



CITY OF BLACK DIAMOND
July 2, 2009 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.) **AB09-080** – Revised Park Rules

Mr. Nix

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

Oath of Office – New Police Officers, Noel Clark, Joshua Tapecc, Paul Johnson

UNFINISHED BUSINESS: None

NEW BUSINESS:

2.) **AB09-081** – Resolution Authorizing Meter Purchase Contract with United Pipe and Supply

Mr. Boettcher

DEPARTMENT REPORTS:

Police – Chief Kiblinger

Natural Resources/Parks – Mr. Nix

MAYOR’S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

3.) **Claim Checks** – July 2, 2009 No. 33706 through 33771 (voided check 33711) in the amount of \$617,298.70

4.) **Minutes** – Council Meeting of June 18, 2009 and June 25, 2009 and Workstudy Notes of June 11, 2009, June 18, 2009 and June 25, 2009

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Public Hearing - Updating the City of Black Diamond's parks rules section of the municipal code.	Agenda Date: July 2, 2009		AB09-080
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk –Brenda L. Martinez		X
	Finance – May Miller		
	Community Dev. – Steve Pilcher		
	Parks/Natural Resources – Aaron Nix	X	
	Economic Dev. – Andrew Williamson		
Police – Chief Kiblinger			
Public Works – Seth Boettcher			
Cost Impact: N/A			
Fund Source: N/A			
Timeline: N/A			
Attachments: Proposed Ordinance, Public Comment			
SUMMARY STATEMENT: It's been approximately 20 years since the City updated the park's rules section of the Black Diamond Municipal Code. Because of this, staff has been working with the public, elected officials and other members of the public in drafting new rules that will apply to all parks within the City of Black Diamond. Staff feels ready to move forward with the public hearing on this subject and will hopefully bring the rules back to council for adoption at a later date.			
COMMITTEE REVIEW AND RECOMMENDATION: The Parks Committee (Councilmember Boston and Olness) recommends the draft rules for public hearing as attached.			
RECOMMENDED ACTION: Public Hearing only.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 2, 2009			

ORDINANCE NO. 09- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING CHAPTER 9.86 OF THE BLACK DIAMOND MUNICIPAL CODE TO UPDATE THE PROVISIONS DEALING WITH PROHIBITED CONDUCT IN CITY PARKS

WHEREAS, city parks perform a vital social function by providing a place for individuals and families to enjoy a natural setting and escape many of the sounds and activities that are otherwise part of city life; and

WHEREAS, this social function shall become even more important in the future as population growth brings increased density and commercial development occurs within our city; and

WHEREAS, the cost of maintaining the City's parks has made it necessary for the City to authorize the imposition of permit fees and user fees to help generate revenue to cover maintenance costs; and

WHEREAS, the municipal code is currently silent about many nuisance behaviors that detract from the public's ability to enjoy our city parks.

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

Section 1. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.015 to read as follows:

9.86.015 Permit and user fees authorized.

The city may require permits to be issued and user fees to be assessed prior to allowing certain activities to be conducted in city parks. The types of activities subject to permits and user fees, as well as the cost for such permits and fees, shall be established by the city's official fee schedule.

Section 2. Section 9.86.030 of the Black Diamond Municipal Code is hereby amended to read as follows:

9.86.030 Motor vehicle restrictions.

- a. motorized wheelchairs and other motorized mobility assistance devices necessary for disabled or handicapped persons or others with restricted mobility to access areas of the park are exempt from these restrictions unless noted otherwise.
- b. No unauthorized motor vehicles, including automobiles, trucks, buses, motorcycles, motor bikes, all terrain vehicles, camp trailers, campers or trailers shall be operated in any park except as allowed on designated roadways and parking areas.
- c. It is unlawful to speed in excess of the posted speed limit or in excess of fifteen miles per hour where no speed limit is posted in any park. In addition, no motorized vehicle, including motorized wheelchairs or other motorized mobility assistance devices, shall be operated in a negligent or reckless manner.
- d. It is unlawful for any person in any park to engage in, conduct or hold any trials or competitions for speed, endurance or hill climbing involving any vehicle, boat, aircraft or animal, except at specified places and times designated for such activities by the City Council upon determination that:
 - (1) Reasonable provision has been made to insure that the health and safety of participants and spectators will be protected and not be subject to undue hazard, provided, the city shall not be liable for any injuries to participants and may require participants to expressly waive any potential claims against the city as a condition of participation in any event or activity;
 - (2) Such activities will be conducted in such a manner as to minimize potential damage to public or private property;
 - (3) Such activities will not constitute a public nuisance; and
 - (4) Such activities will not unduly interfere with the use of park facilities by the general public.
- e. No operator of any vehicle shall park or put such vehicle in any Black Diamond park area, except where the operator is using the area for an allowed recreational purpose and the vehicle is parked either in a designated parking area, or in another area with the permission of a park employee. For purposes of this section, "vehicle" shall mean an automobile, Recreational Vehicle, trailer of any kind, tent trailer, boat, camper, or other motorized conveyance not otherwise exempted under this chapter. No person shall park, leave standing, or abandon a vehicle in any Black Diamond park area after closing time. Any vehicle found parked in violation of this section may be towed away at the owner's or operator's expense.
- f. It is unlawful to park a motor vehicle in a designated handicapped parking space without the officially recognized symbol on the vehicle license plate. All improperly parked vehicles are subject to being towed away at the owner's or operator's expense.

