



CITY OF BLACK DIAMOND
August 7, 2008 Workstudy Agenda
25510 Lawson St., Black Diamond, Washington

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

1.) Review of Zoning Code and Zoning Map

Mr. Pilcher

ADJOURNMENT:



CITY OF BLACK DIAMOND
August 7, 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.) AB08-054c - Latecomer's Agreement | Mr. Boettcher |
| 2.) AB08-081 - Six Year Street Transportation Program 2009-2014 | Mr. Boettcher |

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

- | | |
|----------------------------------|--------------|
| 3.) Middle Green River Coalition | Lisa Parsons |
|----------------------------------|--------------|

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|--|----------------|
| 4.) AB08-082 – Ordinance Regarding Animal Control | Mr. Pilcher |
| 5.) AB08-083 – Resolution Adopting General Fee Schedule | Mr. Pilcher |
| 6.) AB08-084 – Resolution Adopting Protective Service Agreement with Brinks Security | Mr. Williamson |
| 7.) AB08-085 – Resolution Adopting Commercial Services Agreement with Orkin | Mr. Williamson |
| 8.) AB08-086 – Resolution Authorizing Mayor to Withdraw from King County Comp Plan Amendment | Mayor Botts |

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 9.) **Claim Checks** – August 7, 2008 No. 31993 through 31996, 31999 through 32007, 32008 through 32068 (voided checks 31997, 31998, 32069) in the amount of \$204,593.28.
- 10.) **Payroll Checks** – June 2008 No. 14993 through 15098 in the amount of \$271,183.72
- 11.) **Minutes** – Council Meeting of July 10, 2008 and July 17, 2008

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Public Hearing - Resolution No. 08-508, authorizing the Mayor to enter into a Latecomer's Agreement with Black Diamond Development, LLC	Agenda Date: August 7, 2008		AB08-054c
	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 –		
Timeline:	Court – Kaaren Woods		
Cost Impact:			
Fund Source:			
Attachments: Resolution No. 08-508, Agreement, Exhibit's A, B, C, D, E			
SUMMARY STATEMENT: Public Hearing continued to August 21st Council meeting.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
June 5, 2008	Public Hearing Continued to June 19 th Council Meeting		
June 19, 2008	Public Hearing Continued to July 17 th Council Meeting		
July 17, 2008	Public Hearing Continued to August 7 th Council Meeting		
August 7, 2008			

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-531, adopting the 2009 – 2014 Six Year Transportation Improvement Program	Agenda Date: August 7, 2008		AB08-081
	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	X	
	Economic Devel. – Andy Williamson		
	Police –		
Cost Impact: Planning for yearly budgets	Court – Kaaren Woods		
Fund Source: Various			
Timeline: Ss per individual project schedules			
Attachments: Resolution NO. 08-531, Six Year Transportation Improvement Program			
SUMMARY STATEMENT: <p>The City is required to update its Six Year Transportation Improvement Program (TIP) per RCW 35.77.010 and file the TIP with Washington State Department of Transportation. Some capacity adding projects have been added to the TIP and expected grant funding. This program takes advantage of the ¼ of 1% of Real Estate Excise tax for local street improvements and to provide grant matching.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-531, the Six Year Transportation Improvement Program for 2009 -2014.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 7, 2008			

RESOLUTION NO. 08-531

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
APPROVING THE SIX YEAR TRANSPORTATION
IMPROVEMENT PROGRAM, 2009-2014**

WHEREAS, the City is required to annually update its Six Year Transportation Improvement Program (TIP) per RCW 35.77.010 and file said TIP with the Washington State Department of Transportation; and

WHEREAS, a public hearing on the 2009-2014 August 7, 2008;

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

Section 1. The City Council does hereby approve the 2009-2014 Six Year Transportation Improvement Program, a copy of which is attached hereto and by reference incorporated herein as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF AUGUST, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

ATTEST:

Brenda L. Streepy, City Clerk

PROPOSED DRAFT SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2009 - 2014

Rank	Year	Improvement	From	To	Type of Improvement	Length	Estimated Cost	Funding
1	2008	Railroad Ave Construction	Merino Street	Baker Street	Rebuild Existing Roadway/ Storm drainage/Parking	0.21	\$ 1,700,000	TIB/ Grant
2	2008	Lake Sawyer Road	Auburn Black Diamond Rd.	320th blk	Overlay	0.5	\$ 100,000	TIB Grant
3	2009	233rd Avenue SE	SE 293 Pl	So to end	Repair and overlay existing roadway	0.1	\$ 35,000	Local
4	2009	Morgan Street Sidewalk Phase II	Abrams Avenue	Robert's Drive	Install new sidewalk	0.3	\$ 580,000	Grant/ Local
5	2009	Auburn Black Diamond Road	Bruckner's Way	West City Limits	Repair and overlay existing roadway	0.06	\$ 100,000	TIB/Local
6	2010	Lawson St. & Newcastle Dr. Intersection Repair	Lawson St.	Newcastle Drive	Repair and overlay existing intersection	N/A	\$ 25,000	Local
7	2010	Robert's Drive Pedestrian Trail/ Sidewalk	S.R. 169	Morganville Neighborhood	Install new pedestrian trail/ sidewalk	0.8	\$ 1,500,000	Grant/ TIB
8	2010	SE 288th St	236th Ave SE	216th Ave SE	Overlay existing roadway	0.7	\$ 230,000	TIB/Local
9	2011	B.D./ Ravensdale Road Intersection	East City Limits	S.R. 169	Minor widening, radius construction/ improvement, overlay, alignment	N/A	\$ 227,000	Local
10	2012	SR 169 widening	300 ft. so of Lawson	300 ft. No of Baker St.	Widen SR 169 to three lanes and widen approaching intersections	0.2	\$ 1,350,000	TIF/Local
11	2012	Robert's Drive Reconstruction	S.R. 169	Rock Creek Bridge Southerly	Overlay existing roadway, repair broken panels, widen to standard	1.09	\$ 2,100,000	Grant/ TIB
12	2012	Pacific Street Neighborhood Improvements	Lawson	Terminus of Pacific/ Fifth Ave South	Widen and Pave existing gravel roads, install storm drainage improvements	0.2	\$ 500,000	Development/ID/ Grant/ Local

PUBLIC HEARING: Thursday, August 7, 2008
7:00 p.m., Black Diamond City Council Chambers

