



CITY OF BLACK DIAMOND
September 18, 2008 Workstudy Agenda
25510 Lawson St., Black Diamond, Washington

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

1.) Capital Improvement Plan – General Government, Parks

Ms. Miller

ADJOURNMENT:



City of Black Diamond

**GENERAL
GOVERNMENT**

**Capital Improvement Plan
2008 – 2013**

DRAFT

September 12, 2008

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General Government Department Summary

Capital Improvement Program 2008 - 2013

REQUESTED FUNDING BY DEPARTMENT

	Total \$ Project	2008	2009	2010	2011	2012	2013
Facilities and City Technology (excludes Police)	423,500	93,500	130,000	115,000	35,000	25,000	25,000
Public Safety (includes technology)	660,344	100,000	183,000	72,300	62,715	118,502	123,827
Parks and Recreation	6,606,500	79,000	202,500	152,000	1,440,000	2,882,000	1,851,000
TOTAL SOURCES	\$7,690,344	\$272,500	\$515,500	\$339,300	\$1,537,715	\$3,025,502	\$1,999,827

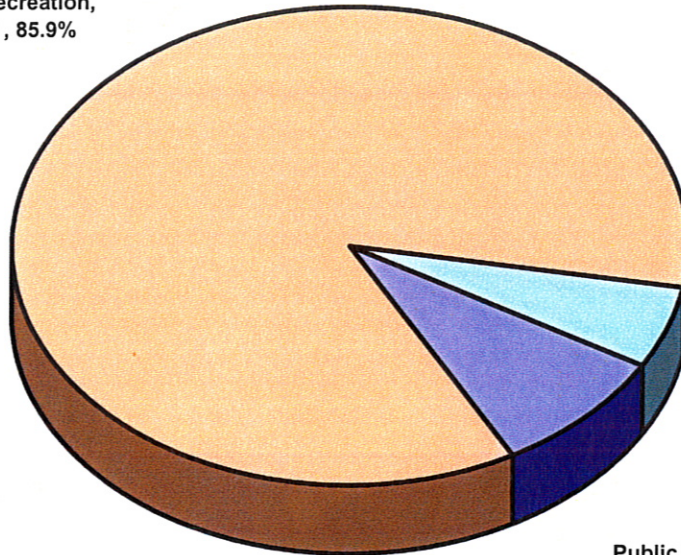
NOTE: The Fire Department Capital Improvement Plan will be added in 2009

Key to Projects in the CIP:

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

Total: \$7,690,344

Parks and Recreation,
\$6,606,500 , 85.9%



Facilities and City
Technology (excludes
Police), \$423,500 , 5.5%

Public Safety (includes
technology), \$660,344 ,
8.6%

ONGOING OPERATING COSTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
I2 Pol Records System Maint.	150,000		30,000	30,000	30,000	30,000	30,000
P5 Trail Development Maint.	20,000					10,000	10,000
P7 Lake Sawyer Park Maint.	120,000						120,000
TOTAL OPERATING	\$290,000		\$30,000	\$30,000	\$30,000	\$40,000	\$160,000



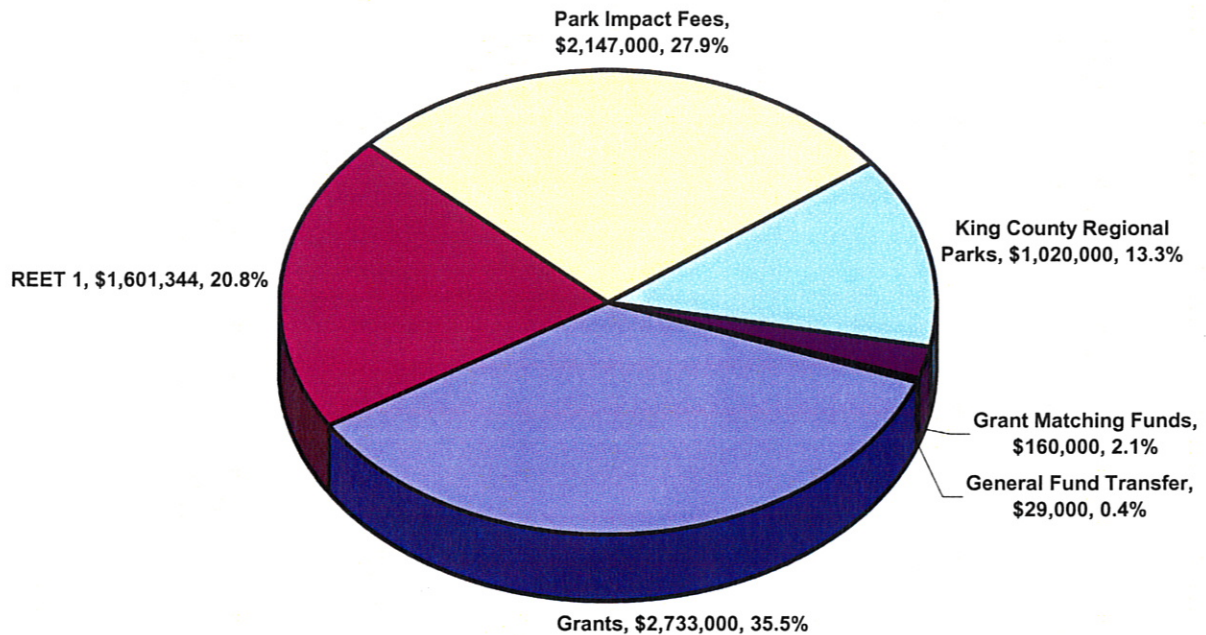
CIP General Government Revenue Summary

Capital Improvement Program 2008 - 2013

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
Primarily RCO and County Grants	2,733,000	50,000	45,000	0	728,000	1,810,000	100,000
REET 1	1,601,344	193,500	460,500	329,300	149,715	215,502	252,827
Park Impact Fees	2,147,000	0	0	0	500,000	0	1,647,000
King County Regional Parks	1,020,000	0	10,000	10,000	0	1,000,000	0
Grant Matching Funds	160,000	0	0	0	160,000	0	0
General Fund Transfer	29,000	29,000	0	0	0	0	0
TOTAL SOURCES	\$7,690,344	\$272,500	\$515,500	\$339,300	\$1,537,715	\$3,025,502	\$1,999,827

Total: \$7,690,344





REET 1 ANALYSIS SUMMARY

Capital Improvement Program 2008 - 2013

Real Estate Excise Tax Analysis

Key to Projects in the CIP:

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

REET 1 - REVENUE ANALYSIS

	2008	2009	2010	2011	2012	2013
Beginning Fund Balance	988,292	899,792	472,789	252,945	260,818	254,445
1/4 of 1% REET	50,000	50,000	100,000	150,000	200,000	250,000
Interest	25,000	13,497	9,456	7,588	9,129	10,178
Available Balance	1,063,292	963,289	582,245	410,533	469,947	514,622
REET 1 Projects						
A1 Metal Building Upgrades	40,000	20,000				
A2 City Hall and Court Remodel	50,000	65,000	25,000	20,000	10,000	10,000
A3 Purchase Pool Car			25,000			
A4 Space Study		25,000	25,000			
I1 City Technology Upgrades	3,500	15,000	40,000	15,000	15,000	15,000
I2 Police Records System Replacement	25,000	35,000				
I3 Police Technology Upgrades	45,000	56,000	24,000	12,000	12,000	12,000
L1 Patrol Car Replacement Program		92,000	48,300	50,715	106,502	111,827
L2 Police Firearms Equipment		30,000				
P1 Improvements to Existing Skate Park		25,000	5,000			
P2 Union Stump Memorial Park		15,000			20,000	52,000
P3 Lake Sawyer Boat Launch Improvements			55,000			
P4 Grant Matching Funds		50,000	50,000	50,000	50,000	50,000
P5 Trail System Development		10,000	10,000			
P6 BMX Park Course		20,000	20,000			
P8 Eagle Creek Park Upgrades		25,000				
P9 Park and Cemetery Mowers and Equipment		7,500	2,000	2,000	2,000	2,000
Total REET 1 Projects	163,500	490,500	329,300	149,715	215,502	252,827
Ending Fund Balance	899,792	472,789	252,945	260,818	254,445	261,795



CIP General Government Revenue Summary

Capital Improvement Program 2008 - 2013

Key to Projects in the CIP:

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

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
REET 1							
A1 Metal Building Upgrades	60,000	40,000	20,000	0	0	0	0
A2 City Hall and Court Remodel	180,000	50,000	65,000	25,000	20,000	10,000	10,000
A3 Purchase Pool Car	25,000	0	0	25,000	0	0	0
A4 Space Study	50,000	0	25,000	25,000	0	0	0
I1 City Technology Upgrades	103,500	3,500	15,000	40,000	15,000	15,000	15,000
I2 Police Records System Replacement	60,000	25,000	35,000	0	0	0	0
I3 Police Technology Upgrades	161,000	45,000	56,000	24,000	12,000	12,000	12,000
P1 Improvement to Existing Skate Park - add Amenities	30,000	0	25,000	5,000	0	0	0
P2 Union Stump Memorial Park	87,000	0	15,000	0	0	20,000	52,000
P3 Lake Sawyer Boat Launch Improvements	55,000	0	0	55,000	0	0	0
P4 Grant Matching Funds	250,000	0	50,000	50,000	50,000	50,000	50,000
P5 Trail System Development	20,000	0	10,000	10,000	0	0	0
P6 BMX Park Course	40,000	0	20,000	20,000	0	0	0
P8 Eagle Creek Park Upgrades	25,000	0	25,000	0	0	0	0
P9 Park and Cemetery Mowers and Equipment	15,500	0	7,500	2,000	2,000	2,000	2,000
L1 Patrol Car Replacement Program	409,344	0	92,000	48,300	50,715	106,502	111,827
L2 Police Firearms Equipment	30,000	0	30,000	0	0	0	0
Total REET 1	1,601,344	163,500	490,500	329,300	149,715	215,502	252,827
Grant Funding							
A2 PSE Grant	5,000	0	5,000	0	0	0	0
P3 King Co. & RCO	718,000	50,000	40,000	0	628,000	0	0
P5 TIB CDBG or FED	300,000	0	0	0	100,000	100,000	100,000
P6 RCO Grant	210,000	0	0	0	0	210,000	0
P7 RCO Grant	1,500,000	0	0	0	0	1,500,000	0
Total Grant Funding	2,733,000	50,000	45,000	0	728,000	1,810,000	100,000