Section 3. Section 9.86.040 of the Black Diamond Municipal Code is hereby amended

Ordinance No. _____

to read as follows:

9.86.040 Liquor.

The possession and/or consumption of intoxicants are prohibited in all parks in the city without a permit.

Section 4. Section 9.86.050 of the Black Diamond Municipal Code is hereby amended to read as follows:

9.86.050 Animals.

No animal shall be allowed in any park without a permit except for police animals, service animals or domesticated animal under restraint by a person able to properly control the animal or while the animal is within a designated off-leash area. All horses shall be confined to those areas designated as roadways and parking areas. The person who has brought the animal into the park shall be responsible for depositing all of the animal's solid wastes in a designated waste receptacle. No animal shall be abandoned or left to remain unattended in a city park.

Section 5. The Black Diamond Municipal Code is hereby amended to read as follows:

9.86.160 Camping.

It is unlawful for any person to camp overnight in any park except by permit of the Black Diamond Park's Director.

Section 6. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.070 to read as follows:

9.86.070 Team sports and group athletic activities.

Team sports and other group athletic activities, including but not limited to softball, baseball, football, soccer, volleyball, and Frisbee football, shall be allowed only in designated areas or by permit.

Section 7. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.080 to read as follows:

9.86.080 Damaging uses prohibited.

It is unlawful for any person to remove, destroy, mutilate or deface any structure, or any part of any structure, or any fixture therein, or attached thereto, or any monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, shrub, tree, fern, plant, flower, lighting system or sprinkling system, or any other property lawfully located within a city of Black Diamond park area, *provided*, insignificant damage to sod or playfield surfaces as a result of permitted activities is exempt.

Section 8. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.090 to read as follows:

9.86.090 Harassing wildlife or disturbing wildlife habitat prohibited.

- a. The intentional harassment of wildlife or intentional disturbing of wildlife habitat is prohibited within city parks.
- b. Disturbance by animals. It is unlawful for any person to permit any dog or other pet, whether on or off a leash, to disturb or harass any park personnel, users, neighboring property owners, farm animals, wildlife or other pets.

Section 9. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.100 to read as follows:

9.86.100 Erecting poles or signs prohibited.

- a. It is unlawful for any person, without prior written permission of the city council, to attach any notice, bill, banner, poster, sign, wire, rod, or cord to any tree, shrub, railing, post or structure within any park; provided that the director may permit the erection of temporary directional signs or decorations on occasions of public celebration and picnics.
- b. It is unlawful for any person, without prior written permission of the city council, to use, place or erect any signboard, sign, banner, billboard, bulletin board, post, pole, or device of any kind for advertising in any park, or to place or erect in any park a permanent or temporary structure of any kind; provided, that before granting any such permit, the city council shall establish general rules and regulations pertaining hereto, including provisions pertaining to removal, protection of the city Park Department and its employees, protection of the interests of the general public, and of persons using said park.

Section 10. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.110 to read as follows:

Ordinance No. _____

9.86.110 Soliciting and commercial activity prohibited.

No person may engage in soliciting or commercial activity in any City park without a permit.

Section 11. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.120 to read as follows:

9.86.120 Aggressive begging—Misdemeanor.

No person may engage in aggressive begging in a city park. "Aggressive begging" shall be defined as using threats, profane language, blocking passage or engaging in intentionally intimidating behavior combined with a request for money or other assistance, or making continued requests for money or other assistance from the same person after that person has clearly indicated that they decline to assist. Engaging in aggressive begging shall be a misdemeanor.

Section 12. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.130 to read as follows:

9.86.130 Firearms and Explosives.

It is unlawful to shoot, fire, or explode any firearms, rockets, fireworks, firecrackers, torpedo or explosive of any kind or to shoot or fire any air gun, bows and arrows, BB gun, or use any slingshot or other propelling device wherein the applied human energy or force is artificially aided, directed or added to in any park, except in such designated recreational areas as may be permitted by the city council and/or law enforcement officials acting in their official capacity.

Section 13. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.140 to read as follows:

9.86.140 Building Fires—Fires may be prohibited.

- A. It is unlawful for any person to build a fire in any park except in such areas as may be designated by the city within the park and where such designation is clearly defined by signs posted in such park areas. Fires may only be started and maintained in a fire burning facility that is sufficiently able to contain and prevent flames from spreading beyond the facility.
- B. The city may prohibit open fires, barbecues, or other sources of flame within any city park whenever, in the opinion of the city, allowing such activities would create

risk of fire spreading within the park or other damage to the park.

- C. Nothing in this section shall prohibit commissioned members of the King County Fire District from enforcing any other rules or regulations related to open fires and any flame-related cooking activities.

Section 14. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.150 to read as follows:

9.86.150 Overnight Moorage Prohibited.

It is unlawful for any person to moor a watercraft overnight in any park, except by permit of the City Parks Director.

Section 15. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.160 to read as follows:

9.86.160 Amplified music and public address systems.

It is unlawful to operate a powered public address system or amplified music speaker system or other means of amplifying sound at any park areas without a written permit from the director. Battery-operated portable radios and tape players are permitted, provided they shall not be operated at a volume or in any manner which unreasonably disturbs the peace of others.

