface water drainage system planning, intergovernmental relations and facility design and construction.

12. "*System*" shall mean the entire system of storm drainage facilities owned by the utility or over which the utility has control or right of use for the movement and retention of storm and surface waters, including both naturally occurring and manmade facilities.
13. "*Undeveloped*" shall mean that condition of real property unaltered by the construction or addition to such property by man of impervious ground cover or physical manmade improvements of any kind which change the hydrology of the property from its natural state.
14. "*Utility*" shall mean the City of Black Diamond Stormwater and Surface Water Management Utility.

14.02.030 Stormwater and Surface Water Management Utility Created

The City Council creates and established for and on behalf of the citizens of the City a stormwater and surface water management utility, in accordance with and subject to the laws of the state including the establishment of rates and charges therefore. The City Council further establishes that the stormwater and surface water management utility boundaries shall coincide with the legally established boundaries of the City's corporate limits.

14.02.040 Utility Administration Authority

The City's stormwater and surface water management utility herein created shall be administered by the City Public Works Department in such a manner as the City Council shall provide.

14.02.050 Future Growth

It is the finding of the City the comprehensive management of surface and stormwater runoff must include anticipation of future growth and development in the design and improvement of the surface and stormwater management system. Service charge revenue needs shall be based upon the present and future requirements of the surface and stormwater management system, and these needs shall be considered when determining the rates and charges of the utility.

14.02.060 Developed Properties

It is the finding of the City that developed properties contribute to an increase in surface and stormwater runoff to the surface and stormwater management system. This increase in surface and stormwater runoff results in the need to establish rates and charges to finance the City's activities in stormwater and surface water management. Developed properties shall be subject to the rates and charges of the surface water management utility based on their contribution to increase runoff based on the amount of impervious surface areas.

14.02.070 Calculation of Impervious Ground Cover

The City shall calculate the impervious ground cover of each parcel of developed real property within the boundaries of the utility to determine the number of equivalent residential units contained therein; 2,500 square feet of impervious ground cover shall equal one equivalent residential unit. All detached single-family residences and mobile homes are deemed to contain one equivalent residential unit; all duplexes are deemed to contain two equivalent residential units; all triplexes are deemed to contain three equivalent residential units. For all other developed real properties within the utility boundaries, the City shall determine the number of equivalent residential units

contained thereon by dividing the number of square feet of impervious ground cover on each property by 2,500 square feet/ERU; the total thus obtained will be rounded to the nearest half representing the equivalent residential units contained on such property. Each developed parcel of property shall be deemed to contain a minimum of one equivalent residential unit.

14.02.080 Undeveloped Real Property

Properties remaining in an undeveloped condition are deemed not to make use of the services of the utility or of the facilities of the system beyond that used by such property in the natural state. Therefore, no service charge shall be imposed upon undeveloped real property.

14.02.090 Public street right-of-ways

City, County, and/or State roadway right-of-ways are exempt from service charges and general facility charges:

14.02.100 Connection Charges

A connection charge shall be assessed against an owner of real property at the time of issuance of a development permit for any onsite storm or surface water drainage structure or facilities which attach or connect to, or otherwise drain into, the system of drainage facilities or where any additional surface or stormwater run-off is generated and delivered or transported through either natural or person-made watercourses to the utility's system of storm and surface water facilities.

14.02.110 Service Charge Rates

Service charges are hereby imposed on each parcel of real property within the City served by or to which is available for service the stormwater and surface water management utility. The following service charge rate is hereby established for all

parcels of real property in the City: \$13.00 per ERU per month.

14.02.120 Billing and Collection

Stormwater and surface water management utility charges for each parcel of real property within the City shall be computed on a monthly basis. The amount billed shall be included on the city utility bill. All billings, collections, delinquencies, and related administrative matters shall be handled in a manner consistent with the Black Diamond Municipal Code.

14.02.130 Annual review of charges and fees

The charges and fees established by this ordinance and any other ordinances of the City Council establishing charges and fees for the utility shall be reviewed annually by the administrator. Subsequent to such review, the utility shall present to the City Council a yearly budget for the utility and proposed amendments to any rates and charges necessary to enable the city to pay all costs to be incurred by the utility.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Public Hearing Ordinance No. 08-7-873, adopting the 2008-2013 Capital Improvement Plan	Agenda Date: November 6, 2008		AB08-109
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		X
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		
	Finance – May Miller	X	
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$24,913,644	Court – Kaaren Woods		
Fund Source: Various funds; designated revenue			
Timeline: 2008-2013			
Attachments: Ordinance No. 08-873, 2008-2013 Capital Improvement Plan			
<p>The 2008-2013 Capital Improvement Plan is the culmination of several months of intense focus and review of proposed Capital Projects that support the goals of the Capital Facilities element of the Comprehensive Plan as required by the Growth Management Act. The Six Year Capital Improvement Plan brings together in a single consolidated plan all of the City’s current and future capital improvement needs. Projects were proposed by City Council, Council Committees and staff. The plan includes projects for General Government, Streets, Water, Wastewater, and Stormwater. The projects range from providing parks to street improvements, and from water meter replacement to replacement of police cars and city technology.</p> <p>Numerous Council Committee meetings were held, as well as Council study sessions and a public hearing. Matching the long project wish list with available funds proved to be a challenge, but the proposed 2008-2013 Capital Improvement Plan is the best effort to identify the priority capital projects and their planned revenue sources.</p> <p>The 2008 projects identified in the plan will be added to the year end budget change so important work can begin on the leaking roof at the “metal building” that stores various records, the remodel of the old City Hall, and the few other projects planned for 2008. The 2009 projects will be added to the 2009 budget document. Projects will also be individually be brought back to City Council for approval of bids or grant approval.</p> <p>The plan will be updated annually, with the first update planned for next year. Once the plan is adopted the city can apply for those grants that require an adopted Capital Improvement Plan.</p> <p>Adoption of the 2008-2013 Capital Improvement Plan is an important accomplishment for the City of Black Diamond.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Ordinance 08-873, adopting of the 2008-2013 Capital Improvement Plan.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
November 6, 2008			

ORDINANCE NO. 08-873

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON ADDING A NEW CHAPTER 3.60 TO THE BLACK DIAMOND MUNICIPAL CODE, AUTHORIZING THE ADOPTION OF A MULTI-YEAR CAPITAL IMPROVEMENTS PLAN

WHEREAS, acquiring, constructing, maintaining, renovating, and replacing land, equipment, buildings and other infrastructure often requires large sums of money; and

WHEREAS, the sums of money required to acquire, construct, maintain, renovate, and replace land, equipment, buildings and other infrastructure is often more than is available in any one budget cycle; and

WHEREAS, creating a program to plan for future capital costs can help the City to maximize its resources and avoid budget shortfalls when large capital expenditures are required; and

WHEREAS, adopting a capital improvements plan of the type described in this ordinance is necessary for the City to qualify for certain funding sources;

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

Section 1. New chapter (“Capital Improvements Plan.”). A new Chapter 3.60 is hereby added to the Black Diamond Municipal Code, which shall read as follows:

Chapter 3.60 Capital Improvements Plan

Sections:

3.60.010 Definitions

3.60.020 Capital Improvements Plan Authorized

Section 2. New chapter (“Definitions”). A new chapter 3.60.010 is hereby added to the Black Diamond Municipal Code, which shall read as follows:

3.60.010 Definitions

“Capital improvements.” For the purpose of this chapter and any plan adopted under authority of this chapter, capital improvements shall mean the creation or acquisition of any tangible asset, including but not limited to buildings, streets, water and sewer systems, items of equipment, and parks and other real property, or the major maintenance, repair, or betterment of any tangible asset, including but not limited to city buildings, streets, water and sewer systems, items of equipment, and parks and other real property owned or controlled by the city.

“*Capital improvements plan.*” For the purpose of this chapter, capital improvements plan shall mean a multi-year plan, updated annually, that contains the city’s capital improvement projects and the recommended methods of funding these projects.

Section 3. New chapter (“Capital improvements plan authorized”). A new chapter 3.60.020 is hereby added to the Black Diamond Municipal Code, which shall read as follows:

3.60.020 Capital improvements plan authorized.

The city shall develop and adopt a multi-year capital improvements plan. This capital improvements plan shall effectuate the goals expressed in the capital improvements section of the city’s Comprehensive Plan. Any capital improvements plan adopted by the city may authorize expenditures to be made during the same budget year in which the plan is adopted. The capital improvements plan shall be adopted following a public hearing and opportunity to comment by the public.

Section 3. Severability. If any provision of this Ordinance is determined to be invalid or unenforceable for any reason, the remaining provisions of this Ordinance shall remain in force and effect.

Section 4. Effective date. This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication as provided by law. A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

Introduced the 6th day of November, 2008.

Passed by a majority of the City Council at a meeting held on the 6th day of November, 2008.

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____
Posted: _____
Effective Date: _____

CITY OF BLACK DIAMOND

**2008-2013 Capital Improvement Plan
(C I P)**

November 6, 2008

CITY OF BLACK DIAMOND

24301 ROBERTS DRIVE
PO BOX 599
BLACK DIAMOND, WA 98010

Phone: 360-886-2560
Fax: 360-886-2592



Contents

All City CIP Revenue Summary	1
Total Summary by Department.....	2
Public Works Summary	
Revenue Summary	3
Real Estate Excise Tax Analysis (REET 2)	8
Department Summary	9
Street Department	
Expenditure Summary by Project.....	10
T1 General Street Improvements	13
T2 Railroad Avenue Reconstruction.....	14
T3 Lake Sawyer Road ½ Mile Overlay	15
T4 Transportation Impact Fee Study	16
T5 233 rd Ave SE Repair and Overlay	17
T6 Morgan Street Sidewalk Extension	18
T7 Auburn Black Diamond Road Overlay.....	19
T8 Lawson Street and Newcastle Drive Intersection Repair	20
T9 Roberts Drive Pedestrian Trail/Sidewalk	21
T10 SE 288 th Street Overlay	22
T11 BD Ravensdale & SR 169 Intersection Approach	23
T12 SR 169 Widening Lawson and Baker St. Intersection	24
T13 Roberts Drive Reconstruction	25
T14 Pacific Street Neighborhood Improvements	26
T15 Intersection Improvements on Morganville	27
T16 Lake Sawyer Road Culvert and Guardrail	28
T17 Jones Lake Road and SR 169 Intersection Improvements.....	29
Water Department	
Expenditure Summary by Project.....	30
W1 Railroad Avenue Water Main Upgrade.....	31
W2 Springs Transmission Main Replacement Phase 1	32
W3 Springs Transmission Main Replacement Phase 2	33
W4 Roberts Drive Water Line Replacement.....	34
W5 Meter Replacement Program	35
W6 Pacific Street Water Line Loop.....	36
W7 Public works Yard Improvements.....	37
W8 Palmer Coking Coal Water Line Improvements	38
Wastewater Department	
Expenditure Summary by Project.....	39
S1 Infiltration and Inflow Reduction Program	40
S2 Replace Old Lawson Lift Station	41

Wastewater Department, cont.	
S3 Preserving Wastewater Treatment Plant for Future Use	42
S4 Wastewater Comprehensive Plan Supplement	43
S5 Cedarbrook Sewer Main	44
S6 Manhole Rehabilitation	45
S7 West Black Diamond Wastewater Lift Station	46
S8 Morganville Wastewater Lift Station Improvement	47
S9 South Black Diamond Wastewater Trunk Extension	48
Stormwater Department	
Expenditure Summary by Project	49
D1 Stormwater Comp Plan	50
General Government Summary	
Revenue Summary	51
Real Estate Excise Tax Analysis (REET 1)	54
Department Summary	55
City Facilities	
Expenditure Summary by Project	56
A1 Metal Building Upgrades	57
A2 City Hall and Court Remodel	58
A3 Purchase Pool Car	59
A4 Space Study	60
Information Technology	
Expenditure Summary by Project	61
I1 City Technology Upgrades	62
I2 Police Records System Replacement	63
I3 Police Technology Upgrades	64
Police Department	
Expenditure Summary by Project	65
L1 Patrol Car Replacement Program	66
L2 Police Firearms Equipment	68
Parks Department	
Expenditure Summary by Project	69
P1 Improvements to Existing Skate Park	70
P2 Union Stump Memorial Park	71
P3 Lake Sawyer Boat Launch Improvements	72
P4 Grant Matching Funds	73
P5 Trail System Development	74
P6 BMX Park Course	75
P7 Lake Sawyer Regional Park	76
P8 Eagle Creek Park Upgrades	77
P9 Park and Cemetery Mowers and Equipment	78



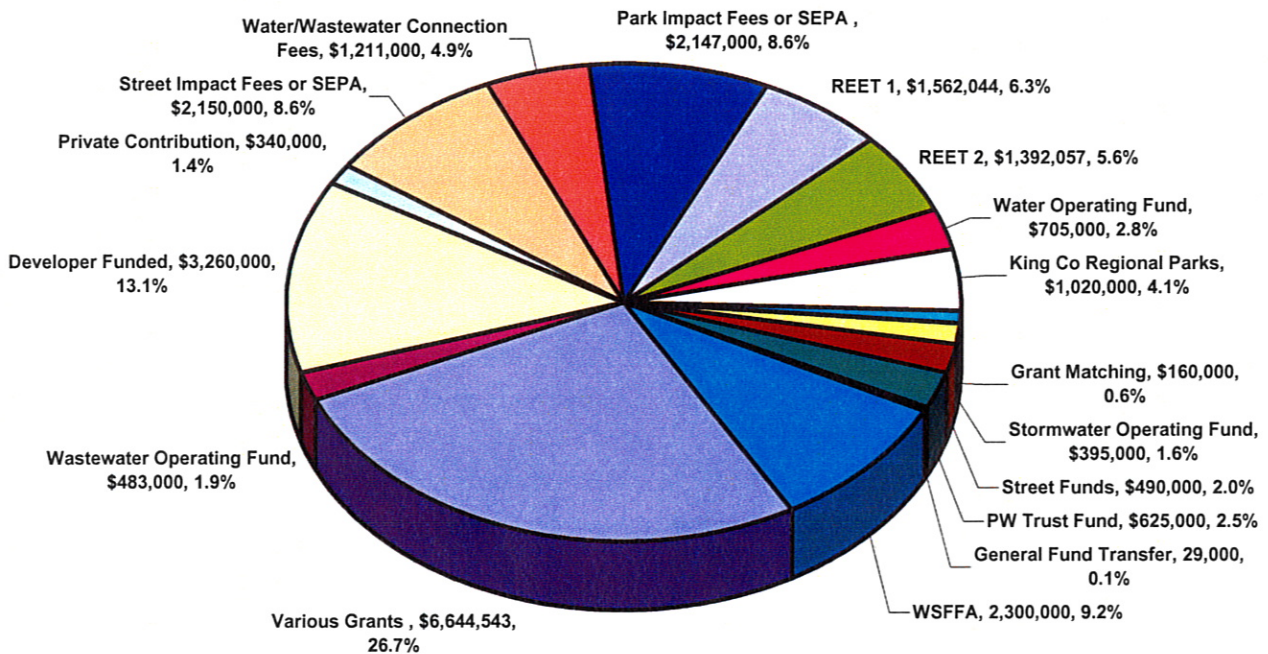
CIP All Funds Revenue Summary

Capital Improvement Program 2008 - 2013

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
Various Grants	6,644,543	315,000	1,247,943	473,600	1,778,000	1,710,000	1,120,000
Developer Funded	3,260,000		300,000	120,000	1,200,000	100,000	1,540,000
Street Impact Fees or SEPA	2,150,000					450,000	1,700,000
Water/Wastewater Connection Fees	1,211,000	17,000	152,000	57,000	484,000	267,000	234,000
WSFFA	2,300,000	50,000	1,250,000	1,000,000			
Park Impact Fees or SEPA	2,147,000				500,000		1,647,000
Real Estate Excise Taxes 1	1,562,044	138,500	468,200	342,300	192,715	197,502	222,827
Real Estate Excise Taxes 2	1,392,057		662,057	220,000	295,000	155,000	60,000
Water Operating Fund	705,000	20,000	70,000	70,000	55,000	120,000	370,000
King Co Regional Parks	1,020,000		10,000	10,000		1,000,000	
Stormwater Operating Fund	395,000	75,000				100,000	220,000
Street Funds	490,000	40,000	30,000	30,000	30,000	230,000	130,000
PW Trust Fund	625,000					625,000	
Wastewater Operating Fund	483,000	3,000	68,000	3,000	68,000	188,000	153,000
Grant Matching	160,000				160,000		
Private Contribution	340,000			100,000	100,000	100,000	40,000
General Fund Transfer	29,000	29,000					
TOTAL SOURCES	\$24,913,644	\$687,500	\$4,258,200	\$2,425,900	\$4,862,715	\$5,242,502	\$7,436,827

Total: \$24,913,644





Total Summary by Department

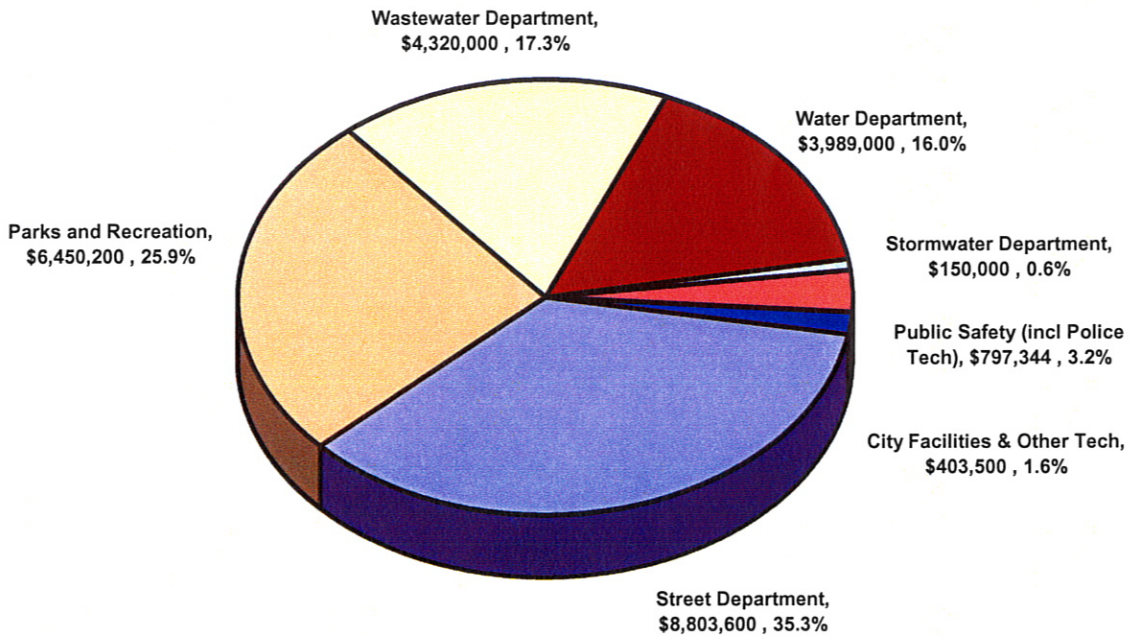
Capital Improvement Program 2008 - 2013

REQUESTED FUNDING BY DEPARTMENT

	Total \$ Project	2008	2009	2010	2011	2012	2013
Street Department	8,803,600	230,000	1,590,000	843,600	1,475,000	1,155,000	3,510,000
Parks and Recreation	6,450,200	79,000	203,200	147,000	1,440,000	2,812,000	1,769,000
Wastewater Department	4,320,000	20,000	520,000	160,000	1,400,000	960,000	1,260,000
Water Department	3,989,000	70,000	1,625,000	1,070,000	407,000	120,000	697,000
Stormwater Department	150,000	150,000					
Public Safety (incl Police Tech)	797,344	45,000	215,000	115,300	105,715	155,502	160,827
City Facilities & Other Tech	403,500	93,500	105,000	90,000	35,000	40,000	40,000
TOTAL SOURCES	\$24,913,644	\$687,500	\$4,258,200	\$2,425,900	\$4,862,715	\$5,242,502	\$7,436,827