CIP General Government Revenue Summary

Capital Improvement Program 2008 - 2013

Key to Projects in the CIP:

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

REQUESTED FUNDING

General Fund Transfer

P3 Lake Sawyer Boat Launch Improvements

Total \$ Project	2008	2009	2010	2011	2012	2013
29,000	29,000	0	0	0	0	0
29,000	29,000					

King County Regional Parks

P5 Trail System Development

P7 Lake Sawyer Regional Park

Total King County Regional Parks

20,000	0	10,000	10,000	0	0	0
1,000,000	0	0	0	0	1,000,000	0
1,020,000	0	10,000	10,000	0	1,000,000	0

Impact Fees or SEPA

P7 Lake Sawyer Regional Park

2,147,000	0	0	0	500,000	0	1,647,000
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Grant Matching Funds

P3 Lake Sawyer Boat Launch Improvements

160,000	0	0	0	160,000	0	0
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Total Funding General Government

7,690,344	242,500	545,500	339,300	1,537,715	3,025,502	1,999,827
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City Facilities

Capital Improvement Program 2008 - 2013

Expenditure Summary by Project

Project Name	Total \$ Requested	2008	2009	2010	2011	2012	2013
A1 Metal Building Upgrades	60,000	40,000	20,000				
A2 City Hall and Court Remodel	185,000	50,000	70,000	25,000	20,000	10,000	10,000
A3 Purchase Pool Car	25,000		25,000				
A4 Space Study	50,000		25,000	25,000			
TOTAL EXPENDITURES	320,000	90,000	115,000	75,000	20,000	10,000	10,000

Funding Sources

Project	Total \$	2008	2009	2010	2011	2012	2013
REET 1							
A1 Metal Building Upgrades	60,000	40,000	20,000				
A2 City Hall and Court Remodel	180,000	50,000	65,000	25,000	20,000	10,000	10,000
A3 Purchase Pool Car	25,000		25,000				
A4 Space Study	50,000		25,000	25,000			
Total REET 1 Funding	315,000	90,000	110,000	75,000	20,000	10,000	10,000
Other							
A2 PSE Grant	5,000		5,000				
Total Other Funding	5,000		5,000				
Total Administration Projects	320,000	90,000	115,000	75,000	20,000	10,000	10,000



Capital Improvement Program 2008 - 2013

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

PROJECT TITLE **Metal Building Upgrades**

DESCRIPTION

At the Shops: Replace roof and insulation, heating system, air circulation, lighting, alarm, upgrade electrical service panel, pave apron

BACKGROUND

COMMENTS

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

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements	60,000	40,000	20,000				
Preliminary Engineering							
Design Engineering							
Construction Engineering							
Construction Costs							
Capital Outlay							
Contingency							
TOTAL COSTS	\$60,000	\$40,000	\$20,000				

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (TIB)							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	60,000	40,000	20,000				
REET 2							
PW Trust Fund							
Other							
TOTAL SOURCES	\$60,000	\$40,000	\$20,000				

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



Capital Improvement Program 2008 - 2013

Project for the **Facilities** Department # **A2**

PROJECT TITLE City Hall and Court Remodel

DESCRIPTION

New hall flooring, bathroom and lobby flooring, new carpet for court and council chambers, sound system, remodel of court offices, new generator, heating and cooling systems, shredder for court, conference table and chairs, new front lobby doors.

BACKGROUND

COMMENTS

In year one the court room and chamber flooring will be replaced, as well as rugs and doors. In year two the generator will be replaced and and electrical upgrades will be completed. A PS Energy study with a grant from Puget Sound Energy for \$5,000 is also planned. Future needs include the public bathroom, and any results from the energy audit.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements	155,000	50,000	40,000	25,000	20,000	10,000	10,000
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay	30,000		30,000				
Contingency							
TOTAL COSTS	\$185,000	\$50,000	\$70,000	\$25,000	\$20,000	\$10,000	\$10,000

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (PSE)	5,000		5,000				
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	180,000	50,000	65,000	25,000	20,000	10,000	10,000
REET 2							
PW Trust Fund							
PSE Grant							
TOTAL SOURCES	\$185,000	\$50,000	\$70,000	\$25,000	\$20,000	\$10,000	\$10,000

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



Capital Improvement Program 2008 - 2013

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

PROJECT TITLE **Purchase Pool Car**

DESCRIPTION

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

BACKGROUND

COMMENTS

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

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

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



Capital Improvement Program 2008 - 2013

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

PROJECT TITLE **Space Study**

DESCRIPTION

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

BACKGROUND

COMMENTS

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

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

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



Information Technology

Capital Improvement Program 2008 - 2013

Expenditure Summary by Project

Project Name	Total \$					
	Requested	2008	2009	2010	2011	2012
I1 City Technology Upgrades	103,500	3,500	15,000	40,000	15,000	15,000
I2 Police Records System Replacement	60,000	25,000	35,000			
I3 Police Technology Upgrades	161,000	45,000	56,000	24,000	12,000	12,000
TOTAL EXPENDITURES	324,500	73,500	106,000	64,000	27,000	27,000

Funding Sources

Project	Total \$					
	2008	2009	2010	2011	2012	2013
REET 1 Funding						
I1 City Tech Upgrades	3,500	15,000	40,000	15,000	15,000	15,000
I2 Police Records System Replacement	25,000	35,000				
I3 Police Technology Upgrades	45,000	56,000	24,000	12,000	12,000	12,000
Total REET 1 Funding	73,500	106,000	64,000	27,000	27,000	27,000
Total Information Technology Projects	73,500	106,000	64,000	27,000	27,000	27,000



Capital Improvement Program 2008 - 2013

Project for the City Technology Department # I1

PROJECT TITLE City Technology Upgrades

DESCRIPTION

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

BACKGROUND

COMMENTS

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

CAPITAL PROJECT COSTS

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

REQUESTED FUNDING

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

NON CAPITAL OPERATING COSTS

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



Capital Improvement Program 2008 - 2013

Project for the **Police** **Department** **# I2**

PROJECT TITLE **Police Records System Replacement**

DESCRIPTION Police Dept record system upgrade needed, as the last system was purchased in 1999 and has outlived it's useful life. This project includes server upgrades and related capital outlay.

BACKGROUND This system in place currently crashes every day and has no search capability.

COMMENTS Maintenance costs include \$5,000 annually to vendor and \$25,000 annually to the City of Federal Way.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Capital Outlay							
Other - Technology	60,000	25,000	35,000				
TOTAL COSTS	\$60,000	\$25,000	\$35,000				

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (TIB)							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	60,000	25,000	35,000				
REET 2							
PW Trust Fund							
Criminal Justice Funds							
TOTAL SOURCES	\$60,000	\$25,000	\$35,000				

NON CAPITAL OPERATING COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Maintenance	150,000		30,000	30,000	30,000	30,000	30,000
Debt Repayment							
TOTAL OPERATING	150,000		30,000	30,000	30,000	30,000	30,000



Capital Improvement Program 2008 - 2013

Project for the **Police** **Department** **# I3**

PROJECT TITLE **Police Technology Upgrades**

DESCRIPTION

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

BACKGROUND

COMMENTS

CAPITAL PROJECT COSTS

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

REQUESTED FUNDING

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

NON CAPITAL OPERATING COSTS

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



Police Department

Capital Improvement Program 2008 - 2013

CAPITAL PROJECT COSTS BY PROJECT

	Total \$ Requested	2008	2009	2010	2011	2012	2013
Vehicle Replacement Program	409,344		92,000	48,300	50,715	106,502	111,827
Firearms Equipment	30,000		30,000				
TOTAL COSTS	\$439,344		\$122,000	\$48,300	\$50,715	\$106,502	\$111,827

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (specify)							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	439,344		122,000	48,300	50,715	106,502	111,827
REET 2							
Other - LID							
Capital Reserves							
TOTAL SOURCES	\$439,344		\$122,000	\$48,300	\$50,715	\$106,502	\$111,827

NON CAPITAL OPERATING COSTS

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



Capital Improvement Program 2008 - 2013

Project for the **Police** **Department** **# L1**

PROJECT TITLE **Patrol Car Replacement Program**

DESCRIPTION

The City is in great need of a managed vehicle replacement program with planned expenditures for two vehicles in 2009 and one in 2010 and 2011, then two per year to replace aging patrol cars that are becoming expensive to maintain.

BACKGROUND

This rotation program will allow the force to spend more time on the street and less time delivering them for repairs and maintenance. This program will allow for rotation roughly every 100,000 miles.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Design Engineering							
Construction Engineering							
Construction Costs							
Capital Outlay	409,344		92,000	48,300	50,715	106,502	111,827
Contingency							
TOTAL COSTS	\$409,344		\$92,000	\$48,300	\$50,715	\$106,502	\$111,827

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (TIB)							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	409,344		92,000	48,300	50,715	106,502	111,827
REET 2							
PW Trust Fund							
Capital Reserves							
TOTAL SOURCES	\$409,344		\$92,000	\$48,300	\$50,715	\$106,502	\$111,827

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

Police Vehicles and Replacement Schedule - DRAFT

as of 9/12/2008

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



Capital Improvement Program 2008 - 2013

Project for the **Police** **Department** **# L2**

PROJECT TITLE **Police Firearms Equipment**

DESCRIPTION

In 2007 Black Diamond Police Department began a firearms program in order to ensure the safety of officers and citizens. In 2008 an officer became an instructor. This request includes three additional rifles, four Glocks, two training pistols and twelve weapon lights, as well as money for ammunition, taser cartridges and batteries.