PROPOSED DRAFT SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2009 - 2014

13	2013	Intersection Improvements in Morganville Neighborhood	N/A	N/A	Acquire easements and construct new intersection radii.	8 inter-sections	\$ 80,000	Local/ LID
14	2013	Lake Sawyer Road Culvert and Guardrail	N/A	N/A	Replace CMP Culverts to meet fish passage. Install guard rails.	N/A	\$ 300,000	Grant
15	2013	Jones Lk Rd/SR-169	Intersection	N/A	Add left turn lanes or refuge lanes	N/A	\$ 300,000	TIF
16	2014	Sixth Avenue/ Baker Street	Lawson Street	S.R. 169	Minor widening and overlay of existing asphalt roadway	0.25	\$ 26,000	Local
17	2014	Fifth Avenue North	Lawson Street	Northerly End	Minor widening and overlay of existing asphalt roadway with installation of storm drainage	0.2	\$ 32,000	Local
16	2014	Commission Avenue	Morgan Street	Appx 300' SW of Morgan St.	Repair and overlay existing roadway	300'	\$ 20,000	Local
17	2014	Alley from Park Street to Railroad Ave to S.R. 169	Park St.	S.R. 169	Pave an existing gravel roadway	0.06	\$ 31,000	Local
18	2014	Lawson Hill Sidewalk	City Limits	S.R. 169	Install new sidewalk	1.06	\$ 450,000	TIB/ Grant
19	2014	Lawson Street	City Limits	S.R. 169	Overlay existing roadway	1.06	\$ 500,000	TIB/ Grant
20	2014	Lk Sawyer/ Black Diamond Road	307th PL SE	SE 292 ST	Overlay existing roadway	1.2	\$ 225,000	TIB/Grant
21	2014	Plass Road	S.R. 169	City Limits/ Existing Pavement	Pave an existing gravel roadway	0.3	\$ 85,000	Local/ LID

TOTAL ALL PROJECTS \$ 10,496,000

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Presentation Middle Green River Coalition	Agenda Date: August 7, 2008		AB08-
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	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 –		
Cost Impact:	Court – Kaaren Woods		
Fund Source:			
Timeline:			
Attachments:			
SUMMARY STATEMENT: <p>Lisa Parson will be here to give a presentation on the Middle Green River Coalition.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 7, 2008			

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Ordinance 08-867, amending Chapter 6.08 of the Black Diamond Municipal Code relating to animal control and the keeping of animals on residential properties in all zones	Agenda Date: August 7, 2008		AB08-082
	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		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: N/A	Court – Kaaren Woods		
Fund Source: N/A	Comm. Development – Steve Pilcher	X	
Timeline: Becomes effective 5 days after publication			
Attachments: Ordinance 08-867; proposed amendments to Chapter 6.08			
<p>SUMMARY STATEMENT: In drafting the new Zoning Code currently under consideration by the Planning Commission and City Council, staff noted that the code language concerning the keeping of animals was at times unclear and also in need of updating. Staff examined several codes from other communities in drafting the proposed revisions.</p> <p>Under the proposals, the keeping of animals is permitted in all zones within the City, subject to standards. A total of six (6) household pets (dogs, cats, etc.) are allowed, but no more than four (4) dogs or cats. A litter may be kept until the animals are weaned.</p> <p>Up to four (4) small domestic animals (rabbits, ducks, chickens, etc.) may be kept on lots less than ½ acre and a ratio of 5 per acre for sites greater than ½ acre.</p> <p>Livestock and larger farm animals (horses, cows, sheep) may be kept on lots greater than ½ acre in size at varying numbers, depending on the type of animal.</p> <p>Many of the circumstances which might require a conditional use permit have been eliminated in favor of specific standards. Hobby kennels will still require approval of a conditional use permit by the Hearing Examiner.</p> <p>Other minor revisions are also included in the proposed ordinance.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: None.			
RECOMMENDED ACTION: MOTION to adopt Ordinance 08-867, amending Chapter 6.08, Animal Control of the Black Diamond Municipal Code.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 7, 2008			

ORDINANCE NO. 08-867

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON, AMENDING CHAPTER 6.08 OF BLACK DIAMOND MUNICIPAL CODE REGARDING ANIMAL CONTROL BY ADDING NEW SECTIONS 6.08.005 AND 6.08.025; REPEALING SECTIONS 6.08.60 AND 6.08.110; AND AMENDING SECTIONS 6.08.010, 6.08.020, 6.08.030, 6.08.040, 6.08.070, 6.08.080, 6.08.090, 6.08.120, 6.08.130, 6.08.160, 6.08.170, AND 6.08.210 OF BLACK DIAMOND MUNICIPAL CODE.

WHEREAS, chapter 6.08 of Black Diamond Municipal Code has not been updated by amendment since its adoption under Ordinance 383 in 1988; and

WHEREAS, it is necessary to amend the Chapter 6.08 of Black Diamond Municipal Code to ensure that it is properly referenced by and consistent with both the present and proposed Zoning Code under Title 18 of the Black Diamond Municipal Code; and

WHEREAS, the City desires to update the number of household pets allowed within a residence and update other issues concerning the keeping of animals to ensure restrictions are in conformance with modern social norms, including individual's and animal's safety and health; and

WHEREAS, it is necessary from time to time to update terms and word of common usage, and to expunge or clarify vague or ambiguous provisions, in order to ensure clarity and compliance; now therefore

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

SECTION 1. Sections 6.08.060 Pigeons and 6.08.110 Conditional use permits of the Black Diamond Municipal Code is hereby repealed

SECTION 2. A new section 6.08.005 is hereby added to the Black Diamond Municipal Code to read as follows:

6.08.005 Definitions.

A. "Animal unit" – one adult horse, mule, bovine or pig; two ponies; four small livestock such as sheep, goats, llamas, miniature horses or feeder calves up to one year of age; five mink or similar animal; five large fowl such as turkeys, geese, or swans; or ten small fowl such as chickens or ducks.

B. "Exotic animals" – venomous species of snakes capable of inflicting serious physical harm or death to human beings; non-human primates and prosimians;

bears; non-domesticated species of felines; non-domesticated species of canines and their hybrids, including wolf and coyote hybrids; crocodilia, including alligators, crocodiles, caiman and gavials.

C. "Fowl" – domesticated birds generally kept for use or commercial sale, such as chickens, turkeys, ducks, geese, swans, quail, pheasants, and any other bird similar in nature and size.

D. "Hobby kennel" - the housing of between six to ten household pets at a residential property, generally with the intention of breeding for future sale.