NOTE: The Fire Department Capital Improvement Plan will be added in 2009

Total: \$24,913,644



ONGOING OPERATING COSTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
Maintenance	460,000		50,000	50,000	70,000	80,000	210,000
Debt Repayment	193,470		20,000	20,000	51,260	51,160	51,050
TOTAL OPERATING	\$653,470		\$70,000	\$70,000	\$121,260	\$131,160	\$261,050



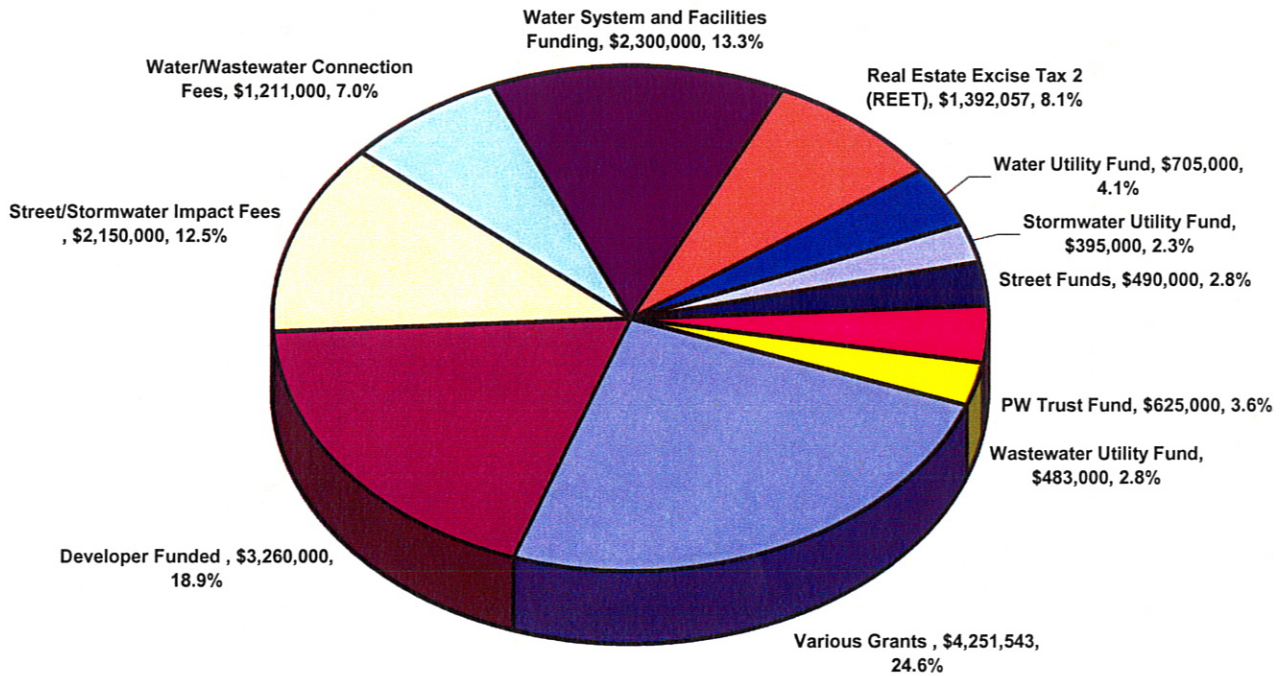
CIP Public Works Revenue Summary

Capital Improvement Program 2008 - 2013

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
Various Grants	4,251,543	265,000	1,202,943	573,600	1,150,000	0	1,060,000
Developer Funded	3,260,000	0	300,000	120,000	1,200,000	100,000	1,540,000
Street/Stormwater Impact Fees	2,150,000	0	0	0	0	450,000	1,700,000
Water/Wastewater Connection Fees	1,211,000	17,000	152,000	57,000	484,000	267,000	234,000
Water System and Facilities Funding	2,300,000	50,000	1,250,000	1,000,000	0	0	0
Real Estate Excise Tax 2 (REET)	1,392,057	0	662,057	220,000	295,000	155,000	60,000
Water Utility Fund	705,000	20,000	70,000	70,000	55,000	120,000	370,000
Stormwater Utility Fund	395,000	75,000	0	0	0	100,000	220,000
Street Funds	490,000	40,000	30,000	30,000	30,000	230,000	130,000
PW Trust Fund	625,000	0	0	0	0	625,000	0
Wastewater Utility Fund	483,000	3,000	68,000	3,000	68,000	188,000	153,000
TOTAL SOURCES	\$17,262,600	\$470,000	\$3,735,000	\$2,073,600	\$3,282,000	\$2,235,000	\$5,467,000

Total: \$17,262,600





CIP Public Works Revenue Summary

Capital Improvement Program 2008 - 2013

Key to Projects in the CIP:
 T = Street
 S = Wastewater
 D = Stormwater
 W = Water

		2008	2009	2010	2011	2012	2013
REQUESTED FUNDING							
REET 2	Total \$ Project						
T2	Railroad Avenue Reconstruction	322,057					
T4	Transportation Impact Fee Study	80,000	322,057				
T5	233rd Ave SE Repair and Overlay	35,000	80,000				
T8	Lawson Street & Newcastle Drive Intersection Repair	25,000	35,000				
T9	Roberts Drive Pedestrian Trail/Sidewalk	330,000	25,000	150,000	180,000		
T10	SE 288th Street Overlay	70,000		70,000			
T11	B.D./Ravensdale & SR169 Intersection Approach	70,000			70,000		
T13	Roberts Drive Reconstruction	100,000			45,000		
T14	Pacific Street Neighborhood Improvements	100,000				100,000	
T15	Intersection Improvements in Morganville	40,000					40,000
T16	Lake Sawyer Road Culvert and Guardrail	20,000					20,000
W1	Railroad Avenue Water Main Upgrade	200,000	200,000				
	Total REET 2	1,392,057	662,057	220,000	295,000	155,000	60,000
Street Fund							
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000
T2	Railroad Avenue Reconstruction	10,000	10,000				
T12	SR-169 Widening Lawson & Baker Street Intersections	100,000				100,000	
T14	Pacific Street Neighborhood Improvements	100,000				100,000	
W7	Public Works Yard Improvements	100,000					100,000
	Total Street Fund Funding	490,000	40,000	30,000	30,000	230,000	130,000
Water Operating Fund							
T13	Roberts Drive Reconstruction	200,000					200,000
T14	Pacific Street Neighborhood Improvements	120,000				120,000	
W1	Railroad Avenue Water Main Upgrade	20,000	20,000				
W5	Meter Replacement Program	195,000	70,000	70,000	55,000		150,000
W7	Public Works Yard Improvements	150,000					20,000
W8	Palmer Coking Coal W/L Improvements	20,000					



CIP Public Works Revenue Summary

Capital Improvement Program 2008 - 2013

Key to Projects in the CIP:
 T = Street
 S = Wastewater
 D = Stormwater
 W = Water

REQUESTED FUNDING

	2008	2009	2010	2011	2012	2013
Total Water Operating Fund	20,000	70,000	70,000	55,000	120,000	370,000
Wastewater Operating Fund						150,000
W7 Public Works Yard Improvements						150,000
S2 Replace Lawson Lift Station		50,000				
S3 Preserving the Wastewater Treatment Plant		15,000				
S5 Cedarbrook Sewer Main				15,000	35,000	
S6 Manhole Rehabilitation	3,000	3,000	3,000	3,000	3,000	3,000
S8 Morganville Sewer Lift Station Improvement				50,000	150,000	
Total Wastewater Operating Fund	3,000	68,000	3,000	68,000	188,000	153,000
Stormwater Operating Fund						100,000
T13 Roberts Drive Reconstruction	100,000					100,000
T14 Pacific Street Neighborhood Improvements	100,000				100,000	
T16 Lake Sawyer Road Culvert and Guardrail	20,000					20,000
D1 Storm Water Comprehensive Plan	75,000					
W7 Public Works Yard Improvements	100,000					100,000
Total Stormwater Operating Fund	75,000				100,000	220,000
Street Impact or SEPA Fees						1,100,000
T12 SR-169 Widening Lawson & Baker Street Intersections	1,250,000				150,000	1,100,000
T13 Roberts Drive Reconstruction	900,000				300,000	600,000
Total Street Impact or SEPA Fees	2,150,000				450,000	1,700,000
Water System and Facilities Funding Agreement (WSFFA)						1,000,000
W2 Springs Transmission Main Replacement Phase 1	50,000	1,100,000				
W3 Springs Transmission Main Replacement Phase 2		150,000	1,000,000			
Total Water System and Facilities Funding Agreement (WSFFA)	50,000	1,250,000	1,000,000			
Water Connection Fees						352,000
W4 Roberts Drive Water Line Replacement	352,000					352,000
W6 Pacific Street Water Line Loop	120,000					120,000



CIP Public Works Revenue Summary

Capital Improvement Program 2008 - 2013

Key to Projects in the CIP:
 T = Street
 S = Wastewater
 D = Stormwater
 W = Water

REQUESTED FUNDING

	2008	2009	2010	2011	2012	2013
W8 Palmer Coking Coal W/L Improvements	177,000					177,000
Total Water Connection Fees	649,000			352,000	120,000	177,000

Wastewater Connection Fees

S1 Infiltration and Inflow Reduction Program	260,000					
S3 Preserving and Preparing the WWTP for future use	15,000	50,000	50,000	50,000	50,000	50,000
S4 Wastewater Comprehensive Plan Supplement	80,000	15,000				
S5 Cedarbrook Sewer Main	165,000	80,000				
S6 Manhole Rehabilitation	42,000	7,000	7,000	7,000	7,000	7,000
Total Wastewater Connection Fees	562,000	152,000	57,000	132,000	147,000	57,000

Grants

D1 Stormwater Comprehensive Plan	75,000					
T2 Railroad Avenue Reconstruction	967,943	877,943				
T3 Lake Sawyer Road 1/2 Mile overlay	100,000					
T7 Auburn Black Diamond Road Overlay	100,000	100,000				
T10 SE 288th Street Overlay	160,000		160,000			
T13 Roberts Drive Reconstruction	800,000					800,000
W1 Railroad Avenue Water Main Upgrade	105,000					
T6 Morgan Street Sidewalk Extension Phase II	533,600	120,000	413,600			
T9 Roberts Drive Pedestrian Trail/Sidewalk	1,150,000			1,150,000		
T16 Lake Sawyer Road Culvert and Guardrail	260,000					260,000
Total Grants	4,251,543	1,202,943	573,600	1,150,000		1,060,000

Developer, Private Contribution or LID Funded

T9 Roberts Drive Pedestrian Trail/Sidewalk	20,000		20,000			
T14 Pacific Street Neighborhood Improvements	100,000				100,000	
T15 Intersection Improvements in Morgantown	40,000					40,000
T17 Jones Lk. Road & SR 169 Intersection Improvements	300,000					300,000
S7 West Black Diamond Sewer Lift Station	1,600,000	300,000	100,000		1,200,000	
S9 South Black Diamond Sewer Trunk Extension	1,200,000					1,200,000
Total Developer, Private Contribution or LID Funded	3,260,000	300,000	120,000	1,200,000	100,000	1,540,000



CIP Public Works Revenue Summary

Capital Improvement Program 2008 - 2013

Key to Projects in the CIP:
 T = Street
 S = Wastewater
 D = Stormwater
 W = Water

REQUESTED FUNDING

	2008	2009	2010	2011	2012	2013
PW Trust Fund						
S5 Cedarbrook Sewer Main	625,000				625,000	
Total PW Trust Fund	625,000				625,000	
Grand Total Public Works CIP Funding	17,262,600	3,735,000	2,073,600	3,282,000	2,235,000	5,467,000



REET 2 ANALYSIS SUMMARY

Capital Improvement Program 2008 - 2013

Real Estate Excise Tax Analysis

Key to Projects in the CIP:

T = Street
S = Sewer
D = Storm Water
W = Water

REET 2 - REVENUE ANALYSIS

	2008	2009	2010	2011	2012	2013
Beginning Fund Balance	1,014,595	1,089,595	493,882	383,760	250,272	304,032
1/4 of 1% REET	50,000	50,000	100,000	150,000	200,000	250,000
Interest	25,000	16,344	9,878	11,513	8,760	12,161
Available Balance	1,089,595	1,155,939	603,760	545,272	459,032	566,193
REET 2 Projects						
W1 Rail Road Ave Water Main Upgrade		200,000				
T2 Rail Road Avenue Reconstruction		322,057				
T4 Transportation Impact Fee Study		80,000				
T5 233rd Ave SE Repair and Overlay		35,000				
T8 Lawson Street & Newcastle Drive Intersection Repair		25,000				
T9 Roberts Drive Pedestrian Trail/Sidewalk			150,000	180,000		
T10 SE 288th Street Overlay			70,000			
T11 B.D./Ravensdale & SR169 Intersection Approach				70,000		
T13 Roberts Drive Reconstruction				45,000	55,000	
T14 Pacific Street Neighborhood Improvements					100,000	
T15 Intersection Improvements in Morganville						40,000
T16 Lake Sawyer Road Culvert and Guardrail						20,000
Total REET 2 Projects		662,057	220,000	295,000	155,000	60,000
Ending Fund Balance	1,089,595	493,882	383,760	250,272	304,032	506,193



Public Works Department Summary

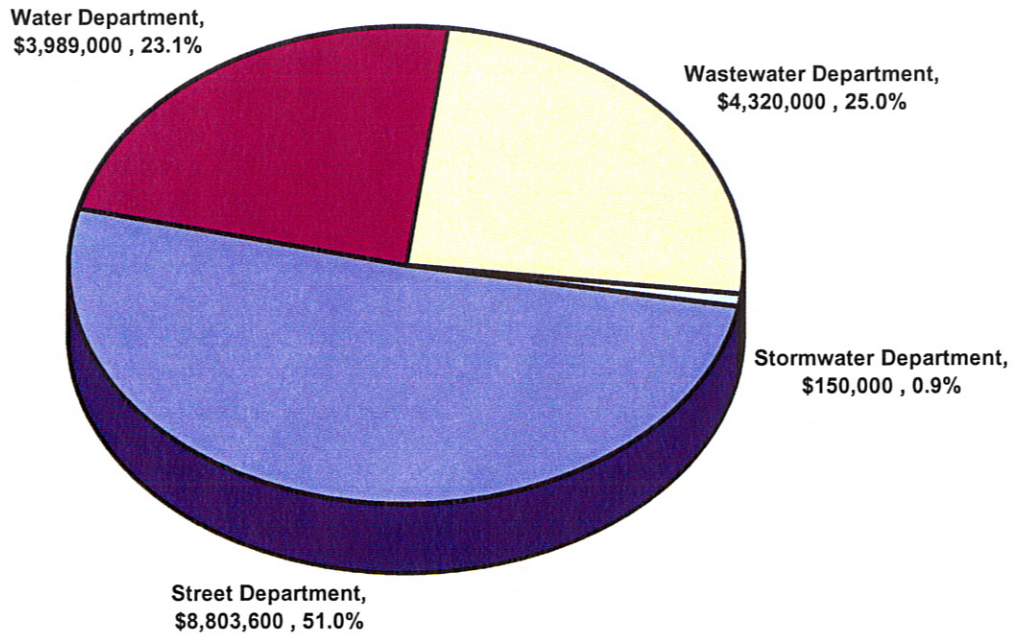
Capital Improvement Program 2008 - 2013

Key to Projects in the CIP:
 T = Street
 D = Storm Water
 W = Water
 S = Sewer

REQUESTED FUNDING BY DEPARTMENT

	Total \$ Project	2008	2009	2010	2011	2012	2013
Street Department	8,803,600	230,000	1,590,000	923,600	1,400,000	1,150,000	3,510,000
Water Department	3,989,000	70,000	1,625,000	1,070,000	407,000	120,000	697,000
Wastewater Department	4,320,000	20,000	520,000	160,000	1,400,000	960,000	1,260,000
Stormwater Department	150,000	150,000					
TOTAL SOURCES	\$17,262,600	\$470,000	\$3,735,000	\$2,153,600	\$3,207,000	\$2,230,000	\$5,467,000

Total: \$17,262,600



ONGOING OPERATING COSTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
S2 Infil Reduct Syst MAINT	100,000		20,000	20,000	20,000	20,000	20,000
S5 Cedarbrook Wastewater DEBT	93,470				31,260	31,160	31,050
S7 W BD Sewer Lift MAINT	60,000				20,000	20,000	20,000
D1 Wastewater Comp Plan DEBT	100,000		20,000	20,000	20,000	20,000	20,000
T13 Roberts Drive MAINT	10,000						10,000
TOTAL OPERATING	\$363,470		\$40,000	\$40,000	\$91,260	\$91,160	\$101,050

Street Department (Transportation Projects)