Section 16. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.170 to read as follows:

9.86.170 Littering

a. No person shall throw or deposit litter on any park property, except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by animals or the elements upon any part of the park, or upon any street or other public place. Where public receptacles are not provided, all litter shall be carried away and properly disposed of.

b. No person shall use the Parks and Recreation Department litter receptacles in the following manner:

1. No person shall damage, deface, abuse, or misuse any litter receptacle so as to interfere with its proper function or detract from its proper appearance.

2. No person shall deposit leaves, clippings, prunings, or gardening refuse in any litter receptacle.

3. No person shall deposit household garbage in any litter receptacle; provided that this subsection shall not be construed to mean that wastes of food consumed on park property may not be deposited in litter receptacles.

c. For purposes of this section, "litter" means garbage, refuse, rubbish, or any other waste material which, if thrown or deposited as prohibited in this section tends to create a nuisance which annoys, injures, or endangers the health, safety, or comfort of the public.

d. Any person littering in an amount less than or equal to one cubic foot the maximum penalty and the default amount shall be \$50, not including statutory assessments; any person littering in an amount greater than one cubic foot the maximum penalty and the default amount shall be \$250, not including statutory assessments. Unless suspended or modified by a court, the person shall also pay a litter cleanup fee of \$25 per cubic foot of litter. The court may, in addition to or in lieu of part or the entire cleanup fee, order the person to pick up and remove litter from the property.

Section 17. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.180 to read as follows:

9.86.180 Smoking in City Parks

Smoking in City of Black Diamond Parks shall be prohibited, unless done within designated smoking areas.

Section 18. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.190 to read as follows:

9.86.190 Interference with Employees

No person, firm or corporation shall prevent, delay or interfere with the employees of the City in the lawful performance of their duties, including but not limited to planting, pruning, spraying or removing of trees, plants, or shrubs in a public park or a public place.

Section 19. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.200 to read as follows:

9.86.200 Feeding Waterfowl Prohibited

No person, other than authorized personnel, shall feed waterfowl on public property. Nor shall any person supervising a minor and having the ability to control the minor allow the minor to feed waterfowl on public property.

Section 20. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.210 to read as follows:

9.86.210 Park Hours

City Parks shall be open from dawn until dusk each day. No unauthorized person shall go upon any City park except during open hours.

Section 21. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.220 to read as follows:

9.86.220 Violations – Penalties

A. The acts or conditions enumerated in this chapter are proclaimed to be public nuisances. Those persons responsible for maintaining with knowledge such nuisances shall be subject to immediate ejection from the City park area and served with a no trespass order by the police department. Unless otherwise specifically set forth herein, a violator may also be charged with an infraction for which the penalty shall be as follows:

1 st offense within one year	\$45.00
2 nd offense within one year	\$150.00
3 rd offense within one year	\$200.00

B. Persons charged with infractions shall be processed by the municipal court in the same manner as persons charged with traffic infractions. Persons failing to appear for hearings for violations of this chapter shall be subject to the penalties set forth with Black Diamond Municipal Code.

C. Nothing in this section shall limit or prohibit the ability of the city to pursue additional civil penalties for violations of this chapter, or to seek criminal penalties for behavior that constitutes a crime under any ordinance, law, or regulation adopted under the city municipal code.

Section 22. The Black Diamond Municipal Code is hereby amended by the addition of a new section 9.86.230 to read as follows:

9.86.230 Adoption of Rules and Regulations by Director

The Black Diamond Parks Director shall have the power to promulgate and adopt reasonable rules and regulations pertaining to the operation, management and use of the parks, and shall post the same in conspicuous places in the parks. Such rules and

regulations shall include a procedure for granting blanket permits encompassing any particulars of this chapter to locally and nationally recognized organizations or associations. Such rules and regulations may include the establishment of hours during which any park or portion thereof as designated by signs located within the designated portion, shall be closed to the general public; such closures may be for reasons of public safety, welfare and convenience, or for reasons of park maintenance. It is unlawful for any person to violate or fail to comply with any park rule or regulation duly adopted and posted by the department.

Section 23. Severability. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 24. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced on the ____ day of _____, 2009.

Passed by the City Council on the ____ day of _____, 2009.

Mayor Howard Botts

ATTEST:

City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Ordinance No. _____

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Published: _____
Effective Date: _____



JUN 25 2000
BY: 1225 PM

To Annan
From Bob Ecton

Ordinance Changes Suggested

986,030 Motor Vehicles

- b. No Motor cycles, Motor bikes, all Terrene Vehicles allowed in BD Lake Sawyer Park at any time
- c. 10 MPH max at any time, except police + fire.
- d. Complete "d" No at any time
- 2. Swim-Diving competition at any time OK

986,050 Animals

4th line - add. Fzils for houses

986,160 Amp. Music

No amplified music at any time
Battery radios + tape players OK - low Volume

986,210 Park Hours

Black Diamond Lake Sawyer Park.

Open dawn to dusk each day

Except September to April next year - 7 AM to 5 PM
gets too dark after 5 PM.

Who opens and closes the gates?