BACKGROUND

COMMENTS

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

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (TIB)							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	30,000		30,000				
REET 2							
PW Trust Fund							
Capital Reserves							
TOTAL SOURCES	\$30,000		\$30,000				

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



Parks Department Capital Improvement Program 2008 - 2013

Expenditure Summary by Project

Project Name	Total \$ Requested	2008	2009	2010	2011	2012	2013
P1 Improvement to Existing Skate Park - add Amenities	30,000		25,000	5,000			
P2 Union Stump Memorial Park	87,000		15,000			20,000	52,000
P3 Lake Sawyer Boat Launch Improvements	962,000	79,000	40,000	55,000	788,000		
P4 Grant Matching Funds	250,000		50,000	50,000	50,000	50,000	50,000
P5 Trail System Development	340,000		20,000	20,000	100,000	100,000	100,000
P6 BMX Park Course	250,000		20,000	20,000		210,000	
P7 Lake Sawyer Regional Park	4,647,000				500,000	2,500,000	1,647,000
P8 Eagle Creek Park Upgrades	25,000		25,000				
P9 Park and Cemetery Mowers and Equipment	15,500		7,500	2,000	2,000	2,000	2,000
TOTAL EXPENDITURES	6,606,500	79,000	202,500	152,000	1,440,000	2,882,000	1,851,000

Funding Sources

Project	Total \$ Project	2008	2009	2010	2011	2012	2013
Recreation and Conservation Office Grant (ROC)							
P3 Lake Sawyer Boat Launch Improvements	628,000				628,000		
P5 Trail System Development	300,000				100,000	100,000	100,000
P6 BMX Park Course	210,000					210,000	
P7 Lake Sawyer Regional Park	1,500,000					1,500,000	
King County Grant							
P3 Lake Sawyer Boat Launch Improvements	50,000	50,000					
KCD/KC Grant							
P3 Lake Sawyer Boat Launch Improvements	40,000		40,000				
Total Grant Funding	2,728,000	50,000	40,000		728,000	1,810,000	100,000
Grant Matching							
P3 Lake Sawyer Boat Launch Improvements	160,000				160,000		
General Fund Transfer							
P3 Lake Sawyer Boat Launch Improvements	29,000	29,000					
King County Regional Park Funds							
P7 Lake Sawyer Regional Park	1,020,000		10,000	10,000		1,000,000	
REET 1 Funding							
P1 Improvement to Existing Skate Park - add Amenities	30,000		25,000	5,000			
P2 Union Stump Memorial Park	87,000		15,000			20,000	52,000
P3 Lake Sawyer Boat Launch Improvements	55,000		50,000	50,000	50,000	50,000	50,000
P4 Grant Matching Funds	250,000		10,000	10,000			
P5 Trail System Development	20,000		20,000				
P6 BMX Park Course	40,000		25,000				
P8 Eagle Creek Park Upgrades	25,000		7,500	2,000	2,000	2,000	2,000
P9 Park and Cemetery Mowers and Equipment	15,500		152,500	142,000	52,000	72,000	104,000
Total REET 1 Funding	522,500		152,500	142,000	52,000	72,000	104,000
Impact Fee Funding							
P7 Lake Sawyer Regional Park	2,147,000				500,000		1,647,000
Total Impact Fee Funding	2,147,000				500,000		1,647,000
Total Parks Projects	6,606,500	79,000	202,500	152,000	1,440,000	2,882,000	1,851,000

Non Capital Operating Costs

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



Capital Improvement Program 2008 - 2013

Project for the **Parks** **Department** **# P1**

PROJECT TITLE **Improvement to Existing Skate Park - add Amenities**

DESCRIPTION The skate park has a tennis and basketball court but needs to be more family friendly with a swing set, benches and picnic tables.

BACKGROUND This is a popular area for youth in our community, and improving the facilities will be beneficial to Black Diamond families coming together to enjoy watching the kids skate and play.

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Design Engineering							
Construction Engineering							
Construction Costs	25,000		25,000				
Capital Outlay	5,000			5,000			
Contingency							
TOTAL COSTS	\$30,000		\$25,000	\$5,000			

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (TIB)							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	30,000		25,000	5,000			
REET 2							
PW Trust Fund							
Other							
TOTAL SOURCES	\$30,000		\$25,000	\$5,000			

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



Capital Improvement Program 2008 - 2013

Project for the **Parks** **Department** **# P2**

PROJECT TITLE **Union Stump Memorial Park**

DESCRIPTION

Memorial Park at the corner of Cemetery Road and Roberts Drive

BACKGROUND

Park was established at the turn of the century. Fencing is in need of repair and formal parking needs to be established. Includes design and construction of the parking area in 2012 and 2013.

COMMENTS

CAPITAL PROJECT COSTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering	20,000					20,000	
Construction Costs	67,000		15,000				52,000
Capital Outlay							
Contingency							
TOTAL COSTS	\$87,000		\$15,000			\$20,000	\$52,000

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (TIB)							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	87,000		15,000			20,000	52,000
REET 2							
PW Trust Fund							
Other							
TOTAL SOURCES	\$87,000		\$15,000			\$20,000	\$52,000

NON CAPITAL OPERATING COSTS

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



Capital Improvement Program 2008 - 2013

Project for the **Parks** **Department** **# P3**

PROJECT TITLE **Lake Sawyer Boat Launch Improvements**

DESCRIPTION

Existing boat launch facility on the west end of Lake Sawyer off of 296th Avenue. In 2008 use King County grant and City funds to provide parking on south end. Move fence and add low impact parking area in 2008 and 2009. Design and build in 2010 and 2011 with state grant.

BACKGROUND

COMMENTS

King County Parks and Recreation and the King County Conservation District will supply funds initially to get the project moving forward. Conceptual design as well as parking lot improvements are slated for 2009.

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering	28,000	28,000					
Construction Engineering	37,000	37,000					
Design Engineering	45,000			45,000			
Construction Costs	808,000	14,000	40,000		768,000		
Capital Outlay							
Permitting Costs	30,000			10,000	20,000		
TOTAL COSTS	\$962,000	\$79,000	\$40,000	\$55,000	\$788,000		

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (KC & RCO)	718,000	50,000	40,000		628,000		
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	55,000			55,000			
REET 2							
PW Trust Fund							
Grant Matching	160,000				160,000		
General Fund Transfer	29,000	29,000					
TOTAL SOURCES	\$962,000	\$79,000	\$40,000	\$55,000	\$788,000		

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



Capital Improvement Program 2008 - 2013

Project for the **Parks** **Department** **# P4**

PROJECT TITLE **Grant Matching Funds**

DESCRIPTION

Grant matching will be used in 2011 to secure a State Recreation and Conservation Office (RCO Grant) for design and improvements to Lake Sawyer Boat Launch Project.

BACKGROUND

COMMENTS

CAPITAL PROJECT COSTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Transfer Reserves	250,000		50,000	50,000	50,000	50,000	50,000
TOTAL COSTS	\$250,000		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (specify)							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	250,000		50,000	50,000	50,000	50,000	50,000
REET 2							
PW Trust Fund							
TOTAL SOURCES	\$250,000		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

NON CAPITAL OPERATING COSTS

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



Capital Improvement Program 2008 - 2013

Project for the **Parks** **Department** **# P5**

PROJECT TITLE **Trail System Development**

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

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

COMMENTS

CAPITAL PROJECT COSTS

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

REQUESTED FUNDING

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

NON CAPITAL OPERATING COSTS

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



Capital Improvement Program 2008 - 2013

Project for the **Parks** **Department** **# P6**

PROJECT TITLE **BMX Park Course**

DESCRIPTION Circuit course for BMX enthusiasts.

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

COMMENTS

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

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

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



Capital Improvement Program 2008 - 2013

Project for the Parks Department # P7

PROJECT TITLE Lake Sawyer Regional Park

DESCRIPTION Regional Facility on the south end of Lake Sawyer area.

Raw land awaiting development

BACKGROUND

COMMENTS

Significant development projects are slated for later years as funding sources are identified and this is a regional park. Impact fees have not been approved by Council. Should the Council not adopt impact fees, grant, REET and other funding sources may be pursued. The City hopes to partner with the County on regional park development.

CAPITAL PROJECT COSTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	250,000				250,000		
Design Engineering	250,000				250,000		
Construction Costs	4,147,000					2,500,000	1,647,000
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$4,647,000				\$500,000	\$2,500,000	\$1,647,000

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants (RCO)	1,500,000					1,500,000	
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees	2,147,000				500,000		1,647,000
REET 1							
REET 2							
PW Trust Fund							
King County Regional Park Money	1,000,000					1,000,000	
TOTAL SOURCES	\$4,647,000				\$500,000	\$2,500,000	\$1,647,000

NON CAPITAL OPERATING COSTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Maintenance	120,000						120,000
Debt Repayment							
TOTAL OPERATING	120,000						120,000



Capital Improvement Program 2008 - 2013

Project for the **Parks** **Department** **# P8**

PROJECT TITLE **Eagle Creek Park Upgrades**

DESCRIPTION Place playground equipment at Eagle Creek Park, which now has a small sport court.

BACKGROUND

COMMENTS This park in a new development is intended to be a gathering place for the area residents, including young children in the neighborhood.

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							
Playground Equipment	25,000		25,000				
Permitting							
TOTAL COSTS	\$25,000		\$25,000				

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
RCO Grant							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	25,000		25,000				
REET 2							
PW Trust Fund							
Other							
TOTAL SOURCES	\$25,000		\$25,000				

NON CAPITAL OPERATING COSTS

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



Capital Improvement Program 2008 - 2013

Project for the **Parks** **Department** **# P9**

PROJECT TITLE **Park and Cemetery Mowers and Equipment**

DESCRIPTION

Replacement of older equipment and mowers needs to be scheduled over time to keep reliable equipment. Funds are combined with Street, Water, Sewer and Storm Water in an Equipment Replacement Fund. First year is a mower replacement.