Capital Improvement Program 2008 - 2013

Expenditure Summary by Project

Project Name	Total \$ Requested	2008	2009	2010	2011	2012	2013
T1 General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2 Railroad Avenue Reconstruction	1,300,000	100,000	1,200,000				
T3 Lake Sawyer Road 1/2 Mile overlay	100,000	100,000					
T4 Transportation Impact Fee Study	80,000		80,000				
T5 233rd Ave SE Repair and Overlay	35,000		35,000				
T6 Morgan Street Sidewalk Extension Phase II	533,600		120,000	413,600			
T7 Auburn Black Diamond Road Overlay	100,000		100,000				
T8 Lawson Street & Newcastle Drive Intersection Repair	25,000		25,000				
T9 Roberts Drive Pedestrian Trail/Sidewalk	1,500,000			170,000	1,330,000		
T10 SE 288th Street Overlay	230,000			230,000			
T11 B.D./Ravensdale & SR169 Intersection Approach	70,000				70,000		
T12 SR-169 Widening Lawson & Baker Street Intersections	1,350,000					250,000	1,100,000
T13 Roberts Drive Reconstruction	2,100,000				45,000	355,000	1,700,000
T14 Pacific Street Neighborhood Improvements	520,000					520,000	
T15 Intersection Improvements in Morganville	80,000						80,000
T16 Lake Sawyer Road Culvert and Guardrail	300,000						300,000
T17 Jones Lk. Road & SR 169 Intersection Improvements	300,000						300,000
TOTAL EXPENDITURES	8,803,600	230,000	1,590,000	843,600	1,475,000	1,155,000	3,510,000

Funding Sources

Project	Total \$	2008	2009	2010	2011	2012	2013
Transportation Improvement Board Grants							
T2 Railroad Avenue Reconstruction	967,943	90,000	877,943				
T3 Lake Sawyer Road 1/2 Mile overlay	100,000	100,000					
T7 Auburn Black Diamond Road Overlay	100,000		100,000				
T10 SE 288th Street Overlay	160,000			160,000			
T13 Roberts Drive Reconstruction	800,000						800,000
Total TIB Grants	2,127,943	190,000	977,943	160,000			800,000
Community Development Block Grants							
T6 Morgan Street Sidewalk Extension Phase II	533,600		120,000	413,600			
Total CDBG Grants	533,600		120,000	413,600			

		Total \$	2008	2009	2010	2011	2012	2013
		Project						
Grants Other								
T9	Roberts Drive Pedestrian Trail/Sidewalk	1,150,000				1,150,000		
T16	Lake Sawyer Road Culvert and Guardrail	260,000						260,000
	Total Grants Other	1,410,000				1,150,000		260,000
	Total Grant Funding	4,071,543	190,000	1,097,943	573,600	1,150,000		1,060,000
Water Utility Funding								
T13	Roberts Drive Reconstruction	200,000					120,000	200,000
T14	Pacific Street Neighborhood Improvements	120,000					120,000	200,000
	Total Water Utility Funding	320,000						
Stormwater Utility Funding								
T2	Railroad Avenue Reconstruction	100,000						100,000
T13	Roberts Drive Reconstruction	100,000					100,000	
T14	Pacific Street Neighborhood Improvements	100,000						20,000
T16	Lake Sawyer Road Culvert and Guardrail	20,000					100,000	120,000
	Total Drainage Utility Funding	220,000						
Street Fund Funding								
T1	General Street Improvement	180,000	30,000	30,000	30,000	30,000	30,000	30,000
T2	Railroad Avenue Reconstruction	10,000	10,000					
T6	Morgan Street Sidewalk Extension Phase II	100,000					100,000	
T12	SR-169 Widening Lawson & Baker Street Intersections	100,000					100,000	
T14	Pacific Street Neighborhood Improvements	100,000						100,000
	Total Street Fund Funding	390,000	40,000	30,000	30,000	30,000	230,000	30,000
Street Impact Fees								
T12	SR-169 Widening Lawson & Baker Street Intersections	1,250,000					150,000	1,100,000
T13	Roberts Drive Reconstruction	900,000					300,000	600,000
	Total Street Impact Fee Funding	2,150,000					450,000	1,700,000
Real Estate Excise Tax 2 Funding								
T2	Railroad Avenue Reconstruction	322,057		322,057				
T4	Transportation Impact Fee Study	80,000		80,000				
T5	233rd Ave SE Repair and Overlay	35,000		35,000				
T8	Lawson Street & Newcastle Drive Intersection Repair	25,000		25,000				
T9	Roberts Drive Pedestrian Trail/Sidewalk	330,000			150,000	180,000		
T10	SE 288th Street Overlay	70,000			70,000			
T11	B.D./Ravensdale & SR169 Intersection Approach	70,000				70,000		
T13	Roberts Drive Reconstruction	100,000				45,000	55,000	
T14	Pacific Street Neighborhood Improvements	100,000					100,000	
T15	Intersection Improvements in Morganville	40,000						40,000
T16	Lake Sawyer Road Culvert and Guardrail	20,000						20,000
	Total REET 2 Funding	1,192,057	462,057	220,000	295,000	155,000	60,000	60,000

	Total \$ Project	2008	2009	2010	2011	2012	2013
Developer Funded or LID							
T15 Intersection Improvements in Morganville	40,000						40,000
T14 Pacific Street Neighborhood Improvements	100,000					100,000	
T17 Jones Lk. Road & SR 169 Intersection Improvements	300,000						300,000
T9 Roberts Drive Pedestrian Trail/Sidewalk	20,000			20,000			
Total Developer or LID Funded	460,000			20,000		100,000	340,000
Total Street Projects	8,803,600	230,000	1,590,000	843,600	1,475,000	1,155,000	3,510,000



Capital Improvement Program 2008 - 2013

Project for the	Street	Department	# T4
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PROJECT TITLE	Transportation Impact Fee Study
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DESCRIPTION	Model the traffic growth in the City out 10 and 20 years, determining which transportation capacity projects are needed to maintain a "C" level of service. Determine what the City and developer share of the cost of funding the capacity projects. Establish a traffic impact fee ordinance that finances the projects to handle 20 years of traffic growth.
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BACKGROUND	The City currently is dealing with traffic impacts of Master Planned Developments through the State Environmental Policy Act process. Under the State Environmental Policy Act the developer will need to mitigate portions of the street system that drop below the accepted level of service. A Traffic Impact Fee program will evaluate the needs of the entire City and supplement funding from development for the gaps not addressed through the State Environmental Policy Act and the development process.
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COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering	80,000		80,000				
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay							
Contingency							
TOTAL COSTS	\$80,000		\$80,000				

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Impact Fees							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2	80,000		80,000				
PW Trust Fund							
Other							
TOTAL SOURCES	\$80,000		\$80,000				

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the	Street	Department	# T6
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PROJECT TITLE	Morgan Street Sidewalk Extension Phase II
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DESCRIPTION	Install Sidewalk, curb, gutter on the north side of Morgan Street from Abrams to Roberts Drive.
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BACKGROUND	The need for sidewalks along Morgan Street is increasing because pedestrian traffic is growing. The staff has applied for two grants and is suggesting that the City provide inspections and project management in house.
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COMMENTS	If the grants are not received this project should be put on hold. Over a long period of time the sidewalks could be installed as frontage improvements along with redevelopment along the corridor.
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	Total \$ Requested	2008	2009	2010	2011	2012	2013
CAPITAL PROJECT COSTS							
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	60,000		60,000				
Design Engineering	60,000		60,000				
Construction Costs	413,600			413,600			
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$533,600		\$120,000	\$413,600			

	Total \$ Project	2008	2009	2010	2011	2012	2013
REQUESTED FUNDING							
Grants	533,600		120,000	413,600			
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Impact Fees							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
PW Trust Fund							
Other							
TOTAL SOURCES	\$533,600		\$120,000	\$413,600			

	Total \$ Requested	2008	2009	2010	2011	2012	2013
NON CAPITAL OPERATING COSTS							
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the	Street	Department	# T7
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PROJECT TITLE	Auburn Black Diamond Road Overlay
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DESCRIPTION	Repair and overlay the existing roadway from Bruckner's Way to the west city limits approximately 2,600 feet depending on the available funding.
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BACKGROUND	This portion of roadway needs to be overlaid before the structural integrity of the pavement section is compromised. The City will be applying for Transportation Improvement Board preservation funds
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COMMENTS	If the street is not overlaid in the next few years the roadway will need to be ground up, regraded and paved at a much higher cost.
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	Total \$ Requested	2008	2009	2010	2011	2012	2013
CAPITAL PROJECT COSTS							
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	5,000		5,000				
Design Engineering							
Construction Costs	95,000		95,000				
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$100,000		\$100,000				

	Total \$ Project	2008	2009	2010	2011	2012	2013
REQUESTED FUNDING							
Grants	100,000		100,000				
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Impact Fees							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
PW Trust Fund							
Other							
TOTAL SOURCES	\$100,000		\$100,000				

	Total \$ Requested	2008	2009	2010	2011	2012	2013
NON CAPITAL OPERATING COSTS							
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the	Street	Department	# T8
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PROJECT TITLE	Lawson Street & Newcastle Drive Intersection Repair
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DESCRIPTION	Repair and Overlay existing intersection.
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BACKGROUND	The shoulders of the road have sunk and some roadway patches have failed. The road base needs to be established in several locations and portions of the road reconstructed.
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COMMENTS	Reconstruction will avoid higher ongoing maintenance costs.
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CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	25,000		25,000				
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$25,000		\$25,000				

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Impact Fees							
Real Estate Tax Excise Tax 1							
Real Estate Tax Excise Tax 2	25,000		25,000				
PW Trust Fund							
Other							
TOTAL SOURCES	\$25,000		\$25,000				

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Other (specify)							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the Streets Department # T14

PROJECT TITLE Pacific Street Neighborhood Improvements

DESCRIPTION Widen and pave existing gravel roads. Install storm drainage improvements.

BACKGROUND Gravel road requires a higher level of maintenance and generate much more citizen complaints than paved streets.

COMMENTS There are some outstanding obligations from some past development that may affect the project limits or schedule. Various infrastructure improvements are needed in this area as well.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	70,000					70,000	
Construction Costs	450,000					450,000	
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$520,000					\$520,000	

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund	120,000					120,000	
Wastewater Utility Fund							
Stormwater Utility Fund	100,000					100,000	
Street Funds	100,000					100,000	
Impact Fees or Developer							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2	100,000					100,000	
PW Trust Fund							
Private Contribution	100,000					100,000	
TOTAL SOURCES	\$520,000					\$520,000	

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Other (specify)							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the _____ **Street** _____ **Department** _____ **# T15**

PROJECT TITLE **Intersection Improvements in Morganville**

DESCRIPTION Design roadway intersections , determine right of way needs.

BACKGROUND There is inadequate right-of-way and the corners are too sharp at the intersections in this neighborhood. The trucks and long wheel base vehicles cut the corner and cause damage to the roadway and occasionally damage private property.

COMMENTS Note these preliminary efforts do not include construction and acquiring of the right-of-way.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way	40,000						40,000
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	40,000						40,000
Construction Costs							
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$80,000						\$80,000

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Impact Fees							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2	40,000						40,000
Private Contribution	40,000						40,000
Other							
TOTAL SOURCES	\$80,000						\$80,000

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Other (specify)							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the	Street	Department	# T17
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PROJECT TITLE	Jones Lk. Road & SR 169 Intersection Improvements
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DESCRIPTION	Left turn lanes or refuge lanes will be needed to handle the additional traffic access SR 169.
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BACKGROUND	This is a capacity adding project. The SE Loop connector as identified in the comprehensive plan needs to connect to SR 169 at Jones Lake Road. The City may need to take the lead in acquiring key right-of-way. Where as this is a capacity adding project, funding will come from from traffic impact fees or SEPA mitigation fees.
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COMMENTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
CAPITAL PROJECT COSTS							
Land/Right of Way	250,000						250,000
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	50,000						50,000
Construction Costs							
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$300,000						\$300,000

	Total \$ Project	2008	2009	2010	2011	2012	2013
REQUESTED FUNDING							
Grants (specify)							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Street Impact Fees							
REET 1							
REET 2							
PW Trust Fund							
Developer Funded	300,000						300,000
TOTAL SOURCES	\$300,000						\$300,000

	Total \$ Requested	2008	2009	2010	2011	2012	2013
NON CAPITAL OPERATING COSTS							
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							

Water Department

Capital Improvement Program 2008 - 2013

Expenditure Summary by Project

Project Name	Total \$ Requested	2008	2009	2010	2011	2012	2013
W1 Railroad Avenue Water Main Upgrade	325,000	20,000	305,000				
W2 Springs Transmission Main Replacement Phase 1	1,150,000	50,000	1,100,000				
W3 Springs Transmission Main Replacement Phase 2	1,150,000	150,000	1,000,000				
W4 Roberts Drive Water Line Replacement	352,000				352,000		
W5 Meter Replacement Program	195,000		70,000	70,000	55,000		
W6 Pacific Street Water Line Loop	120,000					120,000	
W7 Public Works Yard Improvements	500,000						500,000
W8 Palmer Coking Coal W/L Improvements	197,000						197,000
TOTAL EXPENDITURES	3,989,000	70,000	1,625,000	1,070,000	407,000	120,000	697,000

Funding Sources

	Total \$ Project	2008	2009	2010	2011	2012	2013
TIB Grant Funding							
W1 Railroad Avenue Water Main Upgrade	105,000		105,000				
Total Grant Funding	105,000		105,000				
Water Utility Funding							
W1 Railroad Avenue Water Main Upgrade	20,000	20,000					
W5 Meter Replacement Program	195,000		70,000	70,000	55,000		150,000
W7 Public Works Yard Improvements	150,000						20,000
W8 Palmer Coking Coal W/L Improvements	20,000						170,000
Total Water Utility Funding	385,000	20,000	70,000	70,000	55,000		
Wastewater Utility Funding							
W7 Public Works Yard Improvements	150,000						150,000
Total Wastewater Utility Funding	150,000						
Stormwater Utility Funding							
W7 Public Works Yard Improvements	100,000						100,000
Total Stormwater Fund Funding	100,000						
Street Fund							
W7 Public Works Yard Improvements	100,000						100,000
Total Street Impact Fees	100,000						
REET 2							
W1 Railroad Avenue Water Main Upgrade	200,000		200,000				
Total REET 2	200,000		200,000				
Water System and Facilities Funding Agreement (WSFFA)							
W2 Springs Transmission Main Replacement Phase 1	1,150,000	50,000	1,100,000				
W3 Springs Transmission Main Replacement Phase 2	1,150,000	150,000	1,000,000				
Total WSFFA Funds	2,300,000	50,000	1,250,000	1,000,000			
Water Connection Fees							
W4 Roberts Drive Water Line Replacement	352,000				352,000		
W6 Pacific Street Water Line Loop	120,000					120,000	
W8 Palmer Coking Coal W/L Improvements	177,000						177,000
Total Water Connection Fees	649,000				352,000	120,000	177,000
Total Water Projects	3,989,000	70,000	1,625,000	1,070,000	407,000	120,000	697,000



Capital Improvement Program 2008 - 2013

Project for the Water Department # W3

PROJECT TITLE Springs Transmission Main Replacement Phase 2

DESCRIPTION Improvements to the springs and the points of collection. Replacement of 1,300 lineal ft. of piping from the springs across the Green River to the North Bank Pump Station.

BACKGROUND Further study is needed to determine the best alternative for piping drinking water from the springs to the North Bank Pump Station.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	50,000		50,000				
Design Engineering	100,000		100,000				
Construction Costs	1,000,000			1,000,000			
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$1,150,000		\$150,000	\$1,000,000			

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Water Connection Fees							
Real Estate Excise Tax 2							
Water Syst & Fac. Funding Agrmt.	1,150,000		150,000	1,000,000			
TOTAL SOURCES	\$1,150,000		\$150,000	\$1,000,000			

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries and Benefits							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the Water Department # W5

PROJECT TITLE Meter Replacement Program

DESCRIPTION Replace approximately 300 meters per year at \$230 per meter. This includes radio read, software, training and appurtenance.

BACKGROUND The bulk of the meters are about 15 years old and are only guaranteed for 10 years. As meters age they run slower which means lost revenue. City staff will install the new meters.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	195,000		70,000	70,000	55,000		
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$195,000		\$70,000	\$70,000	\$55,000		

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund	195,000		70,000	70,000	55,000		
Stormwater Utility Fund							
Street Funds							
Water Connection Fees							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
Other (specify)							
TOTAL SOURCES	\$195,000		\$70,000	\$70,000	\$55,000		

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries and Benefits							
Other (specify)							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the Water Department W8

PROJECT TITLE **Palmer Coking Coal W/L Improvements**

DESCRIPTION Replace 1000 ft. of 6 inch AC with 12 inch DI water main. Replace 230 ft. of 4 inch AC with 12 inch DI in 3rd Street north of Roberts Drive.

BACKGROUND This project is needed to replace AC pipe, address flow velocities that exceed 10 ft. per second, strengthen the redundant looping of the water mains to the north commercial area.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	20,000						20,000
Construction Costs	177,000						177,000
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$197,000						\$197,000

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (specify)							
Water Utility Fund	20,000						20,000
Stormwater Utility Fund							
Street Funds							
Connection Fees or Developer cont.	177,000						177,000
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
Other (specify)							
TOTAL SOURCES	\$197,000						\$197,000

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries and Benefits							
Other (specify)							
TOTAL OPERATING							

Wastewater Department

Capital Improvement Program 2008 - 2013

Expenditure Summary by Project

Project Name	Total \$ Requested	2008	2009	2010	2011	2012	2013
		S1	260,000	10,000	50,000	50,000	50,000
S2	50,000		50,000				
S3	30,000		30,000				
S4	80,000		80,000				
S5	840,000				90,000	750,000	
S6	60,000	10,000	10,000	10,000	10,000	10,000	10,000
S7	1,600,000		300,000	100,000	1,200,000		
S8	200,000				50,000	150,000	
S9	1,200,000						1,200,000
TOTAL EXPENDITURES	4,320,000	20,000	520,000	160,000	1,400,000	960,000	1,260,000

Funding Sources

Project	Total \$	2008	2009	2010	2011	2012	2013
		S2	50,000		50,000		
S3	15,000		15,000				
S5	50,000				15,000	35,000	
S6	18,000	3,000	3,000	3,000	3,000	3,000	3,000
S8	200,000				50,000	150,000	
Total Wastewater Utility Funding	333,000	3,000	68,000	3,000	68,000	188,000	3,000
Wastewater Connection Fees							
S1	260,000	10,000	50,000	50,000	50,000	50,000	50,000
S3	15,000		15,000				
S4	80,000		80,000				
S5	165,000				75,000	90,000	
S6	42,000	7,000	7,000	7,000	7,000	7,000	7,000
Total Wastewater Connection Fees	562,000	17,000	152,000	57,000	132,000	147,000	57,000
PW Trust Fund							
S5	625,000					625,000	
Total PW Trust Fund	625,000					625,000	
Developer Funding							
S7	1,600,000		300,000	100,000	1,200,000		
S9	1,200,000						1,200,000
Total Wastewater Projects	4,320,000	20,000	520,000	160,000	1,400,000	960,000	1,260,000



Capital Improvement Program 2008 - 2013

Project for the Wastewater Department # S1

PROJECT TITLE Infiltration and Inflow Reduction Program

DESCRIPTION

TV inspections, smoke testing, new ordinance and policy review, and then pipe rehabilitation, sealing, or replacement as needed, monitor effectiveness.