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: Resolution No. 09-614, authorizing the Mayor to execute a contract for the Meter Replacement Purchase Contract with United Pipe and Supply	Agenda Date: July 2, 2009		AB09-081	
	Department/Committee/Individual	Created	Reviewed	
	Mayor Howard Botts			
	City Administrator –Gwen Voelpel			
	City Attorney – Loren D. Combs			
	City Clerk – Brenda L. Martinez			
	Finance – May Miller			
	Public Works – Seth Boettcher	X		
	Economic Devel. – Andy Williamson			
	Police – Jamey Kiblinger			
Court – Kaaren Woods				
Cost Impact: \$50,820.46				
Fund Source: Water Utility Fund				
Timeline: before year end				

Attachments: Resolution No. 09-614, Contract, Capital Improvement page and Request for Proposals

SUMMARY STATEMENT:

Public Works advertised requesting proposals with specific guidelines for the evaluation of a new meter reading system. The Public Works staff has reviewed four proposals from various vendors for the meter replacement program and selected United Pipe and Supply. The firm is proposing a Sensus meter and a drive-by meter reading system. United Pipe and Supply had the most responsive submittal addressing the needs and concerns of the Public Works staff.

The meter replacement program will be a three-year effort. In consideration of the financial situation of the water utility, staff asked United Pipe and Supply to shift the purchase of the laptop, the transceiver and software until next year. Also, since it is unlikely that our maintenance crew will be able to install 300 meters by year end staff reduced the first year meter purchasing to 200 meters. These two changes reduced our first year cost from the initial plan from \$93,773.65 to \$50,820.46.

This project will boost our revenue to some degree by cutting down on unaccounted for water from meters turning too slow. The Public Works maintenance staff will prioritize the meter installation work and forego other maintenance activities except where other necessities come up. As much as possible, the maintenance crew will prioritize this meter replacement in the summer months. \$70,000 was included for this project in the 2008-2013 Capital Improvement Plan.

COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed and is recommending the proposal to Council.

RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-614, authorizing the Mayor to execute a contract with United Pipe and Supply for meter replacement not to exceed \$50,820.46.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 2, 2009		

RESOLUTION NO. 09-614

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON TO
EXECUTE A CONTRACT WITH UNITED PIPE AND
SUPPLY FOR THE PURCHASE OF METER READING
SYSTEM**

WHEREAS, the City of Black Diamond issued a request for proposals for a meter reading system; and

WHEREAS, City staff evaluated the submitted proposals and concluded that the proposal submitted by United Pipe and Supply would best meet the needs of the City; and

WHEREAS, the meter replacement program will be a three-year process;

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

Section 1. The Mayor is hereby authorized to execute a contract with United Pipe and Supply for the purchase of a meter reading system as contained in the form hereto as Exhibit A and not to exceed \$50,820.46.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF JULY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk



Sensus AMR System Purchase Agreement for City Of Black Diamond Meter RFP

Items To Be Purchased

Item	2009 Quantity	Unit Charge _{1,2}	2009 Extended Charge	2010 Estimated Quantity	2010 Extended Estimated _{1,2}	2011 Estimated Quantity	2011 Extended Estimated _{1,2}
520R Pit MXU, Single Port, Leak Detection, and Hourly Data	200	\$ 128.00	\$ 25,600.00	300	\$ 39,552.00	300	\$ 40,704.00
5/8x3/4" SR2 TRPL Mtr L/HSG CI/BTM BNZ/Bonnet	200	\$ 105.98	\$ 21,196.00	300	\$ 32,747.82	300	\$ 33,701.64
VXU Vehicle Equipment w/ Laptop Includes (2 Days Training, GPS Receiver, Mapping, Antenna, Dell Laptop, Carry Case)	0	\$ 16,135.85	\$ -	1	\$ 16,135.85	0	\$ -
AR5502 RadioRead HHD Upgrade	1	\$ -	\$ -	0	\$ -	0	\$ -
AR5005 Charging/Communication Stand	1	\$ -	\$ -	0	\$ -	0	\$ -
AutoRead Software Upgrade	1	\$ -	\$ -	0	\$ -	0	\$ -
		Total of Bid Before Tax	\$ 46,796.00		\$ 88,435.67		\$ 74,405.64
		Sales Tax 8.6%	\$ 4,024.46		\$ 7,605.47		\$ 6,398.89
		Total of Bid After Tax	\$ 50,820.46		\$ 96,041.14		\$ 80,804.53

Pricing will remain firm on meters and MXUs for a one-year period and starting in year 2 and continuing annually until April of 2011, indexed to the following using a 50% / 50% split:

1. Producer Price Index – Commodities, Group: Metals and metal products, Item: Copper and copper-base alloy castings, Series Id: WPU102803, Base Date: 06/83
2. Producer Price Index – Industry Data, Group: Industry and Products, Item: Plastics material & resins mfg, Series Id: PCU325211, Base Date: 12/80

Sensus Warranty

- ❖ AR5502 Hand Held Device - No service should be necessary if reasonable care is given during normal use. Sensus offers the Sensus Equipment Maintenance Program [SEMP] to extend the protection of the HHD's and related equipment beyond the one [1] year warranty covering materials and workmanship. Warranty and service policy details are attached as documents G-500-R7 and AMR-1023-R2.
- ❖ 520R MXU – Sensus RF Transmitters and Transmitter Batteries are guaranteed to be free from material and workmanship defects for 20 years. Sensus will repair or replace a non-performing RF Transmitter or Battery at no cost during the first ten (10) years from the date of shipment, and at a prorated, discounted cost for the remaining ten (10) years.
- ❖ Full details on all components of Sensus equipment and meter are available on the attached document G-500-R7.