E. "Household pets" – small domesticated animals or fish kept for pleasure rather than utility. Pets include animals such as dogs, cats, spayed or neutered pot-bellied pigs, hamsters, hedgehogs, pygmy goats, nonvenomous and nonconstrictor snakes, fish and birds such as parakeets, canaries, parrots and other related non-fowl birds.

F. "Livestock" – domesticated animals generally kept for use or profit, such as horses, mules, donkeys, ponies, oxen, cattle, llamas, goats, sheep, mink, swine and any other animal similar in nature and size.

G. "Small domestic animals" (mammals and fowl) – small mammals and fowl such as rabbits, ducks, quail, geese swans, chickens, pigeons, and other similar animals kept as pets or for personal use, but not for commercial sale.

SECTION 3. Section 6.08.010 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.010 Animals permitted where.

Animals are permitted within any zone district within the city, subject to the standards of this chapter.

SECTION 4. Section 6.08.020 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.020 Number of household pets allowed.

A. Each dwelling unit and the accompanying lot or common area is limited to a total of six (6) household pets, only one (1) which may be a pot-bellied pig, only four (4) of which may be dogs, and only four (4) which may be cats, plus one unweaned litter produced by any of the pets. Provided, this limitation shall not apply to gerbils, hamster, fish, birds defined as household pets, nonvenomous snakes, and similar pets maintained in cages or tanks.

B. Household pets shall be sheltered in the dwelling unit or in a structure located in the side or rear yard of the accompanying lot.

SECTION 5. A new section 6.08.025 is hereby added to the Black Diamond Municipal Code to read as follows:

6.08.025 Number of small domestic animals allowed.

A. No more than four (4) small domestic animals shall be permitted on lots less than one-half (1/2) acre in size; provided that the combined total of household

pets per 6.08.020 and small domestic animals does not exceed six (6). For lots greater than one-half (1/2) acre in size, additional small animals may be kept at a ratio not to exceed five (5) additional animals per acre.

B. Suitable measures shall be maintained to prevent animals from straying onto adjacent property or public right-of-ways.

SECTION 6. Section 6.08.030 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.030 Noncomplying animals deemed nonconforming use.

On the effective date of the ordinance codified in this chapter, all animals which are out of compliance with this chapter shall be considered a nonconforming use. The owner and/or tenant of the animal shall lose the nonconforming use upon the death or removal of that specific animal from the residence. Any replacement animals must be in conformity with this chapter. The nonconforming use status of an animal is specific to the owner and/or tenant of the animal and not the property where the animal is located. (Ord. 383 § 3, 1988)

SECTION 7. Section 6.08.040 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.040 Livestock and farm animals.

Livestock and farm animals shall be allowed in all zone districts, and must comply with the following:

A. Minimum acreage shall be one-half (1/2) acre per animal unit. No livestock or fowl shall be allowed on lots less than one-half (1/2) acre in size. Thereafter, up to one animal unit, as defined herein, may be maintained per acre, or portion thereof.

B. Livestock shall be kept within an enclosure adequately built and maintained to prevent escape. Livestock shall be reasonably sheltered. Structures which provide confinement and feeding for such animals shall be located not less than fifty (50) feet away from any adjoining property line and not less than one hundred (100) feet from any residential dwelling unit on adjoining property.

SECTION 8. Section 6.08.070 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.070 Hobby kennels.

A hobby kennel shall only be allowed pursuant to granting of a conditional use permit. The hearing examiner may grant a conditional use permit for a hobby kennel subject to the making the following findings:

A. The animals to be kept comply with the minimum area standards established in this chapter;

B. Consideration of statements and testimony of surrounding neighbors relative to the request for the conditional use permit for the keeping of animals;

C. Review of past history of animal control complaints involving the applicant for the conditional use permit, or the property upon which the conditional use permit is sought;

D. The type of animals sought to be allowed relating to the nature of the neighborhood, surface water drainage, location of wells, size of lot where animal is to be kept, odor, fencing, shelter, removal of animal waste.

B. All open run areas shall be surrounded by a fence of at least six foot high located no closer than ten feet from all adjacent property lines;

C. Animals shall be kept in a manner so as not to create any objectionable noise, odor, or otherwise cause annoyance or become a public nuisance to the health, safety or welfare of any person;

D. The kennel area and run area must be kept free from animal and food wastes;

E. Shelter shall be kept clean and located in the rear yards unless there is a specific finding that a side yard would provide a better location. The shelter shall be located a minimum of ten feet from all property lines. (Ord. 383 § 7, 1988)

SECTION 9. Section 6.08.080 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.080 Exotic and dangerous animals.

A. The keeping of an exotic animal is prohibited unless such animal is part of an animal exhibition, which is mobile and travels from location to location such as circus or a traveling display of a zoological park.

B. A dangerous animal is an animal which has evidenced a propensity for harming human beings or other animals. Such propensity may be evidenced by an attack, or an attempted attack by this animal against another animal or human being. (Ord. 383 § 8, 1988)

SECTION 10. Section 6.08.090 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.090 Revocation of conditional use permit.

A conditional use permit may be revoked by the hearing examiner upon a finding of any violation of this chapter or upon any change in circumstances or additional information provided within the guidelines set forth for the issuance of a conditional use permit, which results in the animals kept under the conditional use permit being a hazard, nuisance or in any way offensive to neighbors, their health, safety or enjoyment of their property. (Ord. 383 § 9, 1988)

SECTION 11. Section 6.08.120 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.120 Killing animals.

It is unlawful for any person, except King County animal control or law enforcement authorities, to kill any animal within the city limits, unless evidence

is presented that the animal is vicious and presenting a threat to the safety of any person or farm animal. (Ord. 383 § 12, 1988)

SECTION 12. Section 6.08.130 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.130 Animal traps-Spring traps.

A coyote getter or similar spring trigger device for the killing, harming or trapping of an animal is unlawful within the city limits unless done by the Washington State Department of Fish and Wildlife or such other state or federal agency, provided it advises the city of the nature of the device, the area to be used in and will monitor the device and insure its timely removal. (Ord. 383 § 13, 1988)

SECTION 13. Section 6.08.160 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.160 Tracking dogs.

It is unlawful to use dogs to pursue any wild animals within the city limits unless such dog is under the control of animal control or law enforcement officers for the purposes of the apprehension or tracking of a dangerous or diseased animal. (Ord. 383 § 15, 1988)

SECTION 14. Section 6.08.170 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.170 Destroying nests.

A. It is unlawful for anyone to tamper with or destroy any eggs, nests or redds of any animal, fish or any bird that is listed on the endangered species list.