BACKGROUND

The City desires to preserve and recapture capacity in the wastewater system by reducing and controlling peak flows that come primarily from storm and ground water getting into the system.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	200,000		40,000	40,000	40,000	40,000	40,000
Design Engineering	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Construction Costs							
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$260,000	\$10,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Wastewater Connection Fees	260,000	10,000	50,000	50,000	50,000	50,000	50,000
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
Public Works Trust Fund							
Other (specify)							
TOTAL SOURCES	\$260,000	\$10,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits, Maintenance	100,000		20,000	20,000	20,000	20,000	20,000
Debt Repayment							
TOTAL OPERATING	100,000		20,000	20,000	20,000	20,000	20,000



Capital Improvement Program 2008 - 2013

Project for the Wastewater Department # S2

PROJECT TITLE Replace Old Lawson Lift Station

DESCRIPTION Install a larger wet well, replace septic tank effluent pumps with grinder pumps, new control panel, alarms, and telemetry.

BACKGROUND This project is primarily to address a high maintenance and high risk of overflow wastewater lift station.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	50,000		50,000				
Design Engineering							
Construction Costs							
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$50,000		\$50,000				

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund	50,000		50,000				
Stormwater Utility Fund							
Street Funds							
Wastewater Connection Fees							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
Public Works Trust Fund							
Developer Funded							
TOTAL SOURCES	\$50,000		\$50,000				

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the Wastewater Department # S3

PROJECT TITLE Preserving Wastewater Treatment Plant for Future Use

DESCRIPTION Repair fencing, clear encroaching brush and trees, dispose unusable materials, remove equipment to storage, secure or demolish the building. Install monitoring and security equipment. Begin a treatment program for the remaining biosolids.

BACKGROUND Most of the work described above can be accomplished by City staff.

COMMENTS The wastewater treatment plant site may also be a future option for a King County wastewater reclamation treatment plant.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	30,000		30,000				
Capital Outlay							
Contingency							
TOTAL COSTS	\$30,000		\$30,000				

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund	15,000		15,000				
Stormwater Utility Fund							
Street Funds							
Wastewater Connection Fees	15,000		15,000				
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
Public Works Trust Fund							
Other (specify)							
TOTAL SOURCES	\$30,000		\$30,000				

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the Wastewater Department # S4

PROJECT TITLE Wastewater Comprehensive Plan Supplement

DESCRIPTION

Additional planning and preliminary engineering is needed for the optimal efficiency of service to the new wastewater service areas to be developed.

BACKGROUND

The most efficient routes of wastewater service from sites that will minimize the number of wastewater pump stations have not been determined and may involve acquiring easements from properties that are not owned by the major developer or the City.

COMMENTS

The City is required to update the wastewater comprehensive plan as needed or every six years. The last wastewater comprehensive plan was completed in 2003.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering	80,000		80,000				
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$80,000		\$80,000				

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Wastewater Connection Fees	80,000		80,000				
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
Public Works Trust Fund							
Other (specify)							
TOTAL SOURCES	\$80,000		\$80,000				

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the Wastewater Department # S5

PROJECT TITLE Cedarbrook Sewer Main

DESCRIPTION Acquire City easement through the trailer park. Design and construct a new sewer main to serve all of the existing and future City customer in the north east portion of the City.

BACKGROUND While this project will provide future conveyance capacity for this area of the City it will also correct an informal arrangement of public wastewater being served through a private wastewater system.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way	20,000				20,000		
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	70,000				70,000		
Construction Costs	750,000					750,000	
Capital Outlay							
Contingency							
TOTAL COSTS	\$840,000				\$90,000	\$750,000	

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund	50,000				15,000	35,000	
Stormwater Utility Fund							
Street Funds							
Wastewater Connection Fees	165,000				75,000	90,000	
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
Public Works Trust Fund	625,000					625,000	
Other (specify)							
TOTAL SOURCES	\$840,000				\$90,000	\$750,000	

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment	93,470				31,260	31,160	31,050
TOTAL OPERATING	93,470				31,260	31,160	31,050



Capital Improvement Program 2008 - 2013

Project for the Wastewater Department # S6

PROJECT TITLE Manhole Rehabilitation

DESCRIPTION Survey all manhole condition, prioritize rehabilitation work, contract lining and repairs.

BACKGROUND Some of the City manholes are leaking ground water into the system. The leakage is requiring additional conveyance and pump station capacity improvements. Repairs to the City's manholes will provide additional system capacity and help open up future possibilities for water reclamation in the Black Diamond area.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs	60,000	10,000	10,000	10,000	10,000	10,000	10,000
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$60,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund	18,000	3,000	3,000	3,000	3,000	3,000	3,000
Stormwater Utility Fund							
Street Funds							
Wastewater Connection Fees	42,000	7,000	7,000	7,000	7,000	7,000	7,000
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
Public Works Trust Fund							
Other (specify)							
TOTAL SOURCES	\$60,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the Wastewater Department # S7

PROJECT TITLE West Black Diamond Wastewater Lift Station

DESCRIPTION Design and construct a wastewater lift station for the area west of Rock Creek and south of Soos Creek sewer service area. Phase one is site selection and design. Phase 2 is wastewater lift station construction and gravity main easement procurement.

BACKGROUND This project is to prepare for the upcoming growth in the west portion of the City.

COMMENTS The West Black Diamond Wastewater Lift Station could be developed as a developer improvement, but the City would have less control of the project. The schedule for this project will be driven by development.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way	400,000		100,000	100,000	200,000		
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	200,000		200,000				
Construction Costs	1,000,000				1,000,000		
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$1,600,000		\$300,000	\$100,000	\$1,200,000		

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (specify)							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Wastewater Connection Fees							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
PW Trust Fund							
Developer Funded	1,600,000		300,000	100,000	1,200,000		
TOTAL SOURCES	\$1,600,000		\$300,000	\$100,000	\$1,200,000		

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Maint.	60,000				20,000	20,000	20,000
Debt Repayment							
TOTAL OPERATING	60,000				20,000	20,000	20,000



Capital Improvement Program 2008 - 2013

Project for the Wastewater Department # S8

PROJECT TITLE Morganville Wastewater Lift Station Improvement

DESCRIPTION

Study the alternatives for the best discharge point of the pump station. Consider relocating out of the street. Reconstruct the sewer lift station, replace pumps and control panel, telemetry.

BACKGROUND

The wastewater lift station will be 18 years old in 2012.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	50,000				50,000		
Construction Costs	150,000					150,000	
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$200,000				\$50,000	\$150,000	

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Wastewater Utility Fund	200,000				50,000	150,000	
Stormwater Utility Fund							
Street Funds							
Wastewater Connection Fees							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
PW Trust Fund							
Other (specify)							
TOTAL SOURCES	\$200,000				\$50,000	\$150,000	

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the Wastewater Department # S9

PROJECT TITLE South Black Diamond Wastewater Trunk Extension

DESCRIPTION Purchase easements and design a wastewater main extension from the Metro Pump Station to the west and south.

BACKGROUND The City needs to plan for wastewater trunk lines that will serve the maximum area to the south and west.

COMMENTS Wait for the developer to do the engineering wastewater mains as developer extensions.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way	200,000						200,000
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	100,000						100,000
Construction Costs	900,000						900,000
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$1,200,000						\$1,200,000

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants							
Water Utility Fund							
Sewer Utility Fund							
Stormwater Utility Fund							
Street Funds							
Wastewater Connection Fees							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
Public Works Trust Fund							
Developer Funded	1,200,000						1,200,000
TOTAL SOURCES	\$1,200,000						\$1,200,000

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							

Stormwater Department

Capital Improvement Program 2008 - 2013

Expenditure Summary by Project

Project Name	Total \$						
	Requested	2008	2009	2010	2011	2012	2013
D1 Stormwater Comprehensive Plan	150,000	150,000					
TOTAL EXPENDITURES	150,000	150,000					

Funding Sources

Project Name	Total \$						
	Project	2008	2009	2010	2011	2012	2013
Grant - Dept of Ecology							
D1 Stormwater Comprehensive Plan	75,000	75,000					
Total Dept of Ecology Grant	75,000	75,000					
Stormwater Utility Funding							
D1 Stormwater Comprehensive Plan	75,000	75,000					
Total Storm Water Utility Funding	75,000	75,000					
Total Storm Water Projects	150,000	150,000					

DESCRIPTION

Prepare a Stormwater Comprehensive Plan that addresses the policy issues in setting up a stormwater utility, meeting the requirement of the NPDES phase 2 storm water permit, adopting and stormwater capital program and establish fees to fund the stormwater program.

BACKGROUND

Some stormwater planning, modeling and mapping has been completed in the past at a superficial level. The phase 2 stormwater permit requirements have made it necessary to establish a stormwater utility to finance the stormwater management program.

COMMENTS

Use \$100,000 loan from Wastewater Fund approved in 2008 to fund project.



Capital Improvement Program 2008 - 2013

Project for the Stormwater Department # D1

PROJECT TITLE **Stormwater Comprehensive Plan**

DESCRIPTION Prepare a Stormwater Comprehensive Plan that addresses the policy issues in setting up a stormwater utility, meeting the requirement of the NPDES phase 2 storm water permit, adopting and stormwater capital program and establish fees to fund the stormwater program.

BACKGROUND Some stormwater planning, modeling and mapping has been completed in the past at a superficial level. The phase 2 stormwater permit requirements have made it necessary to establish a stormwater utility to finance the stormwater management program.

COMMENTS Use \$100,000 loan from Wastewater Fund approved in 2008 to fund project.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering	150,000	150,000					
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay							
Other							
TOTAL COSTS	\$150,000	\$150,000					

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Department of Ecology Grant	75,000	75,000					
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund	75,000	75,000					
Street Funds							
Stormwater Impact Fees							
REET 1							
REET 2							
PW Trust Fund							
TOTAL SOURCES	\$150,000	\$150,000					

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries and Benefits							
Debt Repayment to Wastewater	100,000		20,000	20,000	20,000	20,000	20,000
TOTAL OPERATING	100,000		20,000	20,000	20,000	20,000	20,000



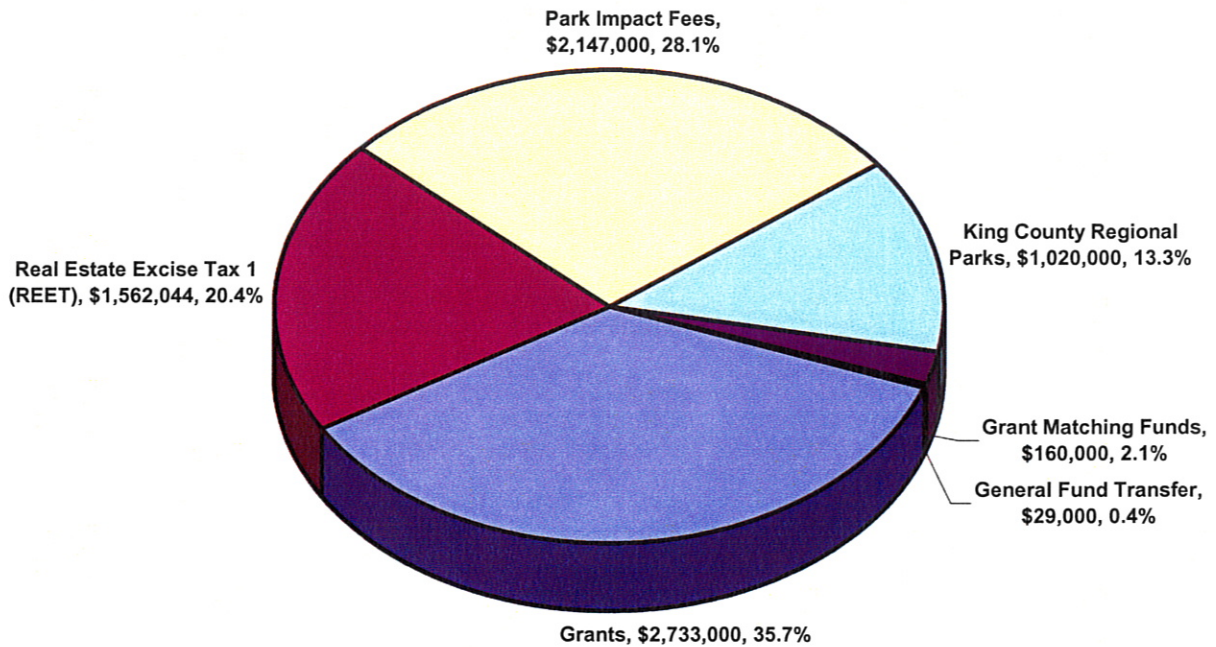
CIP General Government Revenue Summary

Capital Improvement Program 2008 - 2013

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
Primarily RCO and County Grants	2,733,000	50,000	45,000	0	728,000	1,810,000	100,000
Real Estate Excise Tax 1 (REET)	1,562,044	138,500	468,200	342,300	192,715	197,502	222,827
Park Impact Fees	2,147,000	0	0	0	500,000	0	1,647,000
King County Regional Parks	1,020,000	0	10,000	10,000	0	1,000,000	0
Grant Matching Funds	160,000	0	0	0	160,000	0	0
General Fund Transfer	29,000	29,000	0	0	0	0	0
TOTAL SOURCES	\$7,651,044	\$217,500	\$523,200	\$352,300	\$1,580,715	\$3,007,502	\$1,969,827

Total: \$7,651,044





CIP General Government Revenue Summary

Capital Improvement Program 2008 - 2013

Key to Projects in the CIP:
 I = Technology
 P = Parks
 L = Police
 A = Facilities

REQUESTED FUNDING		2008	2009	2010	2011	2012	2013
REET 1	Total \$ Project						
A1	Metal Building Upgrades	30,000	20,000				
A2	City Hall and Court Remodel	60,000	65,000	25,000	20,000		
A3	Purchase Pool Car			25,000			
A4	Space Study					25,000	25,000
I1	City Technology Upgrades	3,500	15,000	40,000	15,000	15,000	15,000
I2	Police Records System Replacement	245,000	49,000	49,000	49,000	49,000	49,000
I3	Police Technology Upgrades	161,000	56,000	24,000	12,000	12,000	12,000
P1	Improvement to Existing Skate Park - add Amenities	25,000	25,000				
P2	Union Stump Memorial Park	35,000	15,000				20,000
P3	Lake Sawyer Boat Launch Improvements	55,000		55,000			
P4	Grant Matching Funds	150,000	50,000	50,000	50,000		
P5	Trail System Development	20,000	10,000	10,000			
P6	BMX Park Course	40,000	20,000	20,000			
P8	Eagle Creek Park Upgrades	25,000	25,000				
P9	Park and Cemetery Mowers and Equipment	16,200	8,200	2,000	2,000	2,000	2,000
L1	Patrol Car Replacement Program	361,344	80,000	42,300	44,715	94,502	99,827
L2	Police Firearms Equipment	30,000	30,000				
	Total REET 1	1,562,044	468,200	342,300	192,715	197,502	222,827
Grant Funding							
A2	PSE Grant	5,000	5,000				
P3	King Co. & RCO	718,000	40,000	50,000	628,000		
P5	TIB CDBG or FED	300,000			100,000	100,000	100,000
P6	RCO Grant	210,000				210,000	
P7	RCO Grant	1,500,000				1,500,000	
	Total Grant Funding	50,000	45,000	728,000	1,810,000	100,000	100,000



CIP General Government Revenue Summary

Capital Improvement Program 2008 - 2013

Key to Projects in the CIP:

- I = Technology
- P = Parks
- L = Police
- A = Facilities

		2008	2009	2010	2011	2012	2013
REQUESTED FUNDING							
General Fund Transfer							
P3	Lake Sawyer Boat Launch Improvements	29,000					
		29,000	29,000				
King County Regional Parks							
P5	Trail System Development	20,000	10,000	10,000			
P7	Lake Sawyer Regional Park	1,000,000				1,000,000	
	Total King County Regional Parks	1,020,000	10,000	10,000	10,000	1,000,000	
Impact Fees or SEPA							
P7	Lake Sawyer Regional Park				500,000		1,647,000
Grant Matching Funds							
P3	Lake Sawyer Boat Launch Improvements	160,000			160,000		
	Total Funding General Government	7,651,044	217,500	352,300	1,580,715	3,007,502	1,969,827



REET 1 ANALYSIS SUMMARY

Capital Improvement Program 2008 - 2013

Real Estate Excise Tax Analysis

Key to Projects in the CIP:

P = Parks
 L = Police
 A = Facilities
 I = Technology

REET 1 - REVENUE ANALYSIS

	2008	2009	2010	2011	2012	2013
Beginning Fund Balance	988,292	924,792	520,464	288,573	254,515	265,921
1/4 of 1% REET	50,000	50,000	100,000	150,000	200,000	250,000
Interest	25,000	13,872	10,409	8,657	8,908	10,637
Available Balance	1,063,292	988,664	630,873	447,230	463,423	526,558
REET 1 Projects						
A1 Metal Building Upgrades	30,000	20,000				
A2 City Hall and Court Remodel	60,000	65,000	25,000	20,000		
A3 Purchase Pool Car			25,000			
A4 Space Study					25,000	25,000
I1 City Technology Upgrades	3,500	15,000	40,000	15,000	15,000	15,000
I3 Police Technology Upgrades	45,000	56,000	24,000	12,000	12,000	12,000
L1 Patrol Car Replacement Program		80,000	42,300	44,715	94,502	99,827
L2 Police Firearms Equipment		30,000				
P1 Improvements to Existing Skate Park		25,000				
P2 Union Stump Memorial Park		15,000				20,000
P3 Lake Sawyer Boat Launch Improvements			55,000			
P4 Grant Matching Funds		50,000	50,000	50,000		
P5 Trail System Development		10,000	10,000			
P6 BMX Park Course		20,000	20,000			
P8 Eagle Creek Park Upgrades		25,000				
P9 Park and Cemetery Mowers and Equipment		8,200	2,000	2,000	2,000	2,000
I2 Debt Repayment Police Records System		49,000	49,000	49,000	49,000	49,000
Total REET 1 Projects	138,500	468,200	342,300	192,715	197,502	222,827
Ending Fund Balance	924,792	520,464	288,573	254,515	265,921	303,731