Sensus Support & Training

The City of Black Diamond is currently not on Sensus Support and was canceled by the city back in 2005. With the purchase of the equipment and meters, one year of support will be included from date of delivery. This support is an annual \$1,320 cost which covers any annual software updates and software support of the AutoRead Software. A support call center is available to the city using 1-800-METERIT (638-3748) to assist in program and equipment troubleshooting. Additional details on the support provided are attached as document AMR-950-R3. The City of Black Diamond will receive ½ Day of training by United Pipe & Supply. During this time, United Pipe & Supply will install Sensus software updates, install new HHD equipment, train crew on new HHD equipment and installation procedures as well as any other questions that the city may have.



UNITED PIPE DISCLAIMS ANY AND ALL WARRANTIES. HERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER. ANY AND ALL GOODS ARE PROVIDED ON AN "AS IS" BASIS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS IS WITH THE CUSTOMER. IF THE GOODS PROVE DEFECTIVE, CUSTOMER ASSUMES THE ENTIRE COST OF ALL SERVICING AND REPAIR. No obligation of United Pipe concerning or relating to the goods shall be deemed a performance specification of any kind.

NON-CONFORMING GOODS & LIMITATIONS ON UNITED PIPE'S LIABILITY. Customer shall examine and inspect all goods immediately upon delivery. Customer shall advise United Pipe in writing of any claim with respect to shortages or non-conforming goods within five calendar days after delivery. Failure to so advise shall relieve United Pipe from any claim for shortages or non-conforming goods and shall constitute a waiver by Customer of all claims with respect to said goods. Customer sole and exclusive remedy against United Pipe, its agents, employees, successors, assigns and related and affiliated companies under any claim (including but not limited to shortage in or non-conforming goods) whether arising at law or in equity, including but not limited to claims for breach of contract, strict liability or negligence, is replacement of the non-conforming goods; or refund or waiver of Customer' obligation for payment for the subject goods at United Pipe's sole option. All returns must be pre-approved by United Pipe and are subject to charges by United Pipe for handling, restocking, transportation and condition of material. UNDER NO CIRCUMSTANCES SHALL UNITED PIPE BE LIABLE FOR ANY SPECIAL, LIQUIDATED, INCIDENTAL, OR CONSEQUENTIAL DAMAGES AT ANY TIME FOR ANY REASON UNDER ANY CLAIM. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

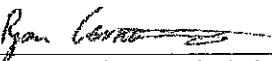
NO DELIVERY DATE(S) OR TIMES. ORDERS SUBJECT TO AVAILABILITY: United Pipe does not agree, will not agree to and is not obligated to provide any specific goods on any delivery dates or times. All orders are subject to availability to United Pipe at its then existing locations, sources, suppliers, and costs. All delivery dates and times which may be provided, if any, are estimates only and do not establish agreed delivery date(s) or time(s). In the event of shortages of goods for any reason, United Pipe shall have the right to allocate available goods in a fair and reasonable manner among its customers in such manner as United Pipe, in its sole and absolute discretion, may deem appropriate. Special order goods may not be returned.

The terms of this Agreement take precedence over any terms and conditions set forth in Applicant(s)' purchase order or other similar document, or any other agreement with Applicant(s), whether now existing or arising at any time in the future, and to the extent of any conflict, this Agreement shall control. Only the Credit Manager of United Pipe is authorized to modify any term of this Agreement. All modifications must be in writing signed by the Credit Manager of United Pipe and no other act (or omission) by United Pipe shall modify this Agreement. Applicant(s) expressly waive the requirement, if any, that United Pipe respond, reject or otherwise communicate with the Applicant(s) concerning any now existing or future purchase order, agreement or document sent, delivered or otherwise provided to United Pipe on behalf of the Applicant(s) and Applicant(s) agree that any term therein which conflicts with the terms of this Agreement shall not be binding upon United Pipe and the terms of this Agreement shall control.

United Pipe may propose or suggest certain labor, materials, equipment or services ("United Pipe Proposals") to Applicant(s) or others. It is expressly agreed that United Pipe is not providing directly or indirectly any licensed or regulated design, architecture, engineering or any other regulated or licensed services and that United Pipe shall have no liability for United Pipe Proposals. Applicant(s) shall check and review all United Pipe Proposals and Applicant(s) shall accept full, final and overall responsibility for any United Pipe Proposal which may be implemented in whole or in part.



