



**CITY OF BLACK DIAMOND**  
**May 21, 2009 Meeting Agenda**  
25510 Lawson St., Black Diamond, Washington

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

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

**PUBLIC HEARINGS: None**

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:**

**Presentation** – Allied Waste - Awarding Contest Winner Free Garbage Service for a Year

**UNFINISHED BUSINESS: None**

**NEW BUSINESS:**

- |  |               |
|--|---------------|
| 1.) <b>AB09-056</b> – Resolution Authorizing Contract with BC Pavers for Work at Boat Launch                                       | Mr. Nix       |
| 2.) <b>AB09-057</b> – Resolution