General Government Department Summary

Capital Improvement Program 2008 - 2013

REQUESTED FUNDING BY DEPARTMENT

Total \$ Project	2008	2009	2010	2011	2012	2013
Facilities and City Technology (excludes Police)	93,500	105,000	90,000	35,000	40,000	40,000
Public Safety (includes technology)	45,000	215,000	115,300	105,715	155,502	160,827
Parks and Recreation	79,000	203,200	147,000	1,440,000	2,812,000	1,769,000
TOTAL SOURCES	\$7,651,044	\$523,200	\$352,300	\$1,580,715	\$3,007,502	\$1,969,827

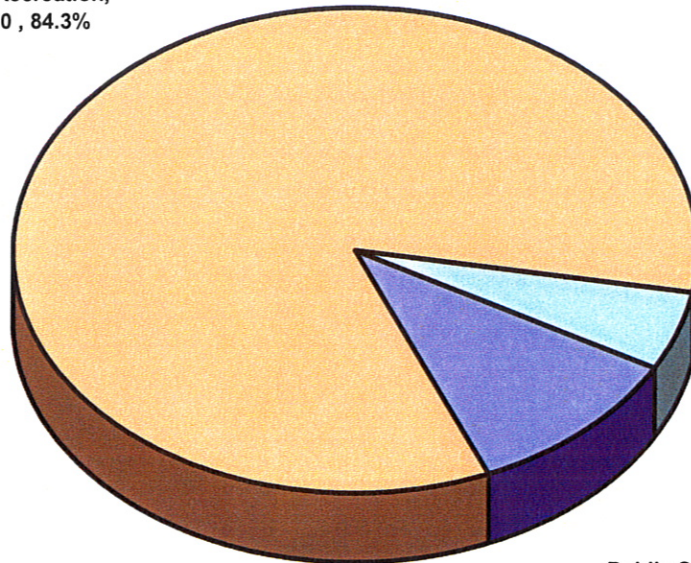
NOTE: The Fire Department Capital Improvement Plan will be added in 2009

Key to Projects in the CIP:

- P = Parks
- L = Police
- A = Facilities
- I = Technology

Total: \$7,651,044

Parks and Recreation,
\$6,450,200 , 84.3%



Facilities and City Technology (excludes Police), \$403,500 , 5.3%

Public Safety (includes technology), \$797,344 , 10.4%

ONGOING OPERATING COSTS

Total \$ Requested	2008	2009	2010	2011	2012	2013
I2 Pol Records System Maint.		30,000	30,000	30,000	30,000	30,000
P5 Trail Development Maint.					10,000	10,000
P7 Lake Sawyer Park Maint.						120,000
TOTAL OPERATING	\$290,000	\$30,000	\$30,000	\$30,000	\$40,000	\$160,000



City Facilities

Capital Improvement Program 2008 - 2013

Expenditure Summary by Project

Project Name	Total \$ Requested	2008	2009	2010	2011	2012	2013
A1 Metal Building Upgrades	50,000	30,000	20,000				
A2 City Hall and Court Remodel	175,000	60,000	70,000	25,000	20,000		
A3 Purchase Pool Car	25,000			25,000			
A4 Space Study	50,000					25,000	25,000
TOTAL EXPENDITURES	300,000	90,000	90,000	50,000	20,000	25,000	25,000

Funding Sources

Project	Total \$ Project	2008	2009	2010	2011	2012	2013
REET 1							
A1 Metal Building Upgrades	50,000	30,000	20,000				
A2 City Hall and Court Remodel	170,000	60,000	65,000	25,000	20,000		
A3 Purchase Pool Car	25,000			25,000			
A4 Space Study	50,000					25,000	25,000
Total REET 1 Funding	295,000	90,000	85,000	50,000	20,000	25,000	25,000
Other							
A2 PSE Grant	5,000		5,000				
Total Other Funding	5,000		5,000				
Total Administration Projects	300,000	90,000	90,000	50,000	20,000	25,000	25,000



Capital Improvement Program 2008 - 2013

Project for the **Facilities** Department # **A1**

PROJECT TITLE Metal Building Upgrades

DESCRIPTION At the Shops: Replace roof and insulation, evidence security, a heating system, air circulation, lighting, upgrade electrical service panel and pave apron.

BACKGROUND

COMMENTS In year one the leaking roof will be replaced and a heater added. In year two, air circulation, storage racking and other improvements will be installed.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements	50,000	30,000	20,000				
Preliminary Engineering							
Design Engineering							
Construction Engineering							
Construction Costs							
Capital Outlay							
Contingency							
TOTAL COSTS	\$50,000	\$30,000	\$20,000				

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (TIB)							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Impact Fees							
REET 1	50,000	30,000	20,000				
REET 2							
PW Trust Fund							
Other							
TOTAL SOURCES	\$50,000	\$30,000	\$20,000				

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the **Facilities** Department # **A3**

PROJECT TITLE **Purchase Pool Car**

DESCRIPTION Replace a 1999 Ford Crown Victoria that has functioned beyond it's usable life as the City's current pool car. The car has proved to be somewhat unreliable, and staff are choosing to travel in personal cars. Currently the per diem for use of personal cars is .585 per mile, which is not cost effective.

BACKGROUND

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay	25,000			25,000			
Other (Specify)							
TOTAL COSTS	\$25,000			\$25,000			

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (specify)							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Impact Fees							
REET 1	25,000			25,000			
REET 2							
PW Trust Fund							
Other (Sale of Vehicles)							
TOTAL SOURCES	\$25,000			\$25,000			

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the **Facilities** Department # **A4**

PROJECT TITLE **Space Study**

DESCRIPTION

Needs study to determine with specific growth, to what extent City facilities and capital improvements will be required to ensure the City is adequately served.

BACKGROUND

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay							
Study	50,000					25,000	25,000
TOTAL COSTS	\$50,000					\$25,000	\$25,000

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (specify)							
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Impact Fees							
REET 1	50,000					25,000	25,000
REET 2							
PW Trust Fund							
Other							
TOTAL SOURCES	\$50,000					\$25,000	\$25,000

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							



Information Technology

Capital Improvement Program 2008 - 2013

Expenditure Summary by Project

Project Name	Total \$ Requested	2008	2009	2010	2011	2012	2013
I1 City Technology Upgrades	103,500	3,500	15,000	40,000	15,000	15,000	15,000
I2 Police Records System Replacement	245,000	212,003	6,600	6,600	6,600	6,600	6,597
I3 Police Technology Upgrades	161,000	45,000	56,000	24,000	12,000	12,000	12,000
TOTAL EXPENDITURES	509,500	260,503	77,600	70,600	33,600	33,600	33,597

Funding Sources

Project	Total \$	2008	2009	2010	2011	2012	2013
REET 1 Funding							
I1 City Tech Upgrades	103,500	3,500	15,000	40,000	15,000	15,000	15,000
I3 Police Technology Upgrades	161,000	45,000	56,000	24,000	12,000	12,000	12,000
Total REET 1 Funding	264,500	48,500	71,000	64,000	27,000	27,000	27,000
Government Loan and Repayment							
I2 Police Records System Replacement \$212,003	245,000		49,000	49,000	49,000	49,000	49,000
I2 Police Records System Loan Repayment	245,000		49,000	49,000	49,000	49,000	49,000
Total Loan Funding	245,000		49,000	49,000	49,000	49,000	49,000
Total Information Technology Projects	509,500	48,500	120,000	113,000	76,000	76,000	76,000



Capital Improvement Program 2008 - 2013

Project for the City Technology Department # I1

PROJECT TITLE **City Technology Upgrades**

DESCRIPTION

Variety of technology upgrades to the City including phone system upgrades, PC purchases, software purchases, network upgrades hard and software, antivirus and spam blocks and printers. These upgrades that are for the City excludes Police as that department has a separate technology project list.

BACKGROUND

COMMENTS

Year one includes computer replacements for Court. In 2009 a backup printer for City Hall will be purchased, and miscellaneous hardware and software upgrades installed. A phone system upgrade is scheduled for 2010.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Design Engineering							
Construction Engineering							
Construction Costs							
Capital Outlay							
City Technology Upgrades	103,500	3,500	15,000	40,000	15,000	15,000	15,000
TOTAL COSTS	\$103,500	\$3,500	\$15,000	\$40,000	\$15,000	\$15,000	\$15,000

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (TIB)							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	103,500	3,500	15,000	40,000	15,000	15,000	15,000
REET 2							
PW Trust Fund							
Funding Agreement							
TOTAL SOURCES	\$103,500	\$3,500	\$15,000	\$40,000	\$15,000	\$15,000	\$15,000

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Maintenance							
Debt Repayment							
TOTAL OPERATING							



Capital Improvement Program 2008 - 2013

Project for the Police Department # I3

PROJECT TITLE Police Technology Upgrades

DESCRIPTION

Variety of technology upgrades to the Police Department including a phone system upgrade for Police and for the Court, PC purchases, software purchases, network upgrades for hard and software, antivirus and spam blocks, maintenance for systems, and replacement of printers and copiers.

BACKGROUND

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Laptops	48,000	24,000	12,000	12,000			
Phone System	10,000		10,000				
Routers, servers and Operating System Upgrades	103,000	21,000	34,000	12,000	12,000	12,000	12,000
TOTAL COSTS	\$161,000	\$45,000	\$56,000	\$24,000	\$12,000	\$12,000	\$12,000

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (TIB)							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	161,000	45,000	56,000	24,000	12,000	12,000	12,000
REET 2							
PW Trust Fund							
Criminal Justice Funds							
TOTAL SOURCES	\$161,000	\$45,000	\$56,000	\$24,000	\$12,000	\$12,000	\$12,000

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							

Police Vehicles and Replacement Schedule - DRAFT

as of 9/12/2008

Year	License	Police Asset Name	VIN	Color	Miles as of 8/08	Vehicle #	Assigned to:	Total Ins	Plan 2009	Plan 2010	Plan 2011	Plan 2012	Plan 2013
								Value					
2008	46699D	Chevy Impala	2G1WS583681263313	Black Unmarked	3,800	30	Chief Kiblinger	22,000					
2008	46700D	Chevy Impala	2G1WS583881261773	Gray Unmarked	850	31	Com. Miller	22,000					
2008	45553D	Dodge Charger	2B3LA43H98H255032	Black and White	2,100		Goral	35,000					
2007	43927D	Dodge Charger	2B3LA43H27H818033	Black and White	18,553	34	McDonald	38,700					
2007	45553D	Dodge Charger	2B3LA41147818034	Black Unmarked	8,300	35	Dunn	38,700					Replace
2006	42030D	Ford Crown Victoria	2FAHP71W96X152580	Black and White	33,100	20	Weinrich	35,000				Replace	
2006	42031D	Ford Crown Victoria	2FAHP71W96X152577	Black and White	22,745	11	Cripe	35,000					Replace
2006	42032D	Ford Crown Victoria	2FAHP71W26X152579	Black and White	31,500	21	Volpone	35,000					
2006	42033D	Ford Crown Victoria	1FAHP71W06X152578	Black and White	34,000	13	Chatterson	35,000					
2003	32624D	Ford Crown Victoria	2FAFP71W33X141349	Black and White	90,016	15	Lynch	27,263			Replace		
2000	19810D	Ford Crown Victoria	2FAFP71W2YX202651	Black and White	91,387	10	Vacant	10,000			Replace		
2000	657SRE	Mustang	1FAFP42X5YF248704			30	U/C	11,000					
1999	32463D	Ford Crown Victoria	2FAFP71W2WX168496	Black and White	117,300	33	Vacant	16,000			Replace		
1985	42027D	Ajeep	1JCCF87E3FT088933			36		5,000					
2008		2000BB Gash Boat	AMHCB001C808, 1B583993				Boat	49,600					
2008		Boat Trailer	NBR 4YPAB20278T047533				Trailer	3,704					
2000		Bombard Jet Ski	ZZN66705D000				Jet Ski	7,500					
Total Police Assets - Vehicles								426,467					



Parks Department Capital Improvement Program 2008 - 2013

Expenditure Summary by Project

Project Name	Total \$						
	Requested	2008	2009	2010	2011	2012	2013
P1 Improvement to Existing Skate Park - add Amenities	25,000		25,000				
P2 Union Stump Memorial Park	35,000		15,000				20,000
P3 Lake Sawyer Boat Launch Improvements	962,000	79,000	40,000	55,000	788,000		
P4 Grant Matching Funds	150,000		50,000	50,000			
P5 Trail System Development	340,000		20,000	20,000	100,000	100,000	100,000
P6 BMX Park Course	250,000		20,000	20,000		210,000	
P7 Lake Sawyer Regional Park	4,647,000		25,000		500,000	2,500,000	1,647,000
P8 Eagle Creek Park Upgrades	25,000						
P9 Park and Cemetery Mowers and Equipment	16,200		8,200	2,000	2,000	2,000	2,000
TOTAL EXPENDITURES	6,450,200	79,000	203,200	147,000	1,440,000	2,812,000	1,769,000

Funding Sources

Project	Total \$					
	2008	2009	2010	2011	2012	2013
Recreation and Conservation Office Grant (ROC)						
P3 Lake Sawyer Boat Launch Improvements	628,000			628,000		
P5 Trail System Development	300,000			100,000	100,000	100,000
P6 BMX Park Course	210,000				210,000	
P7 Lake Sawyer Regional Park	1,500,000				1,500,000	
King County Grant						
P3 Lake Sawyer Boat Launch Improvements	50,000					
KCD/KC Grant						
P3 Lake Sawyer Boat Launch Improvements	40,000		40,000			
Total Grant Funding	50,000	40,000		728,000	1,810,000	100,000
Grant Matching						
P3 Lake Sawyer Boat Launch Improvements					160,000	
General Fund Transfer						
P3 Lake Sawyer Boat Launch Improvements						
King County Regional Park Funds						
P7 Lake Sawyer Regional Park						
REET 1 Funding						
P1 Improvement to Existing Skate Park - add Amenities						
P2 Union Stump Memorial Park						
TOTAL FUNDING						



Parks Department Capital Improvement Program 2008 - 2013

Expenditure Summary by Project

Project Name	Total \$						
	Requested	2008	2009	2010	2011	2012	2013
P3 Lake Sawyer Boat Launch Improvements	55,000			55,000			
P4 Grant Matching Funds	150,000		50,000	50,000	50,000		
P5 Trail System Development	20,000		10,000	10,000			
P6 BMX Park Course	40,000		20,000	20,000			
P8 Eagle Creek Park Upgrades	25,000		25,000				
P9 Park and Cemetery Mowers and Equipment	16,200		8,200	2,000	2,000	2,000	2,000
Impact Fee Funding	366,200		153,200	137,000	52,000	2,000	22,000
Total REET 1 Funding							
P7 Lake Sawyer Regional Park	2,147,000				500,000		1,647,000
Total Impact Fee Funding	2,147,000				500,000		1,647,000
Total Parks Projects	6,450,200	79,000	203,200	147,000	1,440,000	2,812,000	1,769,000

Non Capital Operating Costs

	Total \$						
	Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Maintenance	140,000					10,000	130,000
TOTAL OPERATING	140,000					10,000	130,000



Capital Improvement Program 2008 - 2013

Project for the Parks Department # P5

PROJECT TITLE **Trail System Development**

DESCRIPTION Specific area of interest includes large scale trail improvement throughout the City connecting master planned communities and downtown area.

BACKGROUND A major focus in Black Diamond has been creating a town that is walkable and pedestrian friendly. This program will help further this focus.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	20,000			20,000			
Design Engineering	20,000		20,000				
Construction Costs	300,000				100,000	100,000	100,000
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$340,000	\$0	\$20,000	\$20,000	\$100,000	\$100,000	\$100,000

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (TIB CDBG or FED)	300,000				100,000	100,000	100,000
Water Utility Fund	0						
Wastewater Utility Fund	0						
Stormwater Utility Fund	0						
Street Funds	0						
Impact Fees	0						
REET 1	20,000		10,000	10,000			
REET 2	0						
PW Trust Fund	0						
King County Regional Park Money	20,000		10,000	10,000			
TOTAL SOURCES	\$340,000	\$0	\$20,000	\$20,000	\$100,000	\$100,000	\$100,000

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Maintenance	20,000					10,000	10,000
Debt Repayment	0						
TOTAL OPERATING	20,000	0	0	0	0	10,000	10,000



Capital Improvement Program 2008 - 2013

Project for the Parks Department # P6

PROJECT TITLE **BMX Park Course**

DESCRIPTION Circuit course for BMX enthusiasts.

BACKGROUND Expansion needed in general and in order to include the type of bicycles used at skate parks. Construction in 2012 with a State (RCO) grant.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering	20,000			20,000			
Construction Engineering							
Design Engineering							
Construction Costs	220,000		20,000			200,000	
Capital Outlay							
Permitting	10,000					10,000	
TOTAL COSTS	\$250,000		\$20,000	\$20,000		\$210,000	

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
RCO Grant	210,000					210,000	
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Impact Fees							
REET 1	40,000		20,000	20,000			
REET 2							
PW Trust Fund							
Other							
TOTAL SOURCES	\$250,000		\$20,000	\$20,000		\$210,000	

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Maintenance							
Debt Repayment							
TOTAL OPERATING							

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Public Hearing on request of the YarrowBay Group for a Special Events Permit (SEP #08-0124) to conduct an office use within a residence in order to facilitate preparation of a Master Planned Development application	Agenda Date: November 6, 2008		AB08-110
	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 – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Community Devel. – Steve Pilcher	X		
Attachments: Application received 10/16/08 from YarrowBay Group			
SUMMARY STATEMENT: <p>On December 20, 2007, the City Council approved a Special Events Permit pursuant to Black Diamond Municipal Code 2.59 to allow YarrowBay Group to conduct an office use within a residence in order to facilitate preparation of the MPD application. The property (32214 Botts Drive) is intended to be part of a Master Planned Development. The original approval was granted for six months, at which time the Council was to revisit the permit.</p> <p>On July 17, 2008, Council considered the request of YarrowBay to extend the approval, a report from staff, and the comments of two adjacent property owners. Partially based upon citizen comments, the permit was extended for a limited time period of three months.</p> <p>YarrowBay is now requesting a new special event permit for a period of two years. Staff has notified the two adjacent property owners and received no negative feedback regarding YarrowBay’s use of the property for office use. The Police and Fire Departments also have no concerns.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Move to approve Special Events Permit #08-0124 for a period extending through October 16, 2010.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
November 6, 2008			



SPECIAL EVENT PERMIT
APPLICATION **COMMUNITY DEVELOPMENT**

OCT 16 2008

PERMIT NO. SEP 08-0124

RECEIVED

NAME OF ORGANIZATION OR NAME OF EVENT:

Yarrow Bay Communities MPD office

SITE ADDRESS: 32214 Botts Drive, Black Diamond, WA
(If structures will be erected and/or street ROW used, please attach 3 drawings noting locations and dimensions.)