B. It is unlawful for anyone to tamper with or destroy any eggs or nests of eagles, hawks, heron, ducks, geese, robins. (Ord. 383 §§ 16, 17, 1988)

SECTION 15. Section 6.08.210 of the Black Diamond Municipal Code is hereby amended to read as follows:

6.08.210 Cruelty to animals.

It shall be a violation of this chapter to engage in activity which is cruel to animals, which activity is defined as follows:

A. Intentionally or willfully injuring or killing any animal except as provided in this chapter;

B. By reason of neglect or intent, to cause or allow any animal to endure pain, suffering, injury, starvation or to fail or neglect to aid or attempt to alleviate pain, suffering or injury that he has caused to any animal;

C. To lay out or expose any kinds of poisons or to leave exposed any poison food or drink for any animal or bird;

D. To abandon any animal by dropping off or leaving such animal on any street, road or highway or in any public place or on private property of another. (Ord. 383 § 22, 1988)

SECTION 16. 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.

SECTION 17. 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.

Introduced the 7th day of August, 2008.

Passed by a majority of the City Council at a meeting held on the 7th day of August, 2008.

Mayor Howard Botts

Attest:

Brenda L. Streepy, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Posted: _____

Effective Date: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-532, amending the current fee schedule to include fees for tree removal permits	Agenda Date: August 7, 2008		AB08-083
	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		
Cost Impact: N/A	Community Devel. – Steve Pilcher		
Fund Source: N/A		X	
Timeline: Effective August 7, 2008			
Attachments: Resolution No. 08-532, Revised Fee Schedule			
SUMMARY STATEMENT: <p>This Resolution amends the current City of Black Diamond 2008 Fee Schedule that was last amended on July 17, 2008. At the same meeting, the City Council adopted Ordinance 08-886, which established Chapter 19.30, Tree Preservation, of the Black Diamond Municipal Code. Those new regulations require a permit to remove trees (above a minimum threshold) for both developed and undeveloped properties (Level I and Level II Tree Removal Permits). Staff is recommending a \$250.00 fee for a Level I Permit and a \$500.00 fee for a Level II Permit.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-532, amending the general fee schedule for the City.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>		<i>Vote</i>
August 7, 2008			

RESOLUTION NO. 08-532

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AMENDING THE GENERAL SERVICES FEE SCHEDULE
TO INCLUDE FEES FOR TREE REMOVAL PERMITS**

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

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

WHEREAS, on July 17, 2008, the City Council adopted Ordinance 08-886, which established regulations and procedures regarding the removal of trees from property; and

WHEREAS, these regulations require that property owners obtain tree removal permits to remove trees from either developed or undeveloped properties;

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

Section 1. The Fee Schedule attached hereto as Exhibit "A" and by reference incorporated herein is hereby adopted to reflect the new fees established for Level I and Level II Tree Permits.

Section 2. Staff is directed to charge said fees for the services listed in the Fee Schedule.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF AUGUST, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

2008 FEE SCHEDULE
Revised 08-07-08

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

2008 FEE SCHEDULE
Revised 08-07-08

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

2008 FEE SCHEDULE
Revised 08-07-08

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

2008 FEE SCHEDULE
Revised 08-07-08

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

2008 FEE SCHEDULE
Revised 08-07-08

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

2008 FEE SCHEDULE
Revised 08-07-08

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

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

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

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

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

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

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

2008 FEE SCHEDULE
Revised 08-07-08

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

2008 FEE SCHEDULE
Revised 08-07-08

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

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-533, authorizing the Mayor to execute a Protective Service Agreement with Brinks Security for the new City Hall building	Agenda Date: August 7, 2008		AB08-084
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Dan Dal Santo		
	Economic Devel. – Andy Williamson	X	
Cost Impact: Install \$534.24/ monthly \$42.49	Police – Chief Kiblinger		
Fund Source: Funding Agreement	Court – Kaaren Woods		
Timeline:			
Attachments: Resolution No. 08-533, Protective Service Agreement			
<p>The City will be moving City Hall offices to the old library space and will need to have a new alarm system installed with a monitoring system.</p> <p>Brinks has provided this service to the City for many years and is the current vendor for all other City buildings.</p> <p>Cost breakdown: Installation \$534.24 / monthly monitoring fee \$42.49</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-533, authorizing the Mayor to enter into a Protective Service Agreement with Brinks Security for the new City Hall building.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 7, 2008			

RESOLUTION NO. 08-533

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A PROTECTIVE
SERVICE AGREEMENT WITH BRINKS SECURITY**

WHEREAS, the City of Black Diamond has determined the need for an security system and monitoring for the new City Hall offices located at 24301 Roberts Drive, Building B; and

WHEREAS, Brinks Security has a current contract with the City for all other City offices and they are willing and able to add the new City Hall offices;

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

Section 1. The Mayor is authorized to execute a Protective Service Agreement with Brinks Security for installation and monitoring services at a cost of \$534.24 for installation and a monthly charge of \$42.49 in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING, THIS 7TH DAY OF AUGUST, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

**PROTECTIVE SERVICE
AGREEMENT
(Business Premises)**

Customer Number _____

This Agreement is made between Brink's Business Security, a division of Brink's Home Security, Inc. ("Brink's") whose address is shown above, and

City of Black Diamond
(You or "Customer") Name (Please Print)

Billing address if different from installation address:

P.O. Box 599 Black Diamond WA. 9800
Street & Number City County State Zip Code

Phone Service Provider: _____ Name of Service: _____

Section 1. SERVICE:

- (a) Brink's will provide you with the service (the "Service") covered by this Protective Service Agreement.
- (b) Your Installation Work Order lists items of standard protective equipment ("Standard Protective Equipment") that Brink's is furnishing to you under this Agreement. If you have agreed to have Brink's install additional Protective Equipment ("Additional Protective Equipment"), it is also listed in the Installation Work Order. As used in this Agreement, the term "Protective Equipment" means the Standard Protective Equipment and the Additional Protective Equipment.
- (c) The Service is subject to all the terms and conditions of your entire agreement (please see Section 12(a) for a list of what constitutes your entire agreement). As part of the Service, Brink's or one of its authorized contractors will install and make operational the Protective Equipment at the address listed in the Installation Work Order. When Brink's receives a signal indicating activation of the Protective Equipment (excluding CCTV products) at your installation address, Brink's will observe the procedures described in your Customer Emergency Information Schedule.