BACKGROUND

COMMENTS

CAPITAL PROJECT COSTS	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering							
Design Engineering							
Construction Costs							
Playground Equipment							
Other Equipment	15,500		7,500	2,000	2,000	2,000	2,000
TOTAL COSTS	\$15,500		\$7,500	\$2,000	\$2,000	\$2,000	\$2,000

REQUESTED FUNDING	Total \$ Project	2008	2009	2010	2011	2012	2013
RCO Grant							
Water Utility Fund							
Sewer Utility Fund							
Drainage Utility Fund							
Street Funds							
Impact Fees							
REET 1	15,500		7,500	2,000	2,000	2,000	2,000
REET 2							
PW Trust Fund							
Other							
TOTAL SOURCES	\$15,500		\$7,500	\$2,000	\$2,000	\$2,000	\$2,000

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



CITY OF BLACK DIAMOND
September 18, 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.) AB08-054f– Latecomer's Agreement | Mr. Boettcher |
| 2.) AB08-093 – Extending Mobile Home Landing Moratorium | Mr. Combs |
| 3.) AB08-094 – Extending Building Moratorium | Mr. Combs |

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|---------------------------------------------------------------|-----------------|
| 4.) AB08-095 – Resolution Authorizing Okanogan Jail Agreement | Chief Kiblinger |
|---------------------------------------------------------------|-----------------|

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 5.) **Minutes** – Council Meeting of September 4, 2008, Workstudy Notes of September 4th and September 8th.
6.) **Claim Checks**- September 18, 2008, No. 32210through No. 32229, No. 32308- No. 32315 (voided checks No. 32300- No. 32307) in the amount of \$140,777.18
7.) **Payroll Checks** – August 2008, No. 15145 through No. 15219 (voided check 15207) in the amount of \$272,312.99

EXECUTIVE SESSION: Labor Negotiations

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: September 18, 2008		AB08-054f																								
	Department/Committee/Individual	Created	Reviewed																								
	Mayor Howard Botts																										
	City Administrator –Gwen Voelpel																										
	City Attorney – Loren D. Combs	X																									
	City Clerk – Brenda L. Streepy																										
	Finance – May Miller																										
	Public Works – Seth Boettcher		X																								
	Economic Devel. – Andy Williamson																										
	Police – Jamey Kiblinger																										
Timeline:	Court – Kaaren Woods																										
Attachments: Resolution No. 08-508, Agreement, Exhibit's A, B, C, D, E																											
SUMMARY STATEMENT: <p>This Public Hearing is to provide opportunity for the public and the developer to comment on the latecomer agreement. A Latecomer agreement provides a method for a City to provide a certain amount of fairness to a developer who has extended the public infrastructure to the benefit of others.</p> <ul style="list-style-type: none"> • Staff has reviewed Pace and City billing, the Fardig contractor billing and the miscellaneous charges to the project and reconciled those charges to documented costs. The recoverable cost has been reduced through the audit process. • Secondly, staff researched through the Municipal Research Services Center the typical ways that City's charge administration fees on latecomer agreements and found that the charges and methods vary widely and found that there was not a trend of common practice. Staff is recommending a reduction in the administration fees from 20% to 10% which is close to actual costs. In this agreement the administration fees are proposed to be deducted from the developer's proceeds. 																											
COMMITTEE REVIEW AND RECOMMENDATION: Hear the testimony and if the proposed Latecomer Agreement seems to address the situation fairly the agreement could be approved after the hearing.																											
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-508, authorizing the Mayor to enter into a Latecomer's Agreement with Black Diamond Development, LLC.																											
<table border="1"> <thead> <tr> <th><i>Meeting Date</i></th> <th><i>Action</i></th> <th><i>Vote</i></th> </tr> </thead> <tbody> <tr> <td>June 5, 2008</td> <td>Public Hearing Continued to June 19th Council Meeting</td> <td></td> </tr> <tr> <td>June 19, 2008</td> <td>Public Hearing Continued to July 17th Council Meeting</td> <td></td> </tr> <tr> <td>July 17, 2008</td> <td>Public Hearing Continued to August 7th Council Meeting</td> <td></td> </tr> <tr> <td>August 7, 2008</td> <td>Public Hearing Continued to August 21st Council Meeting</td> <td></td> </tr> <tr> <td>August 21, 2008</td> <td>Public Hearing Continued to September 4th Council Meeting</td> <td></td> </tr> <tr> <td>September 4, 2008</td> <td>Public Hearing Continued to September 18th Council Meeting</td> <td></td> </tr> <tr> <td>September 18, 2008</td> <td></td> <td></td> </tr> </tbody> </table>				<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	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	Public Hearing Continued to August 21 st Council Meeting		August 21, 2008	Public Hearing Continued to September 4 th Council Meeting		September 4, 2008	Public Hearing Continued to September 18 th Council Meeting		September 18, 2008		
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September 18, 2008																											

RESOLUTION NO. 08-508

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

WHEREAS, Black Diamond Development, LLC (the "Developer") has installed, at its own expense, improvements to the City's water system consisting of installation of a 12" waterline in 3rd Avenue (the "Improvements") from the southern boundary of parcel no. 1121069095 to the northern boundary of the Diamond Square property, parcel no. 1121069069; and

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

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

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

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

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

ADOPTED by the City Council at an open public meeting held on the 18th day of September, 2008.

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

After Recording Return To:

City of Black Diamond

P.O. Box 599

Black Diamond, WA 98010

**WATER SYSTEM IMPROVEMENT COST
REIMBURSEMENT AGREEMENT**

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

GENERAL RECITALS

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

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

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

AGREEMENT

1. Cost of Construction. The cost of construction of the Improvements was Four Hundred Eighty Thousand Two Hundred Nineteen and 52/100 Dollars (\$480,219.52), including sales tax ("Cost of Construction"). An itemization of the Cost of Construction is set forth in Exhibit A attached hereto.

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

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

4. Amount of Assessment. The amount of assessment against the Benefited Non-Contributing Properties that tap into or otherwise connect to the System after the date this Agreement is recorded shall be the amount set forth in Exhibit E. The first part of the assessment was calculated by multiplying the ratio of each parcel's frontage on 3rd Avenue where the new water line is located to the total length of such frontage of all Benefited Contributing and Noncontributing Properties, by 50% of the total Cost of Construction. The second part of the assessment was calculated by multiplying the ratio of each parcel's developable area to the total developable area of all Benefited Contributing and Noncontributing Properties, by 50% of the total Cost of Construction. The calculation of each assessment is set forth in Exhibit E. The total assessment per frontage foot is approximately \$51.12 and the total assessment per developable square foot is approximately \$0.07.

5. Administrative Costs. There shall be an administrative fee of ten percent (10%) of all Assessments collected by the City under this Agreement, charged to the Developer in order

to reimburse the City for its costs incurred in processing this Agreement and administering the terms thereof. The administrative fee shall be deducted from Assessments collected by the City prior to remittance to the Developer.

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

7. Area Deduction. Prior to connecting to the System, the owner of a Benefited Non-Contributing Property may contest the developable area portion of the assessment on the basis that all or a portion of the property is not developable due to wetlands or other critical areas, by submitting a written notice to the City together with a wetland or critical areas report identifying the size and location of the undevelopable area, and a map of the undevelopable area prepared by a licensed surveyor. If the owner complies with the submission requirements, and establishes that a portion of the property is not developable under applicable laws and regulations, the City shall reduce the assessment for such property accordingly, and the City's costs of considering and processing the request, including attorneys fees, outside consultants fees, and staff time, shall be deducted from the assessment collected by the City prior to remittance to the Developer. Any reduction in assessment shall not change the assessment of other Benefited Non-Contributing Parties. If the owner contests the assessment but fails to establish that a portion of the property is not developable, the owner shall pay the City's costs of considering and processing the request, including attorneys fees, outside consultants fees, and staff time.

8. Termination of the Right to Reimbursement. The Developer's right to collect the sums to become due and owing under the terms of this Agreement shall terminate on the 18th of September, 2018, upon the Developer having been paid Three Hundred Ninety Nine Thousand Nine Hundred Thirty Eight and 88/100 Dollars (\$399,938.88), or upon the City having redesigned and reconstructed a part of the System so that the Improvements constructed by the Developer are rendered useless, whichever shall sooner occur.

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

10. Notices.

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

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

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

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

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

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

13. Severability. If any court or tribunal declares any provision of this Agreement to be invalid, the remaining provisions of this Agreement shall not be affected thereby. This Agreement, or any part hereof, if determined by law to be invalid, shall not waive any rights the

Developer has to reimbursement of the costs of construction of the Improvements to the extent provided for in this Agreement.

DATED as of the day and year first above written.

CITY

DEVELOPER:
Black Diamond Development
Company, LLC

By: _____
Howard Botts, Mayor

By: _____
Its: _____

Attest:

Brenda L. Streepy, City Clerk

STATE OF WASHINGTON)
)
County of King) ss.

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

DATED: _____.

NOTARY PUBLIC

Print Name: _____

My appointment expires: _____

STATE OF WASHINGTON)
)
County of King) ss.

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

DATED: _____.