- ❖ United Pipe may contact any banks and trade references and make any and all other credit inquiries it deems necessary, including but not limited to the utilization of outside credit reporting services, and Applicant(s) authorize the release of information to United Pipe. The information provided by the Applicant(s) is complete, true and correct.
- ❖ Invoices must be paid in full no later than 30 calendar days following the date of the invoice or in accordance with different terms provided by United Pipe on the invoice. Applicant(s) hereby agree to any and all terms now or hereinafter provided on any invoice. No pay if paid or paid when paid clause is applicable to amounts due United Pipe. A late payment charge of 1-1/2% per month (18% per annum), or the maximum rate permitted by law whichever is less, is due on all past due principal amounts. If any amount owing to United Pipe is not paid when due, United Pipe may at its option: place the account on a cash basis, terminate any unfilled orders or discontinue any deliveries until all past due payments (including principal and interest, legal and collection fees) are paid in full and adequate assurance of Applicant(s)' financial ability is received. The amount of any United Pipe invoice shall be conclusively binding upon Applicant(s) as due unless Applicant(s) object in writing before the invoice date.
- ❖ Any change in Applicant(s) business structure shall not affect Applicant(s)' obligations under this Agreement unless United Pipe agrees otherwise in writing. This Agreement may not be assigned by Applicant(s), but may be assigned by United Pipe.
- ❖ In case of any default in relation to this Agreement, the prevailing party shall be awarded its reasonable attorneys fees and related costs. Jurisdiction for any action may, at the sole option of United Pipe, be the courts of the State of Oregon, Washington and Idaho with venue respectively in Washington County, Clark County or Ada County. Applicant(s) consent to such jurisdiction and venue. This agreement shall be governed by and construed in accordance with law of the principal state of delivery of the goods to Applicant(s) without resort to its principles on conflict of laws.
- ❖ Applicant(s) agree to provide suitable access to all points of delivery. United Pipe shall not be liable for any delivery made beyond dedicated public roads, including without limitation beyond the curb line, and in no event shall United Pipe be liable for any damage to the goods or real or personal property, including without limitation curbs, driveways, or vegetation, for deliveries made beyond public roads. United Pipe's price for the goods includes stand-by and on-site delivery time of not more than 15 minutes. Time in excess thereof shall be paid by the Applicant(s).
- ❖ To the fullest extent permitted by law, Applicant(s) shall fully and forever defend (with counsel satisfactory to United Pipe), indemnify and hold United Pipe and its agents, officers, directors, employees, insurers and assigns harmless from any and all claims and damages, direct, consequential, incidental, or otherwise arising by reason of or related to the goods or the acts or omissions of the Applicant(s) or Applicant(s) employees or agents.
- ❖ All orders are subject to acceptance by United Pipe. All prices are guaranteed till September 1, 2009. All prices are exclusive of sales, use and other taxes, and shipping, insurance, handling and delivery charges, all of which shall be paid by the Applicant (s).
- ❖ Miscellaneous: (a). If any terms of this Agreement are invalid, the invalid language shall be considered deleted from this Agreement and shall not invalidate the remaining language. (b). This Agreement may be executed and transmitted to United Pipe by facsimile machine and the facsimile so transmitted to United Pipe shall be deemed an original and shall be binding upon the Applicant(s) upon its receipt by United Pipe. (c). Regardless of any prior or contemporaneous agreements, this Agreement amends and modifies any and all said prior or contemporaneous agreements and contains the entire agreement between the parties and cannot be changed or terminated orally. (d). For the purposes of this Agreement, "goods" shall mean any and all materials, equipment, labor, services, or other property provided, performed, furnished, sold, rented, leased, or delivered by or through United Pipe or otherwise subject to this Agreement. (e). All goods shall be for use in Applicant(s) business and commercial use only and not for Applicant(s)' consumer, personal or household use. (f). Any provision of this Agreement may be modified by United Pipe upon 30 days prior written notice to Applicant(s). (g). This Agreement may be terminated at any time by United Pipe for any reason at any time.



Ryan Carnathan – United Pipe & Supply

City of Black Diamond

Ryan Carnathan
Please Print

Please Print



I. General Product Warranty

Sensus guarantees products and parts to be free from material and workmanship defects for a period of one (1) year from date of shipment and as set forth below.

II. SR II® 5/8", 3/4" & 1" Meters

will be guaranteed to perform to AWWA New Meter Accuracy Standards for a period of five (5) years from date of Sensus shipment or the registration shown below, whichever occurs first. Sensus further guarantees that the SR II meter will perform to at least AWWA Repair Meter Accuracy Standards for an additional ten (10) years or the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter	1,000,000 gallons	3,000,000 gallons

III. SR® 5/8", 3/4" & 1" Meters

will be guaranteed to perform to AWWA New Meter Accuracy Standards for a period of one (1) year from date of Sensus shipment. Sensus further guarantees that the 5/8", 3/4" and 1" SR meters will perform to at least AWWA Repair Meter Accuracy Standards for an additional fourteen (14) years or the registration shown below, whichever occurs first:

Repair Meter Accuracy	
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

IV. SR 1-1/2" & 2" Meters

will be guaranteed to perform to AWWA New Meter Accuracy Standards for a period of one (1) year from date of Sensus shipment. Sensus further guarantees the 1-1/2" and 2" SR meter will perform to at least AWWA Repair Meter Accuracy Standards for an additional nine (9) years from date of Sensus shipment or the following registration, whichever occurs first:

Repair Meter Accuracy	
1-1/2" SR Meter	5,000,000 gallons
2" SR Meter	8,000,000 gallons

V. PMM, PMX 5/8" & 1" Meters

will be guaranteed to perform to AWWA New Meter Accuracy Standards for a period of one (1) year from date of Sensus shipment. Sensus further guarantees that the 5/8", 3/4", and 1" PMM & PMX meter will perform to at least AWWA Repair Meter Accuracy Standards for an additional fourteen (14) years or the registration shown below, whichever occurs first:

Repair Meter Accuracy	
5/8" PMM, PMX Meter	1,500,000 gallons
3/4" PMM, PMX Meter	2,000,000 gallons
1" PMM, PMX Meter	3,000,000 gallons