Section 2. FEES:

- (a) You agree to pay Brink's the connection fee shown in the Installation Work Order for the Protective Equipment.
- (b) During the initial term of this Agreement, you will pay Brink's the following recurring fees:
- _____ Monthly Monitoring Fee: \$35.99
initial You agree to pay this additional monthly fee for
_____ monitoring of _____
initial (list equipment)
- _____ You agree to pay this additional monthly fee for
initial monitoring of _____
initial (s) wireless components.
- _____ ☒ You agree to pay this additional monthly fee for
initial selection of Extended Service Plan Coverage
described in Section 6(b) below. (required for wireless and
Primary Digital Radio Service) \$6.50
- Total Monthly Fee (excluding tax): \$42.49
- (c) You agree to pay the Total Monthly Fee by check, money order, or EasyPay. If you prefer to pay other than on a quarterly basis, please indicate your choice:
- _____ one year _____ three years
- (d) You will pay any and all applicable sales, use, service, property or other taxes in connection with Service, including the installation and monitoring of the Protective Equipment, and your purchase of Protective Equipment, if applicable.

Section 3. INITIAL THREE-YEAR TERM AND RENEWAL TERMS:

- (a) You will take and pay for the Service during an initial term of three years commencing from the date Brink's makes the Protective Equipment operational. (This obligation continues whether or not you remain the occupant of the installation address.) Thereafter, this Agreement will automatically continue for successive one-year renewal terms unless you or Brink's give written notice of cancellation to the other at least 30 days before the initial or renewal term ends. In New York, the renewal period is one month rather than one year.
- (b) If the renewal fee is more than the initial or renewal fee you have been paying, Brink's will notify you of the new renewal fee at least 45 days before the initial or renewal term ends. If your renewal fee reflects any increase over whatever fee you were most recently paying, you have the right to terminate this Agreement as provided in Section 3(a) above.
- (c) By notice to you, Brink's may terminate this Agreement if Brink's determines

that the Protective Equipment is generating excessive false alarms.

Section 4. CUSTOMER EMERGENCY INFORMATION SCHEDULE:

- (a) You are furnishing to Brink's and you will keep current a Customer Emergency Information Schedule on the form you have received from Brink's. If you wish to make a change in your Customer Emergency Information Schedule, please call 1-800-874-1179.
- (b) Brink's has no obligation to telephone any emergency agency or person other than the agency or person named in your most recent Customer Emergency Information Schedule furnished to Brink's. YOU UNDERSTAND THAT BRINK'S DOES NOT REPRESENT OR PROMISE THAT ANYONE TELEPHONED BY IT WILL RESPOND TO THE CALL. YOU ALSO UNDERSTAND THAT BRINK'S DOES NOT MONITOR ANY CCTV PRODUCTS OR ACCESS CONTROL SYSTEMS AND THAT THE PROCEDURES SET FORTH IN THE CUSTOMER EMERGENCY INFORMATION SCHEDULE DO NOT APPLY TO ANY CCTV PRODUCTS OR ACCESS CONTROL SYSTEMS INSTALLED BY BRINK'S AT YOUR LOCATION.

Section 5. OWNERSHIP AND USE OF PROTECTIVE EQUIPMENT:

- (a) UNLESS YOU HAVE PAID AN ADDITIONAL FEE TO PURCHASE THE PROTECTIVE EQUIPMENT, YOU AGREE THAT BRINK'S IS THE OWNER OF THE PROTECTIVE EQUIPMENT AT ALL TIMES. You agree that this Agreement is not a lease. You will not attempt to remove or sell any of the Protective Equipment owned by Brink's. You agree that installation of the Protective Equipment does not create a fixture to your premises.
- (b) You may pay an additional charge at the time of installation to purchase the Protective Equipment, which will be separately itemized on the Installation Work Order.
- (c) You will provide a communication service capable of transmitting signals from the Protective Equipment, pest free space, adequate light and power for installation and operation of the Protective Equipment. You will follow all of Brink's instructions regarding repair and use of the Protective Equipment, and you will not allow alteration of the Protective Equipment except in a manner approved in writing by Brink's.
- (d) You are responsible for complying with any local or other governmental ordinances or laws which may require any user of the Protective Equipment to obtain a license or permit. You also agree to pay Brink's for any fees Brink's is required to pay under laws in order to install or monitor the Protective Equipment in your location.
- (e) You understand that local governments may impose fines, or charges for any false alarm. YOU AGREE TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM GIVEN BY THE PROTECTIVE EQUIPMENT. You will pay any false alarm charges and fees associated with reporting alarm signals, whether billed to you or Brink's.
- (f) If Brink's reasonably determines that the Protective Equipment is generating an excessive number of false alarms or signals which may adversely affect Brink's monitoring facilities, Brink's may require you to pay a reasonable surcharge fee for processing false alarms or signals or Brink's may terminate this Agreement.
- (g) You understand that any emergency agency named in your Customer Emergency Information Schedule may suspend response due to false alarms or due to your contravention of any laws. YOU AGREE TO ASSUME ALL RESPONSIBILITY FOR ANY SUCH SUSPENSION OF RESPONSE. You agree that any such suspension of response will not relieve you from payment of any fees required by this Agreement.
- (h) COMMUNICATION OF SIGNALS: You acknowledge that signals from the Protective Equipment will be transmitted to the Brink's monitoring center over the telecommunication service that you provide. The Protective Equipment will not operate with all communication services. Brink's will test compatibility at the time of installation and will notify you if changes are required. YOU AGREE TO ASSURE THAT THE COMMUNICATION SERVICE HAS BACKUP POWER. INTERRUPTION OF THE COMMUNICATIONS SERVICE (INCLUDING POWER LOSS TO THE COMMUNICATION SERVICE) WILL PREVENT SIGNAL TRANSMISSION. YOU UNDERSTAND THAT CHANGING YOUR COMMUNICATION SERVICE CAN PREVENT ALARM SIGNAL TRANSMISSION. YOU AGREE TO IMMEDIATELY NOTIFY BRINK'S OF ANY CHANGE IN YOUR COMMUNICATION SERVICE. THE PROTECTIVE EQUIPMENT WILL NOT OPERATE

THIS AGREEMENT CONSISTS OF SECTIONS 1 THROUGH 14 APPEARING ON THE FRONT AND REVERSE SIDE. YOU ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT YOU RECEIVED, READ AND UNDERSTOOD A LEGIBLE, EXACT AND COMPLETELY FILLED-IN COPY OF THIS AGREEMENT [INCLUDING THE DOCUMENTS LISTED IN SECTION 12(a)] AND THAT UPON SIGNING SUCH COPY WAS ALSO SIGNED BY BRINK'S. YOU FURTHER ACKNOWLEDGE THAT YOU UNDERSTAND SECTION 7 WHICH LIMITS BRINK'S LIABILITY AND THAT YOU MAY INCREASE BRINK'S LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL CHARGE TO BRINK'S.