DATE OF EVENT: 10/16/2008 - 10/16/2010 HOURS: 8am - 5pm

PURPOSE OF EVENT: To operate a field office for two MPD proposals

EST. ATTENDANCE: 5 CITY BUS. LICENSE: Yes

PARKING PLANS: None necessary

SPECIAL FACILITY REQUIREMENTS: N/A

CITY ASSISTANCE REQUIRED: N/A

INSURANCE COMPANY: N/A
(Proof of Ins. Required naming City of Black Diamond as co-insured if event is taking place on city property)

FOOD TO BE SERVED: YES NO SOUND SYSTEM: YES NO

SANITATION PLANS (Sani-cans, hand washing stations, etc): 2 existing bathrooms

PRODUCTS OR SERVICES TO BE SOLD: None

CONTACT PERSON: Ryan Kohlmann

MAILING ADDRESS: PO Box 690

CONTACT PHONE: 206-280-7937 FAX 425-202-3694

PURPOSE OF EVENT: Temporary field office

EMAIL ADDRESS: rkohlmann@yarrowbaygroup.com

EMERGENCY CONTACT Dave MacDuff PHONE 425-445-4253


SIGNATURE OF APPLICANT

10/16/08
DATE

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

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Appointment of Judith E. Auve’ to the Civil Service Commission	Agenda Date: November 6, 2008		AB08-111
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts	X	
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Dan Dal Santo		
	Economic Devel. – Andy Williamson		
	Police –		
Timeline:	Court – Kaaren Woods		
Cost Impact: n/a			
Fund Source:			
Attachments: Commission Application, Resume			
<p>SUMMARY STATEMENT:</p> <p>A Civil Service Commission position was vacated in May, 2008 when Ernie Richardson relocated to another city.</p> <p>City staff posted and published an announcement for the vacancy. One resident submitted an application and was recently interviewed by Mayor Botts and Brenda Streepy.</p> <p>Mayor Botts is recommending appointment of Ms. Judith E. Auve’ to an unexpired term ending December 31, 2013 on the City’s Civil Service Commission.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOTION to confirm Mayor Botts’ appointment of Judith Auve’ to an unexpired term ending December 31, 2013 on the City’s Civil Service Commission.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
November 6, 2008			



CITY OF BLACK DIAMOND

Commission Application

PO Box 599 - 24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360.886.2560 - Fax: 360.886.2592

Name: Judith E. Aune' (Judith)

Address: 32111 SUNNY LAKE BLACK DIAMOND

Home Phone: 360-886-5377 Business Phone: _____

Email address: JudithPaul@comcast.net

How long at Residence: 3 months Best time to contact: Anytime

Commission desired: 1.) Civil Service - Citizen Rep.
2.) _____

Reason you are interested in serving: WANT TO GET TO KNOW MY COMMUNITY BETTER & THE PEOPLE IN IT.

Previous community activities: TREASURER FOR PAROULS WITHOUT PARTNERS AND MEMBER OF QUOTA CLUB INT'L

Applicable education, occupational, and specialized experience: Retired - Boeing - LATE HUSBAND WAS SEATTLE POLICE OFFICER FOR ALMOST 30 YEARS

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions:

NO

2). When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: YES

Are there any days or evenings you are unavailable to meet? ~~YES~~ NO

Signature: Judith E. Aune' Date: 9-11-08

RECEIVED

Please return completed form and any additional information to:
City of Black Diamond - Attn: City Clerk, 25510 Lawson St., PO Box 599, Black Diamond, WA 98010
For more information please call (360) 886-25690

BY: [Signature] J:CDPM

JUDITH E AUVE'
32111 SUNNY LANE
BLACK DIAMOND, WASHINGTON 98010

Tele # 360-886-5377

EDUCATION

Renton High School
Renton, Washington,

Edison Technical
Seattle, Washington,

The Boeing Company
Seattle, Washington

EXPERIENCE

THE BOEING COMPANY

1997 to 2/2000

Boeing Support Services, Seattle, Washington

Tax Administration : International and Federal
Support customers sent overseas to keep them in compliance with taxes
owing that country, i.e. housing, etc. Collect taxes due on Child Care
Services, process all W4's and upload daily. Work the out of balance
Accounts and W2 issues, etc. Deposit and reconcile large amounts of
cash and checks. Wire transfers into several Countries on timely basis.

1979 to 1997

Boeing Support Services, Seattle, Washington

SALCO, Leave with Pay: Process full-time and part-time irregular salco.
Audit and maintain records for part-time irregular employees. Work with
and audit Jury Duty documentation to ensure in compliance with
company rules and regulations. Write hand adjustments and draws when
necessary. Assist employees and Human Resources with questions
pertaining to part-time and irregular work schedules.

Payroll Labor Controls-Rates: Balance payroll for The Boeing Company.
Allocate throughout journalizing figures. Update new hires and rehires to
Series 1 (SIDES). Worked on teams to create the work schedules (4X10,
9/80, Variable schedule, etc.) with Boeings law department to insure in
compliance with Labor and Industries.

Boeing Computer Services, Bellevue, Washington

General Accounting: Labor Accountant, prepare journal entries,
reconcile accounts and cost centers, prepare distribution of payroll to
other Boeing Companies through the CCDS System, correct three

different labor suspense; DMS, CCDS charge line and CCDS SALCO using FDES, Millennium and FMS2 computer systems, assist SALCO register holders and managers with incorrect SALCO practices, instruct in preparing labor adjustments. Experience in many functions in General Accounting, including SALCO training classes.

Accounts Payable: Performed miscellaneous functions including invoice payment, solving billing and system problems, suspense corrections, assist in the creation and implementation of the APOL System (Accounts Payable On Line). Worked independently demonstrating the ability to work under pressure with monthly and annually deadlines.

3/78 to 9/79

Maust Transfer Company: Seattle, Washington

Lead computer operator in invoicing and accounting data input, edited FORTRAN program for creation of a new accounting system.

8/77 to 3/78

Western Trailer Repair, Inc. (Formerly Seaworth Equipment Co)
Seattle, Washington

Accounting functions, including but not limited to, Accounts Payable, Payroll, Costing, and Inventory Control.

10/74 to 8/77

George S. Bush & Company, Inc., Seattle, Washington

Import-export clearance and invoicing, expediting, public relations, on 24 hour call for U.S. Customs clearance.

11/72 to 10/74

J.T. Steeb and Company, Inc., Seattle, Washington

Manager of Airport Office in charge of import-export departments, worked closely with U.S. Customs on clearance of International goods.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Ordinance No. 08-874, amending Chapter 3.24 of the Black Diamond Municipal Code and adding under section 3.24.010 (A) a \$150 change account for the Community Development Department	Agenda Date: November 6, 2008		AB08-112
	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	X	
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Court – Kaaren Woods			
Cost Impact: \$150			
Fund Source: General Fund			
Timeline:			
Attachments: Ordinance No. 08-874			
<p>SUMMARY STATEMENT:</p> <p>With City Hall and the Permitting Center in two separate buildings, it will be more efficient for the permitting section of Community Development to issue permits and provide receipting to their customers.</p> <p>This is a housekeeping ordinance amendment to authorize adding a \$150 change account to the City’s Petty Cash and Change Fund for the Permitting Department to receipt in permits with their new software system. The total for all City departments will now be \$850.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOTION to adopt Ordinance No. 08-874, amending Chapter 3.24 of the Black Diamond Municipal Code and adding under section 3.24.010(A) a \$150 change account for Community Development Permitting Department.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
November 6, 2008			

ORDINANCE NO. 08-874

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON, AMENDING CHAPTER 3.24 OF THE BLACK DIAMOND MUNICIPAL CODE, UPDATING THE PETTY CASH AND CHANGE ACCOUNT

WHEREAS, the finance director is authorized under BDMC 3.24.010 to establish a general petty cash fund and change account; and

WHEREAS, the amounts kept in this fund need to be updated from time to time to reflect the economic and budget situation of the City; and

WHEREAS, the current petty cash/change account does not include the City's Community Development Department.

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

Section 1. Amendment. Chapter 3.24 of the Black Diamond Municipal Code is hereby amended to read as follows:

3.24.10 Petty cash and change account established.

- A. The finance director or designee is authorized to establish a general fund petty cash and change account as follows:

Change Accounts	Petty Cash
1. Finance/utilities	\$300
2. Municipal court	100
3. Police department	100
4. Finance department	200
5. Community development	150

- B. The petty cash and change account total of hundred fifty dollars shall be administered and allocated by the finance director, or designees, in accordance with the rules or policies providing for such lawful administration.

Section 2. Severability. If any provision of this Ordinance is determined to be invalid or unenforceable for any reason, the remaining provisions of this Ordinance shall remain in force and effect.

Section 3. Effective date. This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication as provided by law. A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

Introduced the 6th day of November, 2008.

Passed by a majority of the City Council at a meeting held on the 6th day of November, 2008.

Howard Botts, Mayor

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. 08-550, authorizing The Mayor to execute a Professional Services Agreement with Moberly & Roberts for prosecutorial services	Agenda Date: November 6, 2008		AB08-113
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel	X	
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Court – Kaaren Woods			
Cost Impact: \$4,000 per month retainer plus hourly and trail rates			
Fund Source: General Fund			
Timeline: Effective Immediately			
Attachments: Resolution, Exhibit A (agreement), Mark Nelson resume			
SUMMARY STATEMENT: In 2007, the City contracted with Jeanette Lineberry for prosecutorial services. Recently, Ms. Lineberry indicated her desire to dedicate her time and talents to her husband’s firm. Thereafter, the City advertised for firms and individuals qualified and interested in serving as our prosecutor. Several firms responded. A selection panel including the Mayor, Police Chief, City Attorney and City Administrator selected three firms from the pool of applicants for interviews. On October 16 th , the panel unanimously agreed to recommend to Council that the contract be awarded to Moberly & Roberts. The firm has significant prosecutorial experience and will assign one employee (Mark Nelson) to be the primary prosecutor in Black Diamond to provide consistency. This agreement also provides for representation for police officers when infractions are contested and the defendant has representation, as requested by the Chief of Police. Those contested infraction hearing days will be scheduled for ½ day every month as necessary. Forfeiture hearings will be held by the firm as required, as well.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-550, authorizing the Mayor to execute a Professional Services Agreement with Moberly & Roberts for prosecuting attorney services.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
November 6, 2008			

RESOLUTION NO. 08-550

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH MOBERLY & ROBERTS FOR
PROSECUTING ATTORNEY SERVICES**

WHEREAS, the City of Black Diamond finds it necessary to hire a prosecuting attorney to provide misdemeanor prosecutorial services, contested infraction hearing representation for police and forfeiture hearing services; and

WHEREAS, the City advertised for qualified firms and individuals to fill the position of prosecutor and a selection panel including the Mayor, City Attorney, Police Chief and City Administrator reviewed the proposals and interviewed three firms;

WHEREAS, the firm of Moberly & Roberts currently provides prosecutorial services for Kirkland, Clyde Hill, Medina, Woodinville, Newcastle, Snoqualmie, Issaquah, Shoreline and Lake Forest Park; and

WHEREAS, the panel recommends Moberly & Roberts as a firm qualified and willing to provide the necessary services; and

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

Section 1. The Mayor is hereby authorized to sign an agreement, substantially in the form attached as Exhibit A, for the purposes of obtaining prosecutorial services.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF NOVEMBER, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

CITY OF BLACK DIAMOND

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

PROFESSIONAL SERVICES AGREEMENT FOR PROSECUTION SERVICES

1. Parties

This Agreement is entered into between the City of Black Diamond, King County, Washington (“City”), and Moberly and Roberts, PLLC (“Prosecutor”); collectively, the “Parties.”

2. Effective date

This Agreement is effective as of the 1st day of December 2008.

3. General description of services

Prosecutor has been retained by the City to provide professional legal services in Black Diamond Municipal Court and other courts as required.

4. Scope of Work

A. Prosecutor agrees to provide all necessary prosecution services to the City of Black Diamond, including:

- (1) Providing advice to Black Diamond Police Officers on matters relating to criminal law and proper procedures for enforcing the law;
- (2) Reviewing police reports for determination of probable cause and charging;
- (3) Drafting and filing criminal complaints and probable cause statements as necessary;
- (4) Appearing at arraignments, pretrial hearings, and motions;
- (5) Initiating settlement discussions and plea negotiations;
- (6) Handling all phases of jury trials;
- (7) Drafting briefs and motions;
- (8) Appearing at sentencing and review hearings;
- (9) Tracking case dispositions, including reasons for declining to prosecute particular cases;
- (10) Appearing on infractions where the violator has retained legal counsel;
- (11) Responding to and appearing on behalf of the City in RALJ appeals;
- (12) Appearing at civil asset forfeiture hearings;
- (13) Handling code enforcement cases as requested by the City.

- B. The services performed by Prosecutor shall not exceed the Scope of Work without prior written authorization from the City.
- C. The City may from time to time require changes or modifications in the Scope of Work. However, such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

5. Schedule of Work and Continuity of Representation

- A. It is agreed by the parties that continuity of representation is very important for effective prosecution. Therefore, Mark Nelson shall be the primary person providing services under this Agreement and he shall make good faith efforts to be personally present for all court hearings unless he is unable to appear due to vacation, illness, emergency, or occasional scheduling conflicts. Permanent change of primary prosecutor shall be required whenever it becomes impossible for Mark Nelson to meet the obligations described in this section. Prosecutor shall make good faith efforts to ensure that there is continuity of representation in choice of substitute prosecutors.
- B. Prosecutor shall appear for all regularly scheduled court hearings in the Black Diamond Municipal Court to perform the services described in the Scope of Work.
- C. As of the effective date of this Agreement, Prosecutor shall be required to appear in Black Diamond Municipal Court for a minimum of two calendar days each month, and one day every-other-month for contested traffic infractions. Jury trials, motions, and other special hearings may require occasional additional appearances.
- D. Prosecutor agrees and understands that, while the City will make good faith efforts to consult with Prosecutor prior to changing the schedule of court hearings, and will take Prosecutor's needs into account, the City will have final discretion to alter the scheduling of court hearings and it shall be Prosecutor's responsibility to ensure such hearings are covered by Prosecutor.
- E. In the event the prosecution of any person would constitute a conflict of interest for the Prosecutor pursuant to the Washington State Bar Association Rules of Professional Conduct, the Prosecutor shall not prosecute such person and the City shall be responsible for the cost of outside legal representation for the City.

6. Compensation

- A. Base Rate. The City shall pay the Prosecutor a base rate of \$4,000 per month for performing all services necessary to effectively prosecute violations of the Black Diamond Municipal Code and for representing the City on infraction cases where the violator has retained counsel. This amount shall include compensation for out-of-court preparation time and all normal office expenses (including but not limited to clerical staff; office rent; photocopies and letters; mailing costs; telephone expenses).

B. Additional Compensation. In addition to the base rate of \$4,000 described above, the City shall pay additional compensation to Prosecutor for the following services:

- (1) Jury trials: Prosecutor shall receive a flat fee of \$500 for each jury trial that proceeds to trial; settlement of a case prior to jury selection shall not be considered proceeding to trial.
- (2) Appeals: Prosecutor shall receive a flat fee of \$500 for each criminal case that is appealed to Superior Court.
- (3) Code enforcement: Prosecutor shall be paid \$100 per hour for every code enforcement case Prosecutor is asked to handle in the municipal court.
- (4) Civil forfeiture hearings: Prosecutor shall be paid \$100 per hour for every civil forfeiture case Prosecutor is asked to handle.
- (5) Other special assignments: Prosecutor shall be paid \$100 per hour for other special assignments as requested by the City and accepted by Prosecutor.

7. Payment

- A. Base rate. Payment of the base rate shall be made on the fifteenth (15th) day of every month for the preceding month of services, unless the 15th falls on a weekend or holiday, in which case payment may be made on the first business day following. Should this Agreement be terminated before the end of a full month, the base rate shall be prorated by subtracting payment for any scheduled court days where Prosecutor failed to appear.
- B. Additional compensation. Prosecutor shall maintain time and expense records for any services that are eligible for additional compensation and shall provide an invoice to the City within thirty (30) days of performing the services. Such invoices shall be in a format acceptable to the City. All invoices for additional services shall be paid within sixty (60) days of receipt of a proper invoice.
- C. Records retention. Prosecutor 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. Copies shall be made available on request.
- D. Dispute over services. If the services rendered do not meet the requirements of the Agreement, Prosecutor will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

8. Notices

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

CITY:

CITY OF BLACK DIAMOND
PO Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact:
Phone: 360-886-2560
Fax: 360-886-2592

PROSECUTOR:

Contact: _____
Tax I.D.# _____
Phone: _____
Fax: _____

It is the responsibility of Prosecutor to notify City in writing if any of the contact information appearing below should change.

9. Discrimination and Compliance with Laws

- A. Prosecutor 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.
- B. Prosecutor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of Section 9 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility of Prosecutor to do further work for City.

10. Termination of Agreement

- A. Termination without fault. Either party may terminate this Agreement upon a minimum of ninety (90) days' advance notice to the other party. Such notice shall indicate the date of termination.
- B. Termination for cause. The City may terminate the Prosecutor's contract for "cause" (as defined in this Section) immediately upon written notice to the Prosecutor. Such notice shall specify in reasonable detail the nature of the cause. For purposes of this Agreement, "cause" shall include, without limitation: (1) material breach of this Agreement; (2) failure to satisfactorily perform his responsibilities and job duties; (3) unethical practices as set forth in the Rules of Professional Conduct; (4) loss of license to practice law in the state of Washington; or (4) fraudulent or dishonest conduct. The City shall have the sole discretion to determine whether there is cause to terminate the Prosecutor's services under this Agreement.