VI. PMM, PMX 1-1/2" & 2" Meters

will be guaranteed to perform to AWWA New Meter Accuracy Standards for a period of one (1) year from date of Sensus shipment. Sensus further guarantees that the 1-1/2", and 2" PMM & PMX meter will perform to at least AWWA Repair Meter Accuracy Standards for an additional nine (9) years from date of Sensus shipment or the following registrations, whichever occurs first:

Repair Meter Accuracy	
1-1/2" PMM, PMX Meter	5,000,000 gallons
2" PMM, PMX Meter	8,000,000 gallons

VII. Maincase...

of the SR, SR II, PMM and PMX meters will be free from defects in material and workmanship for a period of twenty-five (25) years from date of Sensus shipment. EnviroBrass II and E-coated maincases will be free from defects in material and workmanship for a period of fifteen (15) years from date of shipment.

VIII. Sensus "W" and SRH Compound Meter Propeller Meters

will be guaranteed to be free from defects in material and workmanship for a period of one (1) year from date of shipment. Sensus further guarantees these meters to meet AWWA new meter accuracy for a period of one (1) year from date of shipment.

IX. Sensus OMNI Meters

will be guaranteed to be free from defects in material and workmanship for a period of one (1) year from date of shipment. Sensus further guarantees these meters to meet AWWA new meter accuracy for a period of one (1) year from the date of shipment.

X. Sensus Registers

will be guaranteed to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until above repair meter accuracy registrations are surpassed or improper installation, whichever occurs first:

5/8" thru 2" SR, SR II, PMM, Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for:	
"W" Turbo, SRH Compounds and Propeller Meters	1 year
OMNI Register with Battery	10 years

XI. Interface Devices

will be guaranteed to be free from defects in material and workmanship from date of Sensus shipment for the following periods:

Electronic TouchPad	10 years
PhonRead® MIU	2 years
RadioRead® MXU	20 years*
RadioRead® MXU Batteries	20 years*
Act-Pak™ Instrumentation	1 year
TouchRead® and AMR Equipment	1 year
Meter Display Unit MDU	1 year
FlexNet Transmitter	20 years*
FlexNet Battery	20 years*
Tower Gateway Base Station	1 year
FlexNet Network Portal	1 year

* Sensus RF Transmitters and Transmitter Batteries shipped after April 1, 2003 are guaranteed to be free from material and workmanship defects for 20 years. Sensus will repair or replace a non-performing RF Transmitter or Battery at no cost during the first ten (10) years from the date of shipment, and at a prorated, discounted cost during the remaining ten (10) years.

Guarantee applies to product installed and programmed according to Sensus Installation Programming Instruction sheets.

XII. Guarantee Claims

on meters returned to Sensus must include customer test results specified by meter serial number obtained according to AWWA standards. Test results will not be valid if meter is found to contain foreign materials. Sensus reserves the right to request meter reading record history by serial number to validate warranty claims. If customer chooses not to test a Sensus meter prior to returning it to Sensus under the performance guarantee, Sensus will repair or replace the meter, at Sensus' option after the meter has been tested by Sensus. The customer will be charged a testing fee as stated in the Sensus Meter Maintenance Program.

Sensus RF Transmitters and MIU's returned must be affixed with a completed return evaluation label.

XIII. Limits of Guarantee

Sensus' obligation, and customer's exclusive remedy, under this Guarantee is, at Sensus' option, to either repair or replace the product, provided the customer returns the product to the location designated by Sensus within the guarantee period and prepays the freight costs both to and from such location.

This Guarantee does not include replacement labor or material costs, which are the responsibility of the utility, and does not apply to meters, registers or maincases which have been either: installed in non-water utility or other non-recommended installations; repaired with parts not recommended by Sensus; converted, altered or treated by other than Sensus-recommended procedures; read by equipment not approved by Sensus; or damaged due to improper care or maintenance, or improper periodic testing.

In no event shall Sensus be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenues or damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions or excessive water pressure.

THIS GUARANTEE IS MADE IN LIEU OF THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND MAY NOT BE VARIED EXCEPT IN WRITING SIGNED BY AN OFFICER OF SENSUS METERING SYSTEMS.

AUTHORIZED SENSUS DISTRIBUTOR



P.O. Box 487 • 450 North Gallatin Avenue
Uniontown, PA 15401
1-800-METER-IT • 1-800-638-3748

Fax: Direct to Factory
Local: 724-439-7729 • Toll Free: 1-800-888-2403

www.sensus.com (select "North America Water")

Email: h2oinfo@sensus.com



Sensus Systems Support Program
Annual

Customer Information Form

Introduction

The following information describes the features of the Sensus Systems Support Program. The Sensus Systems Support Program was established to provide the customer with a comprehensive support program that insures that they will receive the best in service along with software and hardware support, including software upgrades, for all Sensus AMR products.

Participation and Coverage

Participation in the Sensus Systems Support Program is strongly recommended, requisite in nature. This recommendation is made so that all customers will receive the same consistent product support and service benefits available in the program.

The fee for the first year of the Sensus Systems Support Program is included in the price of the AutoRead software. Initial program coverage begins on the ship date of the Sensus AutoRead System software to customer. Yearly renewal notices will be mailed to customers approximately 60 days prior to their first year expiration date. Customers who do not choose to renew during their renewal period can contact Sensus at any time in future years to enroll in the System Support Program.