CUSTOMER: City of Black Diamond BRINK'S BUSINESS SECURITY
a division of Brink's Home Security, Inc.

By: X

Printed Name: X

Title: X

Date: X

By: Paul Bud
Authorized Representative Reg. No.

DATE: 07-30-08

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-534, authorizing the Mayor to execute a Commercial Services Agreement with Orkin	Agenda Date: August 7, 2008		AB08-085
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Dan Dal Santo		
	Economic Devel. – Andy Williamson	X	
	Police –		
Cost Impact: 1st month \$245.25, monthly \$80.66	Court – Kaaren Woods		
Fund Source: Funding Agreement	Commander Kiblinger		
Timeline:			
Attachments: Resolution No. 08-534, Commercial Services Agreement			
<p>The City currently has a contract with Orkin for the Council Chambers/Police Station. The Community Development and City Hall buildings are experiencing a problem with ants and need the same pest control services.</p> <p>First month \$245.25, monthly \$80.66.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-534, authorizing the Mayor to execute a Commercial Services Agreement with Orkin.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 7, 2008			

RESOLUTION NO. 08-534

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
COMMERCIAL SERVICES AGREEMENT WITH ORKIN
PEST CONTROL**

WHEREAS, the City of Black Diamond has determined the need for pest control at City offices located at 24301 Roberts Drive; and

WHEREAS, Orkin Pest Control has a current contract with the City for other City offices and they are willing and able to add these additional City Hall offices;

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

Section 1. The Mayor is authorized to execute a Commercial Services Agreement with Orkin Pest Control for first application at \$245.25 and monthly treatment services at \$80.66 per month in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING, THIS 7TH DAY OF AUGUST, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk



Orkin Pest Control

Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN MANAGEMENT, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

BRANCH OFFICE COPY

ROUTE

GRID # 74885

Customer Name CITY OF BLACK DIAMOND - CITY HALL Date 7/24/08
Billing Address PO BOX 599
City BLACK DIAMOND State WA Zip Code 98010 Phone 360-886-2560

I. INTENT
A. This Agreement is intended to constitute a mutual understanding between CITY OF BLACK DIAMOND - CITY HALL (the Customer) and ORKIN PEST CONTROL.
B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address): 24301 ROBERTS DRIVE
BLACK DIAMOND WA 98010

County Name: KING Is this within city limits? ☒ Yes ☐ No

II. SCOPE AND NATURE OF WORK

A. Orkin agrees to provide service for the following pests:
☒ Roaches ☒ Common ants ☒ Fleas and mice ☐ Pharaoh ants ☐ Common spiders ☐ Flies ☐ Odor ☐ Other _____
Service means the periodic treatment to help control/eradicate the targeted pests. Service cannot guarantee the targeted pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. *Additional monthly charge required to cover these ants.
B. Service Exclusions: 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Bed Bugs, or Mosquitoes. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mites or any mold-like conditions. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

III. CUSTOMER OBLIGATIONS

A. The Customer shall extend all necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation; and corrective construction measures.
B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
D. Should the Customer discover any targeted pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

IV. SERVICE SCHEDULE

A. Orkin service representative shall service the Customer (service frequency) ☒ 1 Time ☐ 2 Times ☐ 4 Times ☒ per month ☐ Other _____
All areas requiring attention shall be treated as deemed necessary by Orkin.
B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

V. TERMS OF AGREEMENT

A. This agreement shall be effective for a period of 1 ☐ 2 ☐ 3 years and shall renew itself from month to month thereafter until terminated by either party upon sixty days' written notice.
B. For multiple year agreements, the monthly service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.
C. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in the Commercial Services Agreement, that this is the entire agreement, and that there are no other terms or provisions which apply. Any modification or change to these terms and conditions must be by a written Addendum signed by each party, subject to the provisions of section II.B. above.
D. Orkin will be relieved of its obligations under the Triple Guarantee and Orkin may terminate this Agreement on sixty (60) days written notice, if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to acts of God, including earthquakes, storms, fires, floods, or because of material change in circumstances, including, but not limited to, acts of war, strikes, unavailability of pesticides, or other supplies from ordinary sources. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

VI. PAYMENT

A. The cost of the services described herein shall be \$ 225.00 plus tax of \$ 26.25 for the initial month and \$ 74.00 plus tax of \$ 6.66 per month thereafter for a period of 11 months. You will receive a monthly invoice. Payment shall be due upon receipt of invoice.

VII. MATERIALS

A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
B. The materials shall be used in accordance with the labels and specifications.

VIII. LIMITATION OF LIABILITY: The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided. In no event will Orkin be responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

IX. EQUIPMENT REPLACEMENT

A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, Orkin/Aires, or insect light traps) that is damaged, lost or destroyed on the Customer premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs.
B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

X. INSURANCE: Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

XI. CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

XII. MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION, UNLESS THE PARTIES AGREE OTHERWISE. THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT BY INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN THE COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7878, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.

XIII. AMOUNT REMITTED: \$ 225.00 ☐ Cash ☐ Check ☐ Complete Easy Payment Form ☐ P.O. Number _____

Inspector Name (PRINT) CHARLEE MULLER Employee ID # or Certification # 72821

Branch Telephone Number 253-852-4688

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT

Branch Management Signature _____

Date _____

Branch Street Address 25400 74TH AVE SO
KENT WA 98032
City State Zip Code

Customer's Signature _____

Date _____

PLEASE SIGN & RETURN TO 253-852-2625



COMMERCIAL SERVICES

FLOOR LEVEL
INSPECTION REPORTTime In 1:30Time Out 2:30Date 7/18/08Inspector - Print Name
CHARLIE MUGLER

CUSTOMER INFORMATION

Name CITY OF BURLINGHAM - CITY HALL
Address 24301 ROBERTS DRIVE BURLINGHAM
Store # _____ Ph. # 360-886-2500 EXT 123
Manager ANDREW WELTANSON

BRANCH INFORMATION

Name KENT Ph. # 252-852-4689
Svc. Tech. _____ Rt. # _____
Svc. Time _____ Frequency 1 PER MONTHACTIVE
INFESTATION
FOUND
PEST
FOUND
(SPECIFY)
CORRECTIVE
ACTION
REQUIRED
by Orkin
by Customer