NOTARY PUBLIC

Print Name: _____

My appointment expires: _____

Exhibit A

Itemization of Construction Cost

Description	Dollar Amount	Sales Tax	Total
Base Contract	\$ 299,825.83	\$ 25,185.37	\$ 325,011.20
Pipe Deflection	\$ 4,000.00	\$ 336.00	\$ 4,336.00
95.21 Tons Structural Fill	\$ 1,142.52	\$ 95.97	\$ 1,238.49
Extra Brush Removal	\$ 1,200.00	\$ 100.80	\$ 1,300.80
10 Water Services	\$ 13,000.00	\$ 1,092.00	\$ 14,092.00
Add on site valves	\$ 2,000.00	\$ 168.00	\$ 2,168.00
Additional water @ Bakery	\$ 1,062.50	\$ 89.25	\$ 1,151.75
Water Service @ Auto Parts	\$ 1,285.00	\$ 107.10	\$ 1,392.10
Phone Ped @ Trailer Park	\$ 1,700.00	\$ 142.80	\$ 1,842.80
Unmarked/unknown 2" steel conduit	\$ 850.00	\$ 71.40	\$ 921.40
Additional depth asphalt patch	\$ 4,158.32	\$ 349.30	\$ 4,507.62
Final Hook up of 1.5" tap	\$ 2,198.38	\$ 184.66	\$ 2,383.04
Total	\$ 332,422.55	\$ 27,922.65	\$ 360,345.20

EXHIBIT B

Benefited Contributing Property Legal Description

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

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

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

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

Parcel No. 112106 9008:

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

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

Parcel No. 112106 9031:

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

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

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

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

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

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

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

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

Parcel No. 112106 9053:

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

Beginning at the point of intersection of North line of the Southwest quarter of said Section 11 and the Westerly line of Primary State Highway No. 5;
thence South $89^{\circ}54'35''$ West along said North line 418.35 feet;
thence South $17^{\circ}08'00''$ East, a distance of 285.67 feet to the True Point of Beginning;
thence North $72^{\circ}52'00''$ East 400 feet, more or less, to the Westerly line of said Primary State Highway No. 5;
thence North $17^{\circ}08'00''$ West along said Westerly line of Primary State Highway No. 5, 151 feet to a point which bears South $80^{\circ}24'00''$ West from the center of said Section;
thence South $72^{\circ}52'00''$ West 400 feet more or less to a point North $17^{\circ}08'00''$ West from the True Point of Beginning;
thence South $17^{\circ}08'00''$ East to the True Point of Beginning.

SUBJECT TO:

~~Easement recorded under recording number 5787885.~~

Easement recorded under recording number 1726627.

Easement recorded under recording number 1629726.

Reservation recorded under recording number 299084.

Exceptions and Reservations recorded under recording number 3337857.

Exceptions and Reservations recorded under recording number 3852502.

Parcel No. 112106 9041:

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

Beginning at the point of intersection of the North line of the Southwest quarter of the above-named Section 11 and the Westerly line of Primary State Highway No. 5;
THENCE South $88^{\circ}54'35''$ West along said North Line of said Southwest Quarter of Section 11, a distance of 418.35 feet;
THENCE South $17^{\circ}08'$ East a distance of 285.67 feet to the True Point of Beginning;
THENCE continuing South $17^{\circ}08'$ East a distance of 200 feet;
THENCE North $72^{\circ}52'$ East 400 feet, more or less, to the Westerly line of said Primary State Highway No. 5;
THENCE North $17^{\circ}08'$ West along said Westerly Line 200 feet;
THENCE South $72^{\circ}52'$ West 400 feet, more or less, to the Point of Beginning.

SITUATE in the County of King, State of Washington.

Parcel No. 112106 9032:

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

Beginning at a point of intersection of the north line of the southwest quarter of said Section 11 and the westerly line of Primary State Highway No. 5, thence south $17^{\circ}8'$ east along said westerly line 363.12 feet to the true point of beginning; thence continuing south $17^{\circ}8'$ east 120 feet; thence south $72^{\circ}52'$ west 400 feet; thence north $17^{\circ}8'$ west 120 feet; thence north $72^{\circ}52'$ east 400 feet more or less to the true point of beginning. EXCEPT all coal and minerals and the right to explore for and mine the same, as excluded in Deed recorded under Recording No's. 298084 and 3852584.

Parcel No. 112106 9034:

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

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

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

Parcel No. 112106 9095:

Lot 2, Black Diamond Short Plat No. 081-2-85 recorded under King County Recorder's File No. 8504119001, being a subdivision of that portion of the South Half of Section 11, Twp. 21 N. Range 6 E.W.M. more particularly described as follows:

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

Parcel No. 112106 9050:

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

Parcel No. 112106 9028:

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

Parcel No. 112106 9047:

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

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

Tax Parcel Number: 1121069047

Parcel No. 112106 9046:

PARCEL A

The south 854 00 feet of the southwest quarter of the northeast quarter of Section 11, Township 21 north, Range 6 east, W M , in King County, Washington

Lying westerly of the westerly right of way line of Black Diamond-Ravensdale Road (County Road No 391),

EXCEPT the south 254 00 feet thereof

PARCEL B

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

PARCEL C

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

EXCEPT the south 854 00 feet thereof.

PARCEL D

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

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

EXCEPT portion lying within said state highway, if any

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

Parcel No. 112106 9091:

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

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

THENCE NORTH 00°07'54" WEST ALONG THE EAST LINE THEREOF 284.25 FEET TO THE TRUE POINT OF BEGINNING,

THENCE NORTH 00°07'54" WEST 343.45 FEET,

THENCE SOUTH 89°52'20" WEST 170.16 FEET TO THE MARGIN OF THE RIGHT-OF-WAY OF STATE HIGHWAY NO. 169,

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

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

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

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

Parcel No. 112106 9064:

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

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

Beginning at center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, and which point is an iron pin in the ground;

thence north 0°07'40" west along the subdivision line and the center of section, a distance of 627.70 feet, and TRUE POINT OF BEGINNING;

thence south 89°52'20" west a distance of 170.16 feet to right-of-way of State Highway #169, and 50 feet from center when measured at right angles;

thence north 17°32'50" west along right-of-way parallel to center and 50 feet therefrom a distance of 104.81 feet;

thence north 89°52'20" east a distance of 201.69 feet to intersect the north-south center line of said section;

thence south 0°07'40" east along the said center line of Section 11, a distance of 100.00 feet and TRUE POINT OF BEGINNING.

Parcel No. 112106 9065:

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

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

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

Parcel No. 112106 9066:

AN UNDIVIDED ONE HALF INTEREST IN THE FOLLOWING:

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

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

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel No. 112106 9062:

DESCRIPTION:

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

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

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

Parcel No. 112106 9067:

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

Beginning at the center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, which point is an iron pin in the ground;
thence north $0^{\circ}07'40''$ west along the subdivision line a distance of 1,027.70 feet and the TRUE POINT OF BEGINNING;
thence south $89^{\circ}52'20''$ west for a distance of 295.81 feet to the right-of-way of State Highway and 50 feet from the center as measured at right angles to said Highway;
thence north $17^{\circ}32'50''$ west along the right-of-way and parallel to said highway a distance of 99.38 feet;
thence north $89^{\circ}52'20''$ east a distance of 325.60 feet to a point on the subdivision line;
thence south $0^{\circ}07'40''$ east, a distance of 100.00 feet and to the TRUE POINT OF BEGINNING.

Parcel No. 112106 9054:

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

Parcel No. 112106 9070:

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

Parcel No. 112106 9052:

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

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

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

Parcel No. 112106 9030:

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

Parcel No. 112106 9060:

THE SOUTH 94.16 FEET OF THE NORTH 282.48 FEET, AS MEASURED ALONG THE EAST LINE OF THE SOUTH 5 ACRES OF THAT PORTION OF THE NORTHEAST $1/4$ OF THE NORTHWEST $1/4$ OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST W.M., LYING EASTERLY OF PRIMARY STATE HIGHWAY NO. 5;

SITUATE IN THE CITY OF BLACK DIAMOND, COUNTY OF KING, STATE OF WASHINGTON (Parcel No. 112106-9060)

Parcel No. 112106 9085:

PARCEL A:

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

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

Diamond Square Latecomer Agreement

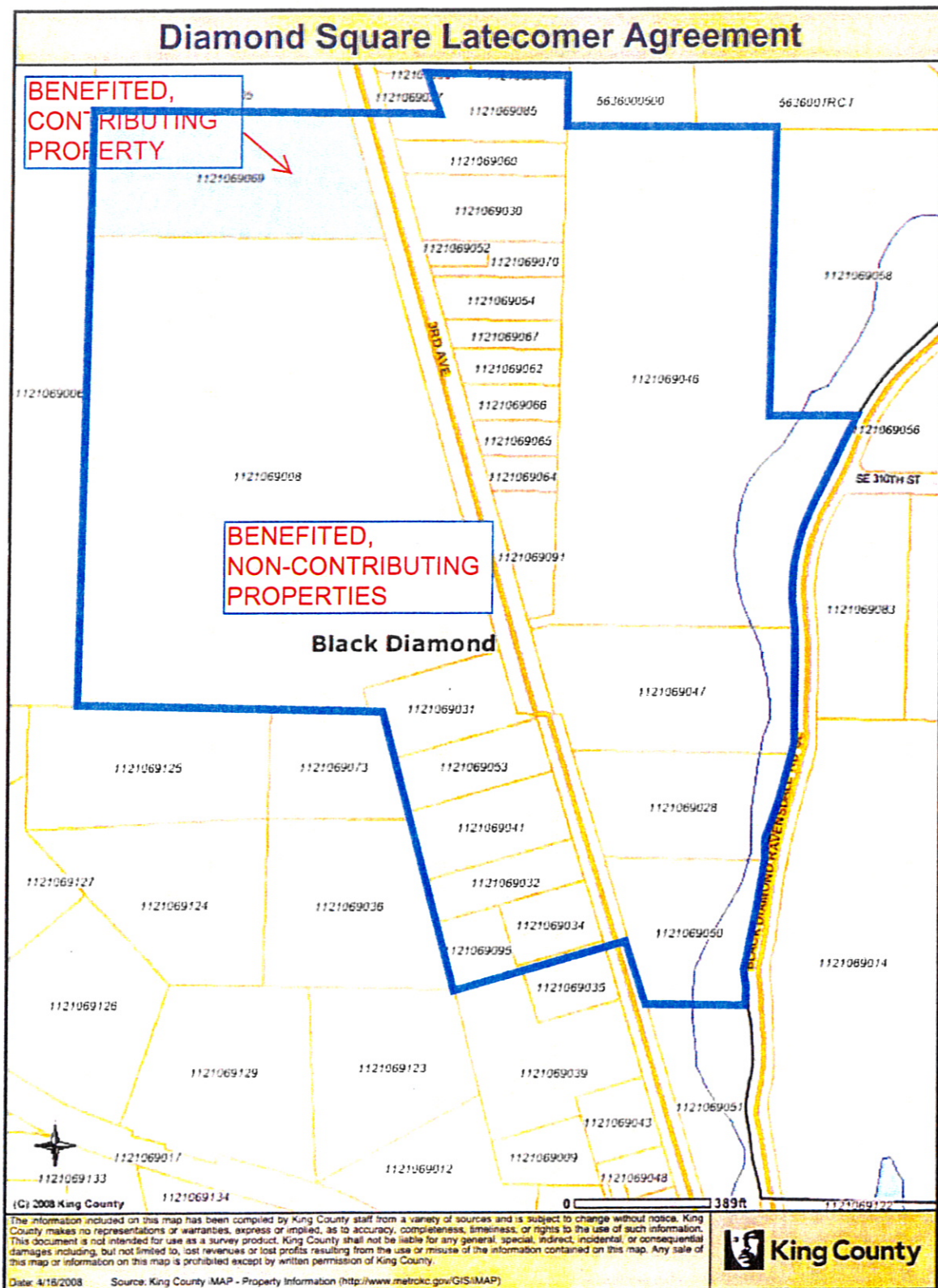


Exhibit E

DIAMOND SQUARE LATECOMER AGREEMENT

BASIC PARCEL INFORMATION			
PARCEL #	Area (SQ FT)	Existing Meter Size	Zoning (per 1981 Zoning Map)
112106 9069	277,041		Light Industrial / Commercial
112106 9008	1,363,863	n/a	Light Industrial / Commercial
112106 9031	80,150	3/4"	Community Commercial
112106 9053	60,548	n/a	Community Commercial
112106 9041	80,150	3/4"	Community Commercial
112106 9032	47,916	3/4"	Community Commercial
112106 9034	44,866	3/4"	Community Commercial
112106 9095	35,000	n/a	Community Commercial
112106 9050 *	157,251	n/a	Community Commercial
112106 9028	164,221	n/a	Community Commercial
112106 9047	242,193	3/4"	Community Commercial
112106 9046	919,987	4"	High Density Residential
112106 9091	43,995	n/a	Community Commercial
112106 9064	18,731	n/a	Community Commercial
112106 9065	21,780	n/a	Community Commercial
112106 9066	24,829	3/4"	Community Commercial
112106 9062	27,878	1	Community Commercial
112106 9067	24,829	3/4"	Community Commercial
112106 9054	40,946	3/4"	Community Commercial
112106 9070	23,900	3/4"	Community Commercial
112106 9052	13,503	3/4"	Community Commercial
112106 9030	71,438	3/4"	Community Commercial
112106 9060	46,174	n/a	Community Commercial
112106 9085	83,328	3/4"	Low Density Residential (EXEMPT)
TOTAL	3,914,517		

CALCULATED BENEFIT BASED ON 50% FRONT FOOTAGE + 50% DEVELOPABLE AREA (50' BUFFER FROM STREAM)						
Applicable Front Footage (LF)	% of Front Footage	50% Front Footage Benefit	Developable Area (SF)	% of Developable Area	50% Area Benefit	Total Calculated Benefit
341	7.26%	\$17,430.52	277,041	7.67%	\$ 18,412.47	\$35,842.99
1125	23.95%	\$57,505.38	1,363,863	37.75%	\$ 90,643.95	\$148,149.33
212.05	4.51%	\$10,839.13	80,150	2.22%	\$ 5,326.86	\$16,165.99
151	3.21%	\$7,718.50	60,548	1.68%	\$ 4,024.09	\$11,742.59
200	4.26%	\$10,223.18	80,150	2.22%	\$ 5,326.86	\$15,550.04
120	2.55%	\$6,133.91	47,916	1.33%	\$ 3,184.55	\$9,318.46
180	3.83%	\$9,200.86	44,866	1.24%	\$ 2,981.85	\$12,182.71
20	0.43%	\$1,022.32	35,000	0.97%	\$ 2,326.14	\$3,348.46
252	5.36%	\$12,881.21	82,329	2.28%	\$ 5,471.68	\$18,352.89
302	6.43%	\$15,437.00	124,711	3.45%	\$ 8,288.44	\$23,725.44
332	7.07%	\$16,970.48	195,747	5.42%	\$ 13,009.58	\$29,980.05
30.07	0.64%	\$1,537.05	779,130	21.57%	\$ 51,781.90	\$53,318.96
350	7.45%	\$17,890.56	43,995	1.22%	\$ 2,923.96	\$20,814.52
104.81	2.23%	\$5,357.46	18,731	0.52%	\$ 1,244.88	\$6,602.34
104.81	2.23%	\$5,357.46	21,780	0.60%	\$ 1,447.52	\$6,804.98
104.81	2.23%	\$5,357.46	24,829	0.69%	\$ 1,650.16	\$7,007.62
104.81	2.23%	\$5,357.46	27,878	0.77%	\$ 1,852.80	\$7,210.26
86	1.83%	\$4,395.97	24,829	0.69%	\$ 1,650.16	\$6,046.13
126	2.68%	\$6,440.60	40,946	1.13%	\$ 2,721.32	\$9,161.92
31.29	0.67%	\$1,599.42	23,900	0.66%	\$ 1,588.42	\$3,187.84
78.71	1.68%	\$4,023.33	13,503	0.37%	\$ 897.43	\$4,920.76
185	3.94%	\$9,456.44	71,438	1.98%	\$ 4,747.85	\$14,204.29
91	1.94%	\$4,651.55	46,174	1.28%	\$ 3,068.78	\$7,720.33
65	1.38%	\$3,322.53	83,328	2.31%	\$ 5,538.08	\$8,860.61
4697.36	100.00%	\$240,109.76	3,612,782	100.00%	\$ 240,109.76	\$480,219.52
Cost per Front Foot		Cost per SF				
				\$51.12		
				\$0.07		

Fairdig Construction
PACE Engineers
Barghausen Consulting Engineers (Staking)

Eligible Costs	
\$360,345.20	
\$118,078.00	
\$1,796.32	
\$480,219.52	

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

** Note that parcel areas are taken from King County Assessor's information. Adjusted lot areas to reflect 50' stream buffer and/or property depth are based off of measurements using GIS data and are for calculation purposes only.



CITY OF BLACK DIAMOND

24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Phone: (360) 886-2560
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

September 11, 2008

Dear Property Owner:

The City staff has completed the review of the applicable cost submittals and has given consideration to the comments made at the last public hearing. Enclosed is the cost distribution recommended for the late comer agreement.

The cost distribution of the preferred alternative compromises between the benefit of the amount of developable area and the benefit of a water line across the frontage of a property. A 50 foot setback from the stream on the east side of this area was taken into account in this alternative as well.

The public hearing has been continued to September 18, 2008 at 7:00 p.m. in the Council Chambers located at 25510 Lawson Street.

If you have any questions or concerns, please contact Seth Boettcher at 360-886-2560 ext. 211 or via email at sboettcher@ci.blackdiamond.wa.us. Thank you.

Sincerely,

CITY OF BLACK DIAMOND

Seth Boettcher, PE
Public Works Director

DIAMOND SQUARE LATECOMER AGREEMENT

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Fairdigm Construction
PACE Engineers
Barghausen Consulting Engineers (Staking)

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

** Note that parcel areas are taken from King County Assessor's information. Adjusted lot areas to reflect 50' stream buffer and/or property depth are based off of measurements using GIS data and are for calculation purposes only.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: PUBLIC HEARING Ordinance 08-869, continuing a moratorium on the landing of mobile homes or manufactured homes.	Agenda Date: September 18, 2008		AB08-093
	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: Ordinance 08-869			
SUMMARY STATEMENT: Adoption of Ordinance 08-869 would allow for the continuation of the current moratorium already in effect within the City to March 17, 2009, unless earlier terminated by Council action.			
COMMITTEE REVIEW AND RECOMMENDATION: Recommend Council approval.			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 08-869, continuing a moratorium on the landing of mobile homes or manufactured homes within the City.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
September 18, 2008			

CITY OF BLACK DIAMOND, WASHINGTON

ORDINANCE NO. 08-869

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, PLACING A TEMPORARY PROHIBITION ON THE LANDING OF MOBILE HOMES OR MANUFACTURED HOMES, EXCEPT WITHIN PREVIOUSLY APPROVED IN EXISTING MOBILE HOME PARK SITES AND UPON COMMERCIAL ZONED PROPERTY AND EXCEPT THE PLACMENT OF NEW MANUFACTURED HOMES WITHIN THE CITY AND DECLARING THIS ORDINANCE A PUBLIC EMERGENCY ORDINANCE AND THUS EFFECTIVE IMMEDIATELY

WHEREAS, the City Council makes the following findings:

1. Statistics previously compiled by the City indicate that Black Diamond contains an inordinate number of manufactured housing units in relation to the population of the City.
2. There are current facilities for manufactured housing and mobile homes in existing mobile home parks within the City.
3. For over twelve years the City has been working toward the goal of bringing into reality a vision for the development of Black Diamond that will make the City a model city demonstrating excellent small City comprehensive urban land planning and development.
4. The City has this opportunity because a vast percentage of the total land area within the City is undeveloped and is in the control of only two entities.
5. One of those entities has provided the funding, through various agreements, to hire the consultants and expert staff to complete the changes to the City's Comprehensive Plan and development regulations that are necessary to bring the City's vision into reality.
6. In order to expedite the completion of the necessary Comprehensive Plan and development regulations the City Council and Planning Commission have been holding additional meetings.
7. Since the City has many undeveloped or underdeveloped parcels allowing development to occur before the new development regulations are in place would result in the vision of the City that is contained in the Comprehensive Plan being severely compromised, if not thwarted.

EMERGENCY ORDINANCE

8. The development regulations that are being developed include increased standards for the protections for critical wildlife habitat, environmentally sensitive areas, and areas that are critical for the protection of water quality for endangered species.

9. It would be detrimental to the public health, safety and welfare to allow large portions of the City to vest to the old development standards until such time as the new development regulations are adopted by the City, as development applications might vest to the old standards unless the premature filing of applications is prevented.