Program Features

1. Unlimited and priority handling of telephone service support from the AMR Services Group located in Uniontown, PA.
2. Priority status for customers needing hardware support and loaner meter reading equipment.
3. Yearly software upgrades: These will include updates for the AutoRead System software and, if applicable, the VXU STRIPES/ AutoVu operating software.
4. Preferred pricing on software upgrades to higher level AMR software modules.
5. Optional training at Sensus Uniontown. Customer can schedule additional training sessions at Sensus to be trained by Sensus AMR Services Group on the operation of the AutoRead system software. Customer will pay for transportation and lodging in Uniontown, but there will not be labor or service charges for the additional training.
6. Information pertaining to annual customer user conference.

Price: Annual Renewal Fee

– For Windows software system users \$1,320.00*

Alternate Program

Because participation in the program is not compulsory, there is an alternate program for customers who choose not to participate. The customers will be charged for all additional services that are normally included in the program. Such charges are common in the system support industry for customers who do not participate in an annual support program. This includes charges for telephone support and on-site assistance.

Alternate Program Charges:

- Telephone Support Charges: \$30.00 per call*
\$3.00 per minute after the first 10 minutes*
- Loaner material based on availability.
- Yearly Software Upgrade charge: \$2,000.00* (net price)

* Prices subject to change without notice.

Further Information

If you wish further help or information concerning the Sensus System Support Program, please contact your local Sensus representative, authorized distributor, or call:

1-800-METER-IT (1-800-638-3748)

AUTHORIZED SENSUS DISTRIBUTOR



P.O. Box 487 • 450 North Gallatin Avenue
Uniontown, PA 15401
1-800-METER-IT • 1-800-638-3748

Fax: Direct to Factory
Local: 724-439-7729 • Toll Free: 1-800-888-2403

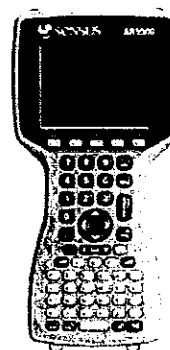
www.sensus.com (select "North America Water")

Email: h2oinfo@sensus.com

Sensus Equipment Wellness Program

ASSURE YOUR INVESTMENT WITH AN EXTENDED WARRANTY

Sensus meter reading devices are designed to serve you for many years. Keep your unit healthy and operating efficiently well into the future by taking advantage of our new extended maintenance plans. These comprehensive programs enable you to stretch your coverage beyond the initial one (1) year warranty at very attractive prices.



Model	1 Additional Year	2 Additional Years (2% Discount)	3 Additional Years (5% Discount)	4 Additional Years (10% Discount)
AR5001* (with Charging Stand)	\$272.95	\$534.98	\$777.91	\$982.62
AR5002* (with Charging Stand)	\$309.00	\$605.64	\$880.65	\$1,112.40
AutoGun	\$169.95	\$333.10	\$484.36	\$611.82
Additional Charging Stand	\$149.35	\$292.73	\$425.65	\$537.66
VXU Model 3600	\$815.07	\$1597.54	\$2322.95	\$2934.25

* Battery replacement is not included in the Extended Maintenance Program

The cost of extended maintenance includes all repairs (incurred through normal use), updating of components, full evaluation of the unit, and a return via 2nd day shipping. There is an additional charge for expedited shipping.

For updates on this program and for information on Sensus meters and total AMR solutions go to www.sensus.com "Click on North America Water"

This Sensus Equipment Repair Program is offered to you on a factory-direct basis. Please contact Sensus Customer Service for complete details at 1-800-METER-IT or h2oinfo@sensus.com



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							



CITY OF BLACK DIAMOND

February 26, 2009

RE: Water Meter RFP

The City of Black Diamond is requesting proposals for a drive by radio read water meter data collection system and meter replacement of approximately 300 residential meters per year for three years. The selected vendor will need to supply the meters and the City will install them. The proposals should identify the following: 1) compatibility with the City's software billing system and existing touch read system, 2) address credit or salvage value of old meters, 3) range and strength of signal, 4) battery life, 5) identify recent water systems and a contact person that have installed the recommended equipment, 6) ease and cost of upgrading the system to a central read system, 7) training and installation support, 8) hardware reliability, 9) describe the capability of receiving meter readings while utilizing a handheld reading device and a mobile reading unit concurrently, 10) provide a meter and radio sending unit prices for 2009 and the next two years or provide a price index escalation factor. The selected firm will need to provide a contract in a form acceptable to the city attorney that will guarantee the terms of the proposal provide, install, coordinate, and trouble shoot the software, hardware, equipment to deliver an operational meter reading system compatible with existing City software, meters and equipment.

The City will evaluate the proposals based on reliability, customer satisfaction interviews, flexibility of the system, range and battery life, customer service, staff impression of the equipment and system, cost and potentially other factors. All products provided must be supported by the manufacture.

Proposals shall be submitted to the City of Black Diamond at 24301 Roberts Drive, Black Diamond WA 98010 and marked Meter Proposal. Proposals must be submitted to the City by April 10th 2009, before 4:30 PM.

- H. D. FOWLER COMPANY
- H. D. SUPPLY WATERWORKS
- FERGLUSON WATERWORKS
- UNITED PIPE & SUPPLY

SCORING SHEETS
ATTACHED