Line	LOCATION	Yes	No	by Orkin	by Customer	DESCRIBE ACTION REQUIRED
1.	OUTSIDE BOTH	✓		ORGIN ANTS ✓		TREAT AROUND BOTH BUILDINGS FOR
2.	BUILDINGS			RODENT		ODOR ANTS + ALSO PLACE PROTECTOR
3.						BAIT STATIONS FOR RODENT CONTROL
4.						TREAT ALONG ALL RAMPS + ENTRY POINTS
5.						FOR ANTS
6.	INSIDE BOTH	✓		ORGIN ANTS ✓		TREAT THE BASE BOARDS + ALL ENTRYS
7.	BUILDINGS					+ SPT TREAT ANY OTHER AREA AS NEEDED
8.						FOR ANTS
9.	KITCHEN +	✓		ANTS ✓		TREAT BATHROOMS + KITCHEN ALSO PLACE
10.	BATHROOMS			RODENT		ANT PUCK IN BOTH AREA'S. PLACE MOUSE
11.						BOARDS UNDER SINK IN KITCHEN AREA.
12.						
13.						
14.						
15.						

Additional Comments _____

Does Customer Have:

	YES	NO
Hands Free Flushing		✓
Restroom Odor Control		✓
Flying Insect Traps		✓
Floor Care Program in place	✓	

	YES	NO
Drain Odor Present		✓
Floor Drains Clean	✓	
Door Sweeps Needed		✓

Inspector
SignatureCharlie MuglerCustomer
SignatureX

20-035-2 REV. 3/2004

ORKIN, INC.

PLEASE SIGN & RETURN TO 252-852-2625

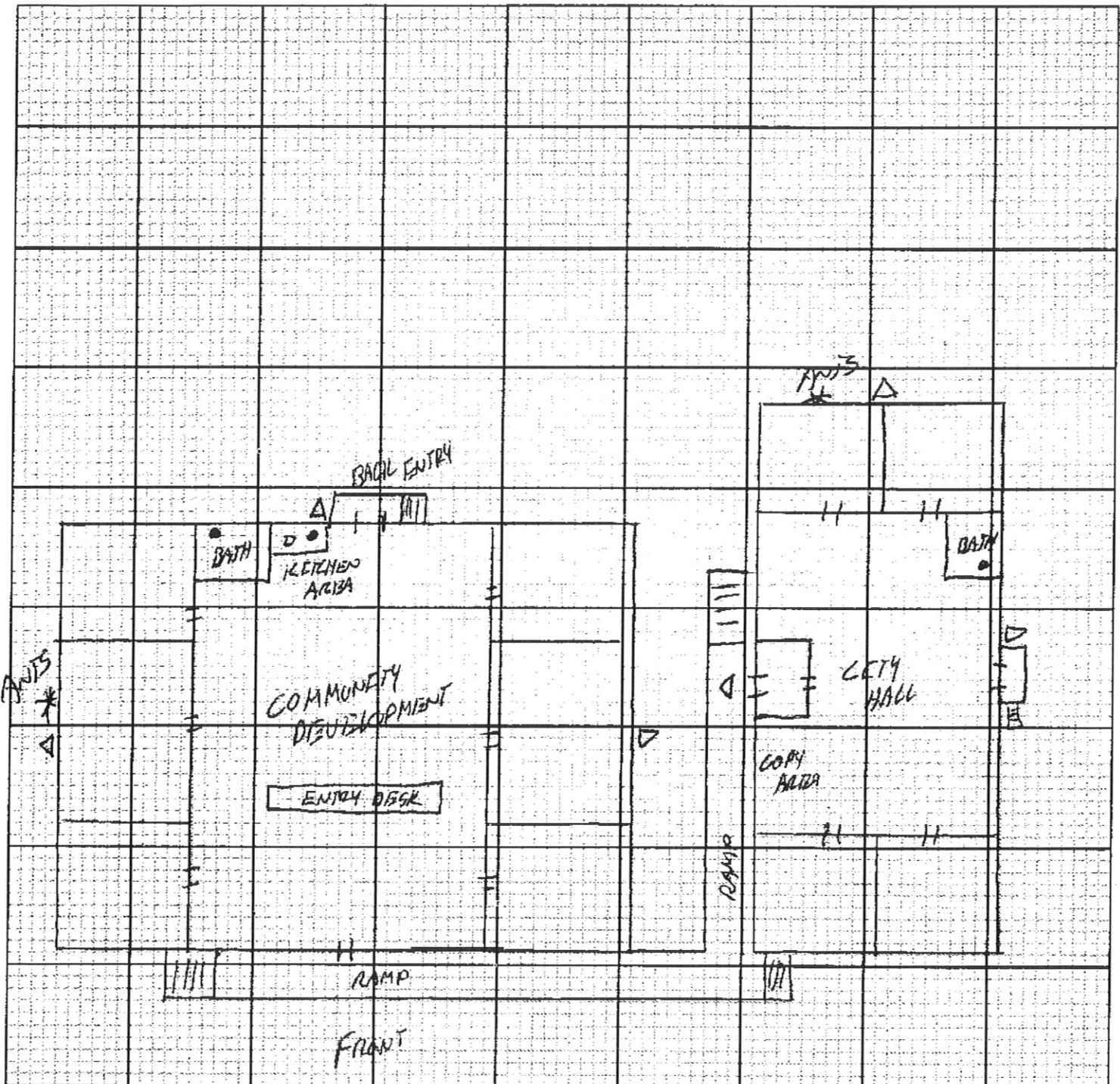
COPY DISTRIBUTION: WHITE - CUSTOMER CANARY - BRANCH (CUSTOMER FILE) PINK - TECHNICIAN COPY GOLDENROD - REGION

ORKIN, INC.



COMMERCIAL SERVICES

Customer Name CITY OF BLACK DIAMOND - CITY HALL DATE 7/21/08
 Address 24301 ROBERTS DRIVE City BLACK DIAMOND State WA
98010



△ - PROTECTOR BAIT STATIONS
 □ - MOUSE BOARD
 ○ - ANT PUCKS

Drawn To What Scale = 1 Square = 1.5'

Frequency Of Service 1 PER MONTH
 KEY TO GRAPH CODES
 Infestation - Double Letters (AP)
 Housekeeping - Maintenance - Single Letter (B)
 Treatment - Numbers - See Treating Page

Person To Contact ANDREW WILLIAMS Phone 360-886-2560
 Special Instructions For Servicing:
 ORKIN Rep. CHARLIE MUGLER
 Branch Office KENT Phone 253-852-4089

Orkin Triple Guarantee

24 Hour Response Guaranteed

1

- ★ **When you see a pest, you need service right away.** Orkin makes it easy with a direct priority line to our national customer service department and to your local branch where your request will be responded to within 24 hours.