10. It is anticipated, given the current work plan and increased number of public meetings, that the implementation regulations will be completed within six months.

11. Pursuant to RCW 35A.63.220 a public hearing was held on September 18, 2008 regarding the continuation of the existing moratorium that is in effect as a result of the adoption of ordinance 08-855.

Based upon the above findings,

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

Section 1. The moratorium imposed by Ordinance No. 08-855 shall be and hereby is automatically extended to October 3, 2008, unless earlier terminated by Council action. The moratorium prohibits the landing of manufactured homes or mobile homes, as defined in RCW 46.04.302, and the acceptance of applications for the landing of manufactured homes or mobile homes, except as otherwise authorized in Section 2.

Section 2. The moratorium as provided in Section 1 above shall not include modular homes as defined in RCW 46.04.303, and shall not include the placement of new manufactured homes pursuant to BDMC 18.56.070. Additionally, any mobile home legally landed within the City prior to June 15, 1994, may be replaced by the owner but only so long as the replacement mobile home is a minimum of 28 feet in width and 40 feet in length and is a 1986 model year or newer. In addition, the replacement mobile home must meet all other provisions governing mobile homes as contained in the Black Diamond Municipal Code. During the period of this moratorium, mobile and manufactured homes may still be placed on existing approved mobile home sites in existing mobile home parks within the City or upon properties zoned community retail, light industrial or industrial, where the mobile or manufactured home is used exclusively for commercial purposes and upon a grant of a conditional use permit.

Section 2. The moratorium as provided in Section 1 above shall not include modular homes as defined in RCW 46.04.303, and shall not include the placement of

EMERGENCY ORDINANCE

new manufactured homes pursuant to BDMC 18.56.070. Additionally, any mobile home legally landed within the City prior to June 15, 1994, may be replaced by the owner but only so long as the replacement mobile home is a minimum of 28 feet in width and 40 feet in length and is a 1986 model year or newer. In addition, the replacement mobile home must meet all other provisions governing mobile homes as contained in the Black Diamond Municipal Code. During the period of this moratorium, mobile and manufactured homes may still be placed on existing approved mobile home sites in existing mobile home parks within the City or upon properties zoned community retail, light industrial or industrial, where the mobile or manufactured home is used exclusively for commercial purposes and upon a grant of a conditional use permit.

Section 3. The prohibition set forth in Section 1 shall be effective until March 17, 2009, unless earlier terminated by action of the City Council.

Section 4. This Ordinance is hereby designated as a Public Emergency Ordinance necessary for the protection of public health, safety, public property or the public peace and shall be effective upon adoption.

Section 5. Each and every provision of this Ordinance shall be deemed severable. If any provision of this Ordinance should be deemed to be unconstitutional or otherwise contrary to the law by a Court of competent jurisdiction, it shall not affect the validity of the remaining sections so long as the intent of the Ordinance can be fulfilled without the illegal section.

Introduced the 18th day of September, 2008.

Passed by an affirmative vote of no less than 4 Council Members on the 18th day of September, 2008.

Approved by the Mayor on the 18th day of September, 2008.

Howard Botts, Mayor

ATTEST:

Brenda L. Streepy, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Posted: _____

Effective Date: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: PUBLIC HEARING Ordinance 08-870, continuing a moratorium on accepting applications for master planned developments, subdivisions and planned unit developments within the City.	Agenda Date: September 18, 2008		AB08-094
	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		
Court – Kaaren Woods			
Cost Impact:			
Fund Source:			
Timeline:			
Attachments: Ordinance 08-870			
SUMMARY STATEMENT: Adoption of Ordinance 08-870, would allow for an extension of the continuation of the current moratorium already in effect within the City to March 17, 2009, unless earlier terminated by Council action.			
COMMITTEE REVIEW AND RECOMMENDATION: Recommend Council approval.			
RECOMMENDED ACTION: MOTION to adopt Ordinance 08-870, continuing a moratorium on accepting applications for master planned developments, subdivisions and planned unit developments within the City.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
September 18, 2008			

EMERGENCY ORDINANCE

CITY OF BLACK DIAMOND, WASHINGTON

ORDINANCE NO. 08-870

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, CONTINUING A MORATORIUM ON ACCEPTING APPLICATIONS FOR MASTER PLANNED DEVELOPMENTS, SUBDIVISIONS AND PLANNED UNIT DEVELOPMENTS WITHIN THE CITY, ADDING A MORATORIUM ON PREAPPLICATION MEETINGS ON THOSE APPLICATIONS IF REQUIRED BY CITY CODE AND DECLARING THIS ORDINANCE A PUBLIC EMERGENCY ORDINANCE AND THUS EFFECTIVE IMMEDIATELY

WHEREAS, the City Council makes the following findings:

1. For over twelve years the City has been working toward the goal of bringing into reality a vision for the development of Black Diamond that will make the City a model city demonstrating excellent small City comprehensive urban land planning and development.
2. The City has this opportunity because a vast percentage of the total land area within the City is undeveloped and is in the control of only two entities.
3. One of those entities has provided the funding, through various agreements, to hire the consultants and expert staff to complete the changes to the City's Comprehensive Plan and development regulations that are necessary to bring the City's vision into reality.
4. In order to expedite the completion of the necessary Comprehensive Plan and development regulations the City Council and Planning Commission have been holding additional meetings.
5. Since the City has many undeveloped or underdeveloped parcels allowing development to occur before the new development regulations are in place would result in the vision of the City that is contained in the Comprehensive Plan being severely compromised, if not thwarted.
6. The development regulations that are being developed include increased standards for the protections for critical wildlife habitat, environmentally sensitive areas, and areas that are critical for the protection of water quality for endangered species.
7. It would be detrimental to the public health, safety and welfare to allow large portions of the City to vest to the old development standards until such time as the new

EMERGENCY ORDINANCE

development regulations are adopted by the City, as development applications might vest to the old standards unless the premature filing of applications is prevented.

8. It is in the interest of the City to allow for construction, reconstruction or remodeling of single-family residences within the City as this type of development is less likely to negatively impact the vision set forth in the Comprehensive Plan and can provide for desired in-fill development in appropriate areas of the City.

9. It is anticipated, given the current work plan and increased number of public meetings, that the implementation regulations will be completed within six months.

10. Pursuant to RCW 35A.63.220 a public hearing was held on September 18, 2008 regarding the continuation of the existing moratorium that is in effect as a result of the adoption of Ordinance 08-856.

Based upon the above findings,

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

Section 1. The existing moratorium on accepting applications for any land use activity resulting in the creation of greater than four contiguous lots in the same ownership, including but not limited to, subdivisions, master planned developments or planned unit developments is hereby continued in full force and effect up to and including March 17, 2009, and shall also include a moratorium on conducting any preapplication meeting that is required by the Black Diamond Municipal Code for the above referenced applications, unless earlier terminated by action of the City Council. Acceptance of short plat applications for the division of land into four (4) or fewer lots shall be allowed provided that new lots are to be served by public water and sewer facilities.

Section 3. This Ordinance is hereby designated as a Public Emergency Ordinance necessary for the protection of public health, safety, public property or the public peace and shall be effective upon adoption.

Section 4. Each and every provision of this Ordinance shall be deemed severable. If any provision of this Ordinance should be deemed to be unconstitutional or otherwise contrary to the law by a Court of competent jurisdiction, it shall not affect the validity of the remaining sections so long as the intent of the Ordinance can be fulfilled without the illegal section.

Introduced the 18th day of September, 2008.

Passed by an affirmative vote of no less than 4 Council Members on the 18th day of September, 2008.

Approved by the Mayor on the 18th day of September, 2008.

EMERGENCY ORDINANCE

Howard Botts, Mayor

ATTEST:

Brenda L. Streepy, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Posted: _____

Effective Date: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-541, authorizing the Mayor to execute an Agreement With Okanogan County Jail to house inmates on the behalf of the City of Black Diamond.	Agenda Date: September 18, 2008		AB08-095
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Dan Dal Santo		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger	X	
Cost Impact: N/A	Court – Kaaren Woods		
Fund Source: General Fund			
Timeline:			
Attachments: Resolution No. 08-541, Agreement			
SUMMARY STATEMENT: <p>The City is in need for additional facilities for housing offenders. Okanogan County Jail agrees to transport and house prisoners at the rate of \$47.00 per day. This jail would be utilized when we have long term commitments issued from our court.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution 08-541, authorizing the Mayor to execute an Agreement with Okanogan County Jail to house inmates on the behalf of the City of Black Diamond.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
September 18, 2008			

RESOLUTION NO. 08-541

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH OKANOGAN COUNTY JAIL**

WHEREAS, the City has identified a need for additional facilities for the housing of offenders; and

WHEREAS, the City has received a contract from the Okanogan County Jail who agrees to transport and house inmates at the rate of \$47.00 per day.

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

Section 1. The Mayor is authorized to execute an Agreement with Okanogan County Jail as contained in form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF SEPTEMBER, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

AFTER RECORDING RETURN TO

**AGREEMENT BETWEEN OKANOGAN COUNTY,
WASHINGTON AND THE CITY OF BLACK DIAMOND,
WASHINGTON, FOR THE HOUSING OF INMATES IN
THE OKANOGAN COUNTY JAIL**

THIS AGREEMENT is made and entered into on this ____ day of _____ 2008 by and between the City of Black Diamond, hereinafter referred to as "The City", and the Board of County Commissioners of Okanogan County, Washington, hereinafter referred to as "Okanogan County", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Okanogan County is authorized by law to operate a jail and the City of Black Diamond is authorized by law to operate a jail; and

WHEREAS, the City wishes to designate the Okanogan County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City's custody; and

WHEREAS, the Director of the Corrections Facility of Okanogan County is desirous of accepting and keeping in his/her custody such inmate(s) in the Okanogan County jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any city to perform any governmental service, activity or undertaking which each contracting jurisdiction is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

Section 2. DURATION

This Agreement shall remain full force and effect from the effective date hereto until December 31, 2009, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written addendum under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to make it necessary for the City to have inmates housed in Okanogan County continuously.