11. Standard of Care

Prosecutor represents and warrants that he or she, and any agents used to perform services under this Agreement, has the requisite training, skill and experience necessary to provide the services described herein and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

12. Indemnification/Hold Harmless

Prosecutor 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 resulting from the acts, errors or omissions of the Prosecutor in performance of this Agreement, provided however, that such provision shall not apply to the extent that damage or injury results from the fault of the City or its officers, other agents, or employees. "Fault" as used herein shall have the same meaning as set forth in RCW 4.22.015.

13. Insurance

The Prosecutor shall procure and maintain for the duration of the Agreement professional liability insurance with limits no less than \$500,000 per claim and \$500,000 policy aggregate limit. This policy shall be written to insure Prosecutor and its agents, representatives, and employees.

14. Assigning or Subcontracting

This agreement may not be assigned by either party without the express written consent of the other party, and said consent can be withheld in that parties' sole discretion.

15. Independent Contractor

Prosecutor is and shall be at all times during the term of this Agreement an independent contractor.

16. Governing Law and Venue for 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, Washington.

17. Attorneys' 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 attorneys' fees from the other party.

18. Extent of Agreement/Modification

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by express written consent of both parties. The headings in this Agreement are inserted for convenience only and shall not affect the interpretations of this Agreement.

19. Severability

If any term or provision of the Agreement is held invalid, the remainder of such terms or provisions of this Agreement shall not be affected, if such remainder would then continue to conform to the terms and requirements of applicable law.

20. Interpretation and Fair Construction of Contract

This Agreement has been reviewed and approved by each of the parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for, nor against, either party.

21. Waiver of Breach

The failure of any Party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreement, but the same shall be and remain in full force and effect.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

CITY OF BLACK DIAMOND

PROSECUTOR

MOBERLY AND ROBERTS, PLLC

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MARK D. NELSON

121 Third Ave
Kirkland, wa. 98033
marknelson20@comcast.net
206.240.9169 voice

EDUCATION

Seattle University School of Law
Juris Doctor May 2006
2005 Fredric C. Tausend Moot Court Competition Participant
CALI Excellence for the Future Award—Legal Research Methods
Ronald A. Peterson Law Clinic—Trusts & Estates

University of Washington
Bachelor of Arts, Psychology, 1990
Alpha Sigma Phi Philanthropy: Fred Hutchinson Cancer Research Center

LEGAL EXPERIENCE

- May 2005-Present **Prosecuting Attorney, Moberly & Roberts, P.L.L.C.**
- ❖ Prosecuting Attorney for the City of Woodinville
 - ❖ Negotiate pretrial plea dispositions, and propose sentencing recommendations
 - ❖ Interview and prepare civilian and expert witnesses for trial
 - ❖ Analyze physical and forensic evidence from Washington State Patrol, King County Sheriff, Municipal Police Agencies, and Retail Loss Prevention Officers
 - ❖ Appellate work in King County Superior Court and Division One Court of Appeals
 - ❖ Conduct arraignments, bail hearings, evidentiary hearings, motion hearings, sentencings, probation hearings, and civil forfeitures in Municipal and District Court
 - ❖ Participant National College of District Attorneys 17th Annual Conference on Domestic Violence, Orlando, FL, October, 2007
 - ❖ Multiple bench and jury trials

REAL ESTATE AND CONSTRUCTION EXPERIENCE

- Jan 1993-Jun 2003 **Owner/Proprietor, MDN Construction**
- ❖ Managed a wide scope of residential construction projects
 - ❖ Drafted construction drawings for city engineers and plans examiners
 - ❖ Interfaced with municipal building, planning, fire, and public works departments to acquire building and land use permits, easements, and variances
 - ❖ Analyzed real estate market data, and negotiated property sales and purchases
 - ❖ Supervised sub-contractors and laborers, and approved bids and budgeting

ENTERTAINMENT EXPERIENCE

- Jan 1991-Present **Guitarist/Vocalist/Managing Partner, The Beatniks**
- ❖ Seventeen years of performance experience with regional 60/70's music group
 - ❖ Supervise and coordinate local and national booking agents and oversee negotiations with extensive list of corporate clients which includes: Microsoft, Seattle Seahawks, Nike, Seattle Mariners, American Express, AT&T, Costco, MCM, Experience Music Project, Intel, Washington Mutual, Getty Images, Nordstrom, Merrill Lynch, and Bank of America
 - ❖ Participation in charitable events: American Heart Association, City of Hope, United Cerebral Palsy, Bellevue Boys & Girls Club, United Way, Cystic Fibrosis Foundation, Leukemia Society of America, Seattle Emergency Housing
 - ❖ Manage business affairs as C.E.O., developed www.thebeatniks.com, and administered a 5000+ person marketing list

INTERESTS

Soccer, Vintage Guitars, Sign Language

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-551, authorizing the Mayor to execute Contract Amendment No. 1 to contract #D37962D for the Local Hazardous Waste Management Program	Agenda Date: November 6, 2008		AB08-114
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		X
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$5,927.40	Court – Kaaren Woods		
Fund Source: Grant	Natural Resources/Parks – Aaron Nix	X	
Timeline: Event to be held in Spring 2009			
Attachments: Resolution No. 08-551, Contract No. D037962D, Amendment No. 1			
SUMMARY STATEMENT: The Council needs to authorize the Mayor the ability to execute Contract Amendment No. 1 to the Local Hazardous Waste Management Program grant agreement. The amendment pertains to the lengthening of the time of performance and compensation under the current grant program.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-551, authorizing the Mayor to execute Amendment No. 1 to the Local Hazardous Waste Management Program contract #D37962D.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
November 6, 2008			

RESOLUTION NO. 08-551

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM FOR CONTRACT #D37962D ENTERED INTO BY THE COUNCIL ON FEBRUARY 21, 2008

WHEREAS, the City of Black Diamond entered into an agreement with the local hazardous waste management program on February 21, 2008; and

WHEREAS, said grant would fund a Cleanup Day/Special Recycling Collection and Household Hazardous Waste educational activities;

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

Section 1. The Mayor is hereby authorized to execute Contract Amendment No. 1 with the Local Hazardous Waste Management Program for contract #D37962D as contained in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF NOVEMBER, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

CONTRACT AMENDMENT

Page 1 of 5 Total Pages

PROJECT NAME Local Hazardous Waste Management Program
CONTRACTOR City of Black Diamond
ADDRESS PO Box 599
Black Diamond, WA 98010

CONTRACT NO. D37962D
DATE ENTERED 1/1/2008
AMENDMENT NO. 1
DATE ENTERED 1/1/2009

AMENDMENT REQUESTED BY

PHSKC
Organization

P Shallow
Name

AMENDMENT AFFECTS

- Scope of Services
 - Time of Performance
 - Compensation
 - Method of Payment
 - Reliance
 - Terms and Conditions
 - Results of Services
-

1. Purpose of Amendment: This Amendment adds \$5,927.40 in funding to extend services and events conducted as part of the Local Hazardous Waste Management Program through 12/31/2009 as authorized by the 2009 Annual King County Budget and changes Contract boilerplate language in two sections.
2. AMEND: **Contract Total \$5,914.82**
TO READ: **Contract Total \$11,842.22**
3. AMEND: **Contract Period: January 1, 2008 – December 31, 2008**
TO READ: **Contract Period: January 1, 2008 – December 31, 2009**
4. AMEND **Exhibit I, Scope of Work** by adding the attached **Exhibit I - 2009, Scope of Work**.
5. AMEND **Exhibit II, Budget/Invoice** by adding the attached **Exhibit II – 2009, Budget/Invoice**.
6. AMEND: **Section II.A. TERM AND TERMINATION:**
“Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2008...”
TO READ: **Section II.A. TERM AND TERMINATION:**
“Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2009...”

7. AMEND: **Section III.B COMPENSATION AND METHOD OF PAYMENT:**
 "The County shall make payment to the Contractor not more than **45** days after a complete and accurate invoice is received."
 TO READ: **Section III.B COMPENSATION AND METHOD OF PAYMENT:**
 "The County shall make payment to the Contractor not more than **30** days after a complete and accurate invoice is received."
8. AMEND: **Section VI.G MAINTENANCE OF RECORDS/EVALUATIONS AND INSPECTIONS:**
 "The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter **42.17**."
 TO READ: **Section VI.G MAINTENANCE OF RECORDS/EVALUATIONS AND INSPECTIONS:**
 "The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter **42.56**."

All other terms and conditions of the original contract shall remain unchanged.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first written.

KING COUNTY, WASHINGTON	CONTRACTOR
FOR	
King County Executive	Signature
Date	Name (please type or print)
	Date

**MEMORANDUM OF UNDERSTANDING ON THE LOCAL HAZARDOUS
WASTE MANAGEMENT PROGRAM FOR 2009 ACTIVITIES**

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the terms and conditions associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Black Diamond will organize a citywide household hazardous waste collection and recycling event. At the event the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, computer monitors, TVs, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

The responsibilities of the parties to this Contract shall be as follows:

A. The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a. An invoice (see Exhibit II). Invoices should be sent to the Contract Administrator for approval and payment.
 - b. A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c. Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.
3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Aaron C. Nix at the City of Black Diamond, PO Box 599, Black Diamond, at (253) 631-0351, (ANix@ci.blackdiamond.wa.us), or his designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Administrator for resolution.

B. Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

C. Program Contacts

Jay Watson
 LHWMP Program Administrator
 150 Nickerson Street, Suite 100
 Seattle, WA 98109
 206-352-8163
jay.watson@kingcounty.gov

Paul Shallow
 LHWMP Contract Administrator
 401 Fifth Avenue, Suite 1100
 Seattle, WA 98104
 206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT II - 2009
Budget/Invoice
LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

From: The City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

To: Paul Shallow, LHWMP Contract Administrator
Seattle-King County Department of Public Health
401 Fifth Avenue, Suite 1100
Seattle, WA 98104

Contract #D37962D

Period of time: _____, 2009 to _____, 2009.

In performance of a signed Contract between King County and the City of Black Diamond, I hereby certify that the following expenses were incurred during the above-mentioned period of time.

Signature

Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
HHW Education				
HHW Collection	\$5,927.40			
TOTAL	\$5,927.40			

For Health Department Use Only

Local Hazardous Waste Management Program Approval:

Paul Shallow

Date

This form is available in alternate formats for people with disabilities upon request.

King County Contract No. D37962D
 Federal Taxpayer ID No. 91-6016204

KING COUNTY CONTRACT FOR SERVICES WITH OTHER GOVERNMENT, INSTITUTION, OR JURISDICTION – 2008

Department Seattle-King County Dept. of Public Health (a.k.a. Public Health – Seattle & King County)
 Division Environmental Health Services
 Contractor City of Black Diamond
 Project Title Local Hazardous Waste Management Program
 Contract Amount \$ 5,914.82
 Contract Period Start date: January 1, 2008 End date: December 31, 2008

THIS CONTRACT is entered into by KING COUNTY (the "County"), and (the "Contractor"), whose address is P.O. Box 599, Black Diamond, WA 98010.

WHEREAS, the County has been advised that the following are the current funding sources, funding levels and effective dates:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	5,914.82	1/1/08 to 12/31/08
TOTAL	5,914.82	1/1/08 to 12/31/08

and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract, and as authorized by the 2008 Annual Budget.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. INCORPORATION OF EXHIBITS

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

- Exhibit I: Scope of Work/Responsibilities
- Exhibit II: Budget/Invoice
- Exhibit III: Mission, Method, and Expectations
- Exhibit IV: Certificate of Insurance and Additional Insured Endorsement

II. TERM AND TERMINATION

- A. This Contract shall commence on the 1st day of January 2008, and shall terminate on the 31st day of December 2008, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

- C. The Contractor shall submit its final invoice and all outstanding reports within 90 days of the date this Contract terminates. If the Contractor's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.
- E. If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip.

IV. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Contractor shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards.

V. DEBARMENT AND SUSPENSION CERTIFICATION

Agencies receiving federal funds that are debarred, suspended, or proposed for debarment are excluded from contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for

officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.

- G. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- H. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA)

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164.

A. Obligations and Activities of the Contractor

1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by law.
2. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by CFR Title 45, Section 164, Subpart C.
3. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract.
4. The Contractor agrees to report to King County Public Health Compliance Office any use or disclosure of protected health information not allowed under this Contract, or security incident, within two (2) days of the Contractor's knowledge of such event.
5. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of King County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.
6. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.
7. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164-526.
8. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary, in a

- C. If the Contractor is a municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with subsection VIII.A.
- D. If the Contractor, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Contractor's fiscal year.
- E. Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

IX. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;

The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section II.C.;
- D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II. Subsections B, C, D, and E.

X. DISPUTE RESOLUTION

- A. The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

- E. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII. INSURANCE REQUIREMENTS

A. By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

B. Minimum Scope and Limits of Insurance

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Coverage shall be at least as broad as:

1. Commercial General Liability:

Insurance Services Office form number (CG 00 01 current edition or its equivalent) covering **COMMERCIAL GENERAL LIABILITY**.

-Minimum Limit: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits; a \$2,000,000 aggregate limit.

2. Professional Liability:

Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.

Minimum Limit: \$1,000,000 per claim and in the aggregate.

employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

- c. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.
- b. Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

E. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by King County.

If, at any time, the foregoing policies shall fail to meet the above minimum requirements the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

F. Verification of Coverage

The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Municipal or State Contractor Provisions

If the Contractor is a Municipal Corporation or a Contractor of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-

XV. NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. The completion of County M/WBE forms which may be included in the Contract documents is not required. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities for M/WBEs to participate in all County contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any disability in an otherwise qualified disabled person.
- C. The Contractor shall maintain, until at least 12 months after completion of all work under this Contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as subcontractors and suppliers in this Contract and in its overall public and private business activities. The Contractor shall also maintain, until 12 months after completion of all work under this Contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Contract. The Contractor shall make such documents available to the County for inspection and copying upon request. If this Contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.
- D. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Business Enterprises ("M/WBEs") in County contracts. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at (360) 753-9693 or on-line through the web site at www.wsdot.wa.gov/omwbe/.
- E. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract for which the Contractor may be subject to damages and sanctions provided for by Contract and by applicable law.

XVI. CONFLICT OF INTEREST

- A. The Contractor agrees to comply with the provisions of KCC Chapter 3.04. Failure to comply with any requirement of KCC Chapter 3.04 shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XIX. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XX. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

In accordance with King County Code 10.16, the Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract. In addition, the Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

XXI. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XXII. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXIII. CONTRACT AMENDMENTS

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIV. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXV. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXVI. APPLICABLE LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

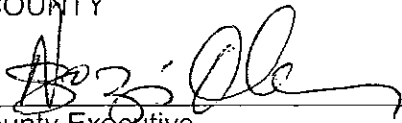
IN WITNESS HEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

FOR

King County Executive

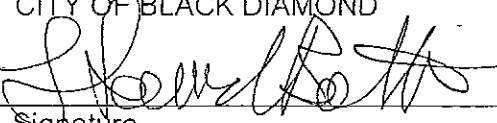
Date



3/10/08

CITY OF BLACK DIAMOND

Signature



Howard Batts
NAME (Please type or print)

Date

2/21/08

Approved as to Form:

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

EXHIBIT I

D37962D

MEMORANDUM OF UNDERSTANDING ON THE LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM FOR 2008 ACTIVITIES

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the terms and conditions associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Black Diamond will organize a citywide household hazardous waste collection and recycling event. At the event the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, computer monitors, TVs, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

The responsibilities of the parties to this Contract shall be as follows:

A. The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit II). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statements should include vendor

names, description of services provided, date paid and a check or warrant number.

3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Brenda Streepy at the City of Black Diamond, PO Box 599, Black Diamond, at (253) 631-0351, (BStreepy@Cityofblackdiamond.com), or her designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Administrator for resolution.

B. Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within forty-five (45) days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator

will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

C. Program Contacts

Liz Tennant
Acting LHWMP Program Administrator
150 Nickerson Street, Suite 100
Seattle, WA 98109
206-284-7974
liz.tennant@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT II
Budget/Invoice
LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

From: The City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

To: Paul Shallow, LHWMP Contract Administrator
Seattle-King County Department of Public Health
401 Fifth Avenue, Suite 1100
Seattle, WA 98104

Contract #D37962D

Period of time: _____, 2008 to _____, 2008.

In performance of a signed Contract between King County and the City of Black Diamond, I hereby certify that the following expenses were incurred during the above-mentioned period of time.

Signature

Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
HHW Education				
HHW Collection	\$5,914.82			
TOTAL	\$5,914.82			

For Health Department Use Only

Local Hazardous Waste Management Program Approval:

Paul Shallow

Date

CITIES INSURANCE ASSOCIATION OF WASHINGTON

CERTIFICATE OF INSURANCE

REVISED

ISSUE DATE 9/23/2007

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER	COMPANIES AFFORDING COVERAGE
Public Risk Underwriters 18106 140th AVENUE N.E. WOODINVILLE, WASHINGTON 98072-6874 PHONE (425) 482-5767 FAX (425) 482-2777	GENERAL LIABILITY ST PAUL FIRE & MARINE INSURANCE COMPANY AUTOMOBILE LIABILITY ST PAUL FIRE & MARINE INSURANCE COMPANY PROPERTY ST PAUL FIRE & MARINE INSURANCE COMPANY CRIME / PUBLIC EMPLOYEE DISHONESTY ST PAUL FIRE & MARINE INSURANCE COMPANY
INSURED	
CITY OF BLACK DIAMOND A MEMBER OF CITIES INSURANCE ASSOCIATION OF WASHINGTON P.O. BOX 599 25510 LAWSON ST. BLACK DIAMOND, WA 98010	


COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY				
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	GP06301990	9/1/2007	9/1/2008	GENERAL AGGREGATE \$20,000,000 PERSONAL & ADV INJURY \$10,000,000 EACH OCCURRENCE \$10,000,000 ANNUAL POOL AGGREGATE \$45,000,000
(LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)				
AUTOMOBILE LIABILITY				
ANY AUTO	GP06301990	9/1/2007	9/1/2008	COMBINED SINGLE LIMIT \$10,000,000
(LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)				
PROPERTY				
	GP06301990	9/1/2007	9/1/2008	\$50,000,000 LIMIT \$250,000,000 ANNUAL POOL AGGREGATE
CRIME / PUBLIC EMPLOYEE DISHONESTY				
	GP06301990	9/1/2007	9/1/2008	\$1,000,000 EACH OCCURRENCE
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS				
WITH REGARD TO A LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM, ID# D37318D, KING COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS ARE NAMED ADDITIONAL INSURED, WITH RESPECT TO THE ABOVE REFERENCED CONTRACT ONLY, SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS AND PER ATTACHED ADDITIONAL INSURED ENDORSEMENT.				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO LIABILITY OR OBLIGATION OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
PUBLIC HEALTH-SEATTLE & KING COUNTY 999 THIRD AVE., SUITE 600 SEATTLE, WA 98104-4039 ATTN: JEFFREY BROWN-CONTRACT SPECIALIST II	 Susan J. Alderin

**PUBLIC ENTITY LIABILITY PROTECTION POOLING GROUPS
ADDITIONAL PROTECTED PERSONS ENDORSEMENT – PERSONS
OR ORGANIZATIONS REQUIRED BY WRITTEN CONTRACT FOR
INSURANCE.**

This endorsement changes your Public Entity Liability Protection
Pooling Groups – Excess of Self-Insured Retention.