Satisfaction Guarantee

2

- ★ **Total satisfaction or you don't pay.** If, during your regularly scheduled treatments, you are not completely satisfied with the results, Orkin will retreat to your satisfaction or refund your last monthly payment. If, after 60 days of service, you are dissatisfied with Orkin and decide to cancel, Orkin will pay the reasonable cost of an initial service by another pest control operator of your choice.

*Reimbursement Guarantee

- ★ **Should your company be fined by a regulatory agency** due solely to a pest infestation, Orkin will reimburse you for any fines paid, not to exceed \$50,000.

Applies only to Foodservice and Hospitality Establishments.

Should your customer see a roach, rat or mouse in your establishment after 60 days of service, Orkin will:

3

- (a) Repay, either you or the customer as appropriate, the reasonable charges incurred by the customer at time of sighting not to exceed \$50 for a restaurant or \$100 for a hotel, if applicable.
- (b) Invite the customer back as Orkin's guest for a meal or room charge not to exceed \$50 for a restaurant or \$100 for a hotel, if applicable.

Applies only to Healthcare Establishments.

If, after 60 days of service, any occupant's room in your facility has to be vacated due to a roach, rat or mouse infestation, Orkin will pay an amount not to exceed \$100 per bed for lost profit during the time the room is shut down.

Charles Mugh 7/2/08
ORKIN REPRESENTATIVE DATE

[Signature]
CUSTOMER

DATE

* Your account must be current, under contract for over 60 days, and your business must be compliant with sanitation and structural requests as noted on Orkin service reports.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-535, authorizing the Mayor to withdraw the City's request for the John Henry Mine Amendment to the King County Comprehensive Plan	Agenda Date: August 7, 2008		AB08-086
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		X
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs	X	
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Dan Dal Santo		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		
Cost Impact:	Court – Kaaren Woods		
Fund Source:			
Timeline:			
Attachments: Resolution No. 08-535, Letter to King County Council			
SUMMARY STATEMENT: <p>Mayor Botts and City Attorney Combs will address Council on this issue.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-535, authorizing the Mayor to withdraw the City's request for the John Henry Mine Amendment to the King County Comprehensive Plan.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 7, 2008			

RESOLUTION NO. 08-535

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO WITHDRAW THE CITY'S
REQUEST FOR THE JOHN HENRY MINE AMENDMENT TO
THE KING COUNTY COMPREHENSIVE PLAN

WHEREAS, on September 28, 2007 the City submitted to King County a request that the County amend its Comprehensive Plan so that the John Henry Mine site would be added to the City's Urban Growth Area as a potential annexation area;

WHEREAS, the City intent was to have the County, City and affected property owners enter into a planning agreement with regards to the John Henry Mine Site, that agreement to be executed prior to the amendment of the King County Comprehensive Plan; and

WHEREAS, it appears that such an agreement will not be able to be negotiated within the timeframes of the 2008 Comprehensive Plan amendment cycle; and

WHEREAS, the City does not want further lands added to its Urban Growth Area unless and until there is an agreement in place that defines the parameters within which the property will subsequently be developed; and

WHEREAS, there remains a pending amendment request on the docket of the King County Growth Management and Natural Resource Committee;

WHEREAS, the City wishes to withdrawal its amendment request; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the Mayor to take such action as is necessary to assure that the John Henry Mine site is not added to the City's UGA until an agreement is in place that establishes the parameters within which the property will subsequently be developed and further that he send the attached letter withdrawing the City's Comprehensive Plan amendment request.

ADOPTED by the City Council on August 7, 2008 at an open public meeting.

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk



CITY OF BLACK DIAMOND

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

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

August 7, 2008

Mr. Bob Ferguson
Metropolitan King County Council
516 Third Ave., Rm. 1200
Seattle, WA 98104

Mr. Larry Gossett
Metropolitan King County Council
516 Third Ave., Rm. 1200
Seattle, WA 98104

Ms. Kathy Lambert
Metropolitan King County Council
516 Third Ave., Rm. 1200
Seattle, WA 98104

Mr. Larry Phillips
Metropolitan King County Council
516 Third Ave., Rm. 1200
Seattle, WA 98104

Ms. Julia Patterson
Metropolitan King County Council
516 Third Ave., Rm. 1200
Seattle, WA 98104

Ms. Jane Hague
Metropolitan King County Council
516 Third Ave., Rm. 1200
Seattle, WA 98104

Mr. Pete von Reichbauer
Metropolitan King County Council
516 Third Ave., Rm. 1200
Seattle, WA 98104

Mr. Dow Constantine
Metropolitan King County Council
516 Third Ave., Rm. 1200
Seattle, WA 98104

Mr. Reagan Dunn
Metropolitan King County Council
516 Third Ave., Rm. 1200
Seattle, WA 98104

Re: Docket request #45 – Withdrawal of Comprehensive Plan Amendment Request

Honorable Council Members:

The City of Black Diamond is hereby withdrawing its September 28, 2007, request for amendment of the King County Comprehensive Plan.

On September 28, 2007, the City of Black Diamond requested that the John Henry Mine site be added to its Urban Growth Area. A copy of that request is attached. The City's intent, in making the request, was for the County, the City, and the affected property owners to work toward a land use

Honorable King County Council
August 7, 2008
Page Two

planning agreement that would be in place before the area was added to the City's UGA, or designated a PAA.

The City is greatly concerned about protecting the environment, and believed that with such an agreement in place, the environmental restoration of the John Henry Mine site could be expedited. The City hoped that with such an agreement, there would be sufficient incentives for the immediate commencement of mine reclamation work, which would provide great environmental benefits, provide open space and recreational amenities that would benefit everyone in the south east county area, and help contain urban development to land areas that are already significantly disturbed.

Unfortunately the County, City and affected property owners have not been able to develop such an agreement. The City thus respectfully withdraws its amendment request and asks that the County no longer consider this request in the 2008 Comprehensive Plan amendment cycle.

Please inform me of any further actions that the City must take to effectuate the withdrawal of the City's amendment request.

Respectfully submitted,

Howard Botts
Mayor

Cc: Ron Sims, King County Executive
Kristine Hanson, Black Diamond Councilmember
Geoff Bowie, Black Diamond Councilmember
Bill Boston, Black Diamond Councilmember
Rebecca Olness, Black Diamond Councilmember
Leih Mulvihill, Black Diamond Councilmember