Section 3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, the City agrees to remove its inmate(s) from the Okanogan County jail.

(b) By the City due to lack of funding. The obligation of the City to pay Okanogan County under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting, and availability of sufficient funds by and from the City of Black Diamond. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then the City shall have the option of terminating the Agreement upon written notice to Okanogan County, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to the City.

(c) Compensation Due for Services Rendered. In the event of termination of this Agreement for any reason, the City shall compensate Okanogan County in the same manner and at the same rates as if this Agreement had not been terminated, should any City inmates remain housed by Okanogan County after notice of such termination.

Section 4. MAILING ADDRESSES

(a) All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the attention of the following people, except as set forth in (b) below:

Okanogan County:
Okanogan County Corrections
149 4th Ave N
Okanogan, WA 98840
Contact Person: Noah Stewart

City of Black Diamond:
Black Diamond Police Department
25510 Lawson ST. - PO BOX 309
Black Diamond, WA. 98010
Contact Person: Chief of Police Jamey Kiblinger

(b) Contact Person: Notification related to the Medical, Removal, Escape, or Death clauses herein shall be given by facsimile with a follow up telephone call to:

Jamey Kiblinger, Chief of Police at (253) 261-0602 or Debbie McGraw, Records Manager at (253) 631-1012.

The Chief of Police shall serve as administrator or responsible official for this Agreement. Phone numbers include office (253) 631-1012, cell phone (253) 261-0602.

Section 5. COMPENSATION

(a) Rates. Except as provided in subsection (b), Okanogan County agrees to perform at no transport cost to the City, between the Okanogan County Corrections Facility and the City Jail or such other location as designated by the City in order to transport inmates to and from the City, and to house the City inmates for compensation per day per inmate, at the rate of forty-seven dollars (\$47.00) per day.

(b) Billing and payment. Okanogan County agrees to provide the City with an itemized bill listing all names of inmates who are housed, the case or citation number, the number of days housed including the date and time booked into Okanogan County's jail and the date and time released from Okanogan County's jail, and the dollar amount due for each. Okanogan County agrees to provide said bill on or about the 10th of each month. The City agrees to make payment to Okanogan County on or about thirty (30) days from the date the bill is received.

Section 6. RIGHT OF INSPECTION

The City shall have the right to inspect but not the duty of, at all reasonable times, all Okanogan County jails in which inmates of the City are confined in order to determine if such jail maintains standards of confinement acceptable to the City and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin. Okanogan County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

Section 7. INMATE ACCOUNTS

Okanogan County shall establish and maintain an account for each inmate received from the City and shall credit to such account all money which is received and shall make disbursements,

debiting such account in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Okanogan County shall be accountable to the City for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration or return to either the City or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of the City. If requested by the City, Okanogan County Corrections will return said inmate reimbursement to the City in the form of a check in the name of each inmate eligible for said reimbursement.

Section 8. RESPONSIBILITY FOR INMATE'S CUSTODY

(a) It shall be the responsibility of Okanogan County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with their individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Okanogan County, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement.

(b) Except as provided in Section 12, it is expressly understood that Okanogan County shall not be authorized to transfer custody of any inmate confined pursuant to this Agreement to any party other than the City, or to release any inmate from custody without written authorization from the committing court.

Section 9. MEDICAL SERVICES

(a) Inmates from the City shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Okanogan County jail. Okanogan County shall provide or arrange for the providing of such medical, psychiatric, and dental services, the City shall pay directly or reimburse Okanogan County for all costs associated with the delivery of medical services, or any emergency and/or major medical service, provided to the City inmates.

(b) Okanogan County shall keep an adequate record of all such services. The City will be able to review at its request any medical or dental services of major consequence, in accordance with applicable law, including but not limited to HIPPA. Okanogan County will report to the City any medical or dental services of a major consequence as soon as is practical.

(c) Should medical or dental services require hospitalization, the City agrees to compensate Okanogan County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified either by phone or fax prior to the inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the ill or injured inmates.

Section 10. DISCIPLINE

Okanogan County shall have physical control over and power to execute disciplinary authority over all inmates of the City. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by state or federal law or the imposition of a type of discipline that would not be imposed on an inmate who is not confined pursuant to this contract.

Section 11. RECORDS AND REPORTS

(a) Before or at the time of delivery of each inmate, the City shall forward to Okanogan County a copy of all inmate records pertaining to the inmate's present incarceration at the Marysville or Snohomish County Jail. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Okanogan County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Okanogan County, the City shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate's incarceration.

Section 12. REMOVAL FROM THE JAIL

Except for eligible inmates for correctional work details and under the direct supervision of a corrections officer, an inmate of the City legally confined in Okanogan County shall not be removed therefrom by any person without written authorization from the City or by order of any court having jurisdiction. Okanogan County agrees that no early releases or alternatives to incarceration, including furloughs, passes, home detention, or Work Release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Okanogan County. In the event of any such emergency removal, Okanogan County shall inform the City of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

Section 13. ESCAPES

In the event any City inmate shall escape from Okanogan County's custody, Okanogan County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the City. Okanogan County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Okanogan County; however, Okanogan County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other counties.

Section 14. DEATH OF AN INMATE

(a) In the event of the death of a City inmate, the Okanogan County coroner shall be notified. The City shall receive copies of any records made at or in connection with such notification. Okanogan County will investigate any death within its facility and will allow the City to join in on the investigation.

(b) Okanogan County shall immediately notify the City of the death of a City inmate, furnish information as requested and, subject to the authority of the Okanogan County coroner, follow the instructions of the City with regard to the disposition of the body. Written notice shall be provided within three calendar days of receipt by the City of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's consent, Okanogan County may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who have died while in Okanogan County custody.

Section 15. RETAKING OF INMATES

In the event the confinement of any City inmate is terminated for any reason by either party, retaking of inmates shall be coordinated in the same manner and at the same rates as if this Agreement had not been terminated, or in a manner as agreed in writing by the parties.

Section 16. HOLD HARMLESS AND INDEMNIFICATION

(a) The City shall defend, indemnify and hold harmless Okanogan County, its officers, agents and employees from any claim, cost, judgment or damages, including attorneys' fees, arising from any City action or proceeding involving the confinement of any inmates from the City in Okanogan County: provided that this subsection shall not apply to any such claim, cost, judgment or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the part of Okanogan County or any officer, agent or employee thereof.

(b) Okanogan County shall defend, indemnify and hold harmless the City, its officers, agents and employees from any claim, cost, judgments or damages, including attorneys' fees, including third party claims, arising out of any action or omission of Okanogan County, its officers, agents, independent contractors, or employees while City inmates are in the custody of Okanogan County, or for any wrongful release of inmates placed in their custody, or for any claim by its employees, agents or independent contractors that may be asserted against the City in performing this Agreement.

(c) An inmate shall become the responsibility of Okanogan County at the point that the inmate(s) is booked into Okanogan County jail or when the inmate(s) has been released to the care, custody and control of Okanogan County, including without limitation the point at which Okanogan County, or its agents, picks up inmates or transports inmates as in

Section 5, whichever occurs first. Okanogan County shall hold the City harmless under the terms of this section for all claims arising out of the detention of the inmate(s). Accordingly, Okanogan County shall be held harmless by the City under the terms of this Agreement, for claims arising out of the arrest of the inmate(s), or arising out of any situation occurring prior to the time that Okanogan County assumes responsibility for the inmate(s).

Section 17. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent self insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement.

(b) Each party shall obtain and maintain coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made. For the purpose of this paragraph, membership in a self insurance risk pool that provides coverage with limits that are no less than the policy, and limits identified above shall satisfy the requirements of this.

Section 18. RIGHT TO REFUSE INMATE(S)

(a) Okanogan County shall have the right to refuse to accept any inmate from the City when, in the opinion of Okanogan County, its inmate census is at capacity or so near capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Okanogan County shall further have the right to refuse to accept any inmate from the City who, in the judgment of Okanogan County, has a current illness or injury which may adversely affect the operations of the Okanogan County jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property.

(c) Except as provided in Section 5 (a) and (b), Okanogan County shall further have the right to refuse to keep any inmate from the City as provided in Section 18 of subsection (b).

Section 19. MISCELLANEOUS

In providing services under this contract, Okanogan County is an independent contractor and neither it nor its officers, agents or employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this contract give rise to any claim of

career service or civil service rights, which may accrue, to an employee of the City under any applicable law, rule or regulation.

Section 20. FINANCING

There shall be no financing of any joint or cooperative undertaking pursuant to this Interlocal Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

Section 21. PROPERTY

This Interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property.

Section 22. JOINT ADMINISTRATIVE BOARD

No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Interlocal Agreement shall be administered by the City Administrator for the City of Black Diamond, or his/her designee, and the Chairman of the Okanogan County Board of Commissioners, or his/her designee.

Section 23. NO THIRD-PARTY RIGHTS.

Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

Section 24. SEVERABILITY.

If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

Section 25. INTEGRATION – ENTIRE AGREEMENT.

This written Agreement constitutes the complete and final agreement between the parties.

Section 26. APPROVAL AND FILING.

Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County and Okanogan County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the above and foregoing Agreement as been executed in duplicate by the parties hereto and made effective on the day and year first above written:

DATED at Okanogan, Washington this ____ day of _____ 2008.

CITY OF BLACK DIAMOND

BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON

By: _____
Howard Botts, Mayor

Mary Lou Peterson, Chairman

ATTEST/AUTHENTICATED:

Andrew Lampe, Member

By: _____
Brenda L. Streepy, City Clerk

Don Hover, Member

APPROVED AS TO FORM:

ATTEST:

Loren D. Combs, City Attorney

Brenda J. Crowell, Clerk of the Board

APPROVED AS TO FORM:

OKANOGAN COUNTY SHERIFF

Steve Bozarth, Civil Deputy

By: _____
Frank Rogers, Sheriff