How Coverage is Changed

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Additional protected person when required by a written contract for insurance.

Any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person. But only for covered injury or damage arising out of:

- premises you own, lease or borrow; or
- your work for that person or organization.

Any person or organization that you agree in a written contract of insurance to add as an additional protected person under this agreement is also a protected person for covered injury or damage arising out of your completed work for that person or organization. But only if the written contract for insurance specifically requires such completed work coverage for that person or organization and only for the period of time such completed work is required in the written contract for insurance

However, no person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person for injury or damage arising out of its sole negligence.

In addition, any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person only for the lessor of:

- the limits of coverage required by the written contract for insurance; or
- the limits of coverage available for this agreement.

Written contract for insurance means that part of any written contract or agreement in which you agree to add a person or organization as an additional protected person under this agreement that:

- was made before; and
- is in effect when;

NAME OF INSURED	Policy Number	Processing Date	Effective Date
Cities Insurance Association of Washington	GP06301990	09/01/07	09/01/07

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-552, authorizing the Mayor to execute an agreement for property access, occupancy and use with Nestle Waters North America, Inc.	Agenda Date: November 6, 2008		AB08-115
	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 – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Court – Kaaren Woods			
Cost Impact:			
Fund Source:			
Timeline:			
Attachments: Resolution No. 08-552, Agreement			
SUMMARY STATEMENT: Council has expressed an interest in exploring the sale of water to Nestle Waters North America, Inc., and in order for Nestle to complete their due diligence they need access to the City’s spring site and other properties in order to determine if the City’s water supply will meet their needs.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-552, authorizing the Mayor to execute an agreement for property access, occupancy and use with Nestle Waters North America, Inc.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
November 6, 2008			

RESOLUTION NO. 08-552

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROPERTY ACCESS, OCCUPANCY AND USE WITH NESTLE WATERS NORTH AMERICA, INC.

WHEREAS, the City Council of Black Diamond has expressed an interest in exploring the sale of water to Nestle Waters North America, Inc.; and

WHEREAS, the Nestle Water North America, Inc. needs access to the City's spring site and other properties in order to determine if the City's water supply will meet their needs; and

WHEREAS, the City desires to formalize the terms and conditions of such access;

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

Section 1. The Mayor is hereby authorized to execute an agreement for property access, occupancy and use with Nestle Waters North America, Inc. substantially in the form attached as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF NOVEMBER, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

RETURN ADDRESS:

City of Black Diamond
Department of Public Works
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010

AGREEMENT FOR PROPERTY ACCESS, OCCUPANCY AND USE

1. **Date and Parties.** This agreement (“Agreement”) for reference purposes only, is dated the _____ day of _____, 2008 (“Agreement Date”), and is entered into by and between the City of Black Diamond, a Municipal Corporation (“Property Owner”), and Nestlé Waters North America, Inc., a Delaware Corporation (“NWNA”), each a “Party” and collectively the “Parties.”

2. **Property.** Property Owner is the owner of certain real property described by King County, Washington Tax Parcel Identification Numbers (PIN) 1921079058 and 1921079022 and shown on EXHIBIT “A” attached and has access to the parcels identified by PIN 1921079030 and 1921079032 for the maintenance of the North Shore Pump Station and pipeline bridge (collectively, the “Property”).

3. **General Recitals and Agreement Purpose.**

3.1 NWNA is in the business of bottling and distributing spring water to consumers under its specific brand names.

3.2 The Property Owner owns and operates a municipal water supply system, one of the sources of water for which is spring water from a spring located on the Property.

3.3 The Property Owner has not determined whether it will sell water from its spring water source to NWNA, and NWNA has not determined whether or not it will buy water from the Property Owner.

3.4 In order for the Parties to determine whether or not it would be in their collective best interests to pursue an Agreement for the Property Owner to provide NWNA with spring water from the Property Owner, additional data needs to be collected to determine whether or not the Property Owner’s spring water source will meet the criteria that NWNA requires.

3.5 The Agreement Purpose is to allow NWNA to conduct tests on the Property in a manner that will:

- (1) protect the Property Owner’s spring water source;
- (2) provide each Party with additional information so that each Party may make its own determination whether or not further negotiations are warranted; and
- (3) allow each Party additional time to assess the potential environmental and economic effects and benefits of proceeding to consider a detailed proposal.

4. **Effective date and Agreement.** The rights of access and use granted by Property Owner to NWNA under this Agreement, and the mutual obligations, benefits and responsibilities from and to each Party shall commence on the Agreement Date and will

continue for a period of 365 days unless the Agreement is terminated early or extended as authorized herein..

5. **Extensions.** This Agreement may only be extended with the written consent of Property Owner which consent can be withheld in the Property Owner's sole discretion.

6. **Limits on Property Owner's use.** During the term of this Agreement, Property Owner may use the Property for the continued operation, maintenance and repair of its water system, and for any purposes not inconsistent with the rights herein granted, provided that Property Owner agrees not to build, create or construct any obstruction, building, engineering works, or other structures on or over the Property, in a manner that would materially interfere with NWNA's rights hereunder, unless the Property Owner, in its reasonable discretion, determines that it is necessary in order to adequately protect or maintain its water system, and water source. Property Owner reserves all rights with respect to the Property including, without limitation, the right to grant easements, licenses and permits to others subject to the rights granted herein.

7. **Limits on NWNA's use.** The Property may be entered, occupied and used by NWNA, its agents, employees, contractors and subcontractors solely for the purpose of evaluating environmental conditions, collecting samples, field mapping, drilling and performing geophysical work to accomplish the tasks described in this Agreement. Some clearing of brush and other vegetation may be required in order to complete these tasks. However no significant trees greater than two inches in diameter shall be removed, or their root structure damaged, without the Property Owner's prior written consent. Non-significant trees of three inches or less can be removed without the Property Owner's consent. These are listed as non-significant trees in the Property Owner's tree preservation ordinance: Black locust (*Robinia pseudoacacia*); Cottonwood (*Populus fremontii*); Native alder (Native *Alnus* only); Native willow (Native *Salix* only); and Lombardy poplar (*Populus nigra*). All other trees are considered significant for purposes of this Agreement. Before clearing any land NWNA shall submit a clearing plan, as required by City code, and shall comply with the City code with regards to erosion control. NWNA shall also provide a landscape plan in order to comply with the City's tree preservation ordinance and landscape code regarding all cleared areas. NWNA shall replant the Property in accordance with the approved plan at the conclusion of the Work, and prior to the Agreement termination date.

In addition, NWNA, its agents, employees, contractors and subcontractors shall at all times exercise their rights and obligations under this Agreement in accordance with the requirements of all applicable statutes, laws, orders, rules, and other regulations of any public authority having jurisdiction and shall not interfere with the Property Owner's ability to operate and maintain its municipal water system.

8. **Description of planned use.** Work by NWNA shall be performed in phases. The purpose of the work is to accomplish the following tasks (the "Work"):

- Inspect the existing spring collector
- Collect water quality samples

- Review local geology and hydrologic features
- Review pipeline alignment, pump stations, and other Property Owner infrastructure
- Complete geophysical surveys
- Install exploratory/monitoring wells
- Install test wells and perform hydraulic and water quality testing
- Install and operate instrumentation to document water level and water quality trends relative to spring flow and precipitation trends
- Complete elevation surveys

9. **Installation of Monitoring Wells.** NWNA will design monitoring equipment in a manner to prevent obstructions and that comports to the Property Owner's goals of maximizing security and visual obscurity for the monitoring equipment. Prior to construction, NWNA will provide the Property Owner a copy of the geophysical survey prepared to site the monitoring wells and will meet with the Property owner to review monitoring well locations and designs. NWNA may not install any monitoring wells until the Property Owner approves the design and location which approval shall not be unreasonably withheld. The Property Owner's approval of the location and design of monitoring wells does not waive any obligation of NWNA under this Agreement. After installation of the monitoring equipment, NWNA will secure the equipment to prevent tampering. Once the Work is complete (meaning that all of the required evaluations and data collection activities are complete), ownership of the installed fixtures will be transferred to the Property Owner without charge. At such time, the Property Owner may replace the security devices on the monitoring wells. NWNA will retain ownership of all removable personal property used during the Work and will remove the same from the Property following the Work.

10. **Notice of sampling and access to work accomplished.** At least two business days prior to entering on the Property for any reason, NWNA will provide the Property Owner with a written list of all authorized personnel that will enter onto the Property and the Work tasks, if any, that they will be performing. NWNA will meet with Property Owner's representative prior to any entry on the Property. The Property Owner's representative may, in the Property Owner's discretion, observe any of the Work. NWNA will provide a weekly schedule describing the actual, specific schedule of Work to be performed on the Property in the coming week to the Property Owner's representative for review. Any deviation from or refinements to the weekly schedule will be provided by NWNA to the Property Owner as soon as practical and no later than 8:00 a.m. on the affected work day.

NWNA shall pay to the Property Owner when billed, the amount equal to its normal billing rate for the time the Property Owner's representative devotes to performing the tasks set forth in this paragraph, and in observing the Work. The Property Owner's invoice shall set forth the hours worked, the date the work was performed, and the name of the representative performing the work. When the Property Owner's representative enters the Property for the purpose of observing the Work, the Property Owner's representative shall check in and out with the NWNA contractor or subcontractor performing the Work, and shall not charge NWNA for time spent performing his or her customary duties.

NWNA shall provide the Property Owner with a copy of all data and non-proprietary analyses developed during the performance of the Work authorized by this Agreement within 90 days of the date on which NWNA completes quality assurance and quality control for the data and analyses.

11. Disruption of access to the Property. It is understood and agreed that it may be necessary for NWNA to prevent access by others to portions of the Property for brief periods of time. NWNA will use good faith efforts to minimize disruption of access during those times and shall coordinate its activities with the Property Owner to minimize such disruptions. NWNA may not prevent access to the Property by the Property Owner when access by the Property Owner is deemed necessary by the Property Owner to maintain and operate the Property Owner's municipal water system.

12. Reasonable care and duty to restore Property. All Work performed by NWNA pursuant to this Agreement will comply with all applicable industry standards and shall not damage, disturb, or destroy improvements and land contours existing on the Property. NWNA will document the condition of the Property prior to commencing the Work and provide a copy of the report documenting the condition of the Property to the Property Owner prior to the commencement of the Work. Prior to commencing the Work, the Property owner and NWNA will agree on the existing condition of the Property. In the event that the existing improvements and land contours are damaged, disturbed, or destroyed, including damage to existing roads in the course of the Work, NWNA shall restore the damaged, destroyed or disturbed improvements and land contours with equivalent quality materials and workmanship to their condition prior to the Work to the reasonable satisfaction of the Property Owner or, alternatively, to a condition mutually agreeable to Property Owner and NWNA.

13. Assumption of risk and indemnification. NWNA expressly assumes all risks for its employees, agents, contractors and subcontractors who enter upon the Property to perform the Work. NWNA also expressly agrees to release, indemnify and promise to defend and save harmless Property Owner from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Property Owner in connection therewith (collectively "Damages"), arising out of the exercise by NWNA and its agents, employees, contractors and subcontractors of the rights and obligations contained in this Agreement, to the extent those Damages result from the negligent acts or omissions or willful misconduct of NWNA, its agents, employees, contractors and subcontractors and those Damages arising out of a breach of this Agreement by NWNA. Nothing in this agreement shall require NWNA to defend or protect Property Owner from Damages attributable to the sole negligence or willful misconduct of Property Owner.

14. Insurance. NWNA shall require each of its contractors and subcontractors to provide a certificate of insurance to the Property Owner for its inspection prior to that contractor or subcontractor entering the Property, and such insurance shall include:

- A. Automobile Liability insurance with limits no less than \$1,000,000 Combined Single Limit per occurrence for bodily injury and property damage; and

- B. Commercial General Liability insurance, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.
- C. Pollution Liability insurance with limits no less than \$1,000,000 per occurrence.

The insurance policies obtained by NWNA's contractors and subcontractors shall name the Property Owner as an additional insured with regard to activities performed by or on behalf of NWNA on the Property. This insurance requirements described above shall not apply to NWNA itself or to any of its contractors or subcontractors that are not bringing vehicles or other equipment onto the Property.

15. Independent status. In conducting activities pursuant to this Agreement, NWNA its agents, employees, contractors and subcontractors, shall at all times not be acting as agents of the Property Owner and must not represent, imply or suggest by word or deed to be employees or agents of Property Owner.

16. Waiver of lien rights required. Prior to allowing the commencement of work by any person or other legal entity which would have a right to file a lien upon the Property if not paid for services, NWNA shall obtain from the service provider, and tender to Property Owner, a duly executed waiver of lien rights in the form attached hereto as Exhibit "B". There shall be no right of entry under this agreement for each of said entities until the signed waiver is received by Property Owner.

17. Termination. Either Party may terminate this Agreement by giving written notice to the other, specifying the date of termination, such notice to be given not less than 20 days prior to the date specified in such notice. On termination or expiration of this Agreement, NWNA shall quit the Property and shall remove all personal property from the Property. Ownership of fixtures installed on the Property will transfer to the Property Owner upon termination.

18. Remedies for Breach. If any violation of the Agreement occurs, then either Party may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or to compel specific performance of the obligations hereunder. The previous sentence notwithstanding, and as an additional remedy as well as a reserved right, the Property Owner may immediately prohibit access to the Property, and stop all work on the Property, without court intervention, if it reasonably believes that NWNA or anyone acting on its behalf, has, or is about to take action that would jeopardize the spring water source or damage any trees, the removal of which are not authorized pursuant to Paragraph 7 above, or Property Owner improvements on the Property.

19. **Governing Law and Venue.** It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington and venue for all litigation arising out of this Agreement shall be brought in the Superior Court of King County, Washington State.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

21. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

22. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when received by certified or registered mail if sent to the respective address of each Party, when personally served upon the Party's representative listed below, or in the case of the notice copies, when delivered to the business address for the listed attorney. The Property Owner's address for purposes of any notice provided for or concerning this Agreement is as follows:

Gwendolyn Voelpel
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

With a copy to:
Loren D. Combs
VSI Law Group PLLC
3600 Port of Tacoma Road
Tacoma, WA 98424

NWNA's address for purposes of any notice provided for or concerning this Agreement is as follows:

Christopher Kemp
Project Manager Pacific Northwest
Nestlé Waters North America, Inc.
777 West Putnam Avenue
Greenwich, CT 06830

With a copy to:

William H. Chapman
K&L Gates LLP
925 Fourth Avenue, Suite 2900

Seattle, WA 98104

23. Assignment of Rights. The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm or corporation or other entity without the prior, express and written consent of the other Party which consent can be withheld in each Party's sole discretion.

24. Authority to Execute Agreement.

24.1 The Mayor for the City of Black Diamond was authorized to execute this agreement on behalf of the Property Owner by the adoption of Resolution _____.

24.2 NWNA represents that the undersigned has the authority to bind NWNA to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Black Diamond

Nestlé Waters North America, Inc.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

Page 1 of 2

WAIVER OF LIEN RIGHTS

The undersigned has been requested to assist Nestlé Waters North America, Inc. (“NWNA”) regarding work to be performed on real property identified by King County Assessor’s Tax Parcel numbers 1921079058 and 1921079022, the legal description to which is attached hereto as Exhibit A (the “Property”).

The undersigned acknowledges that NWNA has no authority to obligate the Property nor to authorize anyone to enter upon the Property except within the terms of that certain “Property Access, Occupancy and Use Agreement” dated _____, 2008, the terms of which are incorporated by reference herein.

The undersigned has been requested by NWNA to conduct _____ . The undersigned acknowledges that they would normally have the right to file a Mechanics’ and Materialmen’s Lien under RCW Chapter 60.04 for said work. However, the undersigned acknowledges that unless they waive their lien rights they are not authorized to enter upon the Property in order to conduct their studies and provide their professional services.

In consideration for NWNA contracting with the undersigned to perform the professional services contemplated hereunder, the undersigned on behalf of itself and anyone working at their request, does hereby waive its Mechanics’ and Materialmen’s Lien rights under Chapter 60.04 RCW. The undersigned will not assert lien rights against the Property and does hereby knowingly and intentionally waive its lien rights as a material and substantial consideration for being allowed to assist NWNA in conducting its study.

THIS DOCUMENT RESULTS IN THE WAIVER OF A MATERIAL AND SUBSTANTIAL RIGHT. BY SIGNING THIS DOCUMENT YOU ARE KNOWINGLY AND INTELLIGENTLY GIVING UP THE IMPORTANT RIGHT OF BEING ABLE TO FILE A LIEN AGAINST THE REAL PROPERTY. YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY IF YOU HAVE ANY QUESTIONS AS TO WHETHER OR NOT SIGNING THIS DOCUMENT IS IN YOUR BEST INTERESTS.

WAIVER OF LIEN RIGHTS

If either party commences legal action to enforce any terms of this Agreement then the prevailing party shall be entitled to an award of reasonable attorneys fees incurred in the legal action.

Dated this ____ day of _____, 20__.

Company Name : _____

[PRINT COMPANY NAME]

By: _____

Its: _____

Address: _____

Telephone: _____

STATE OF WASHINGTON)

County of _____)

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath, stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ 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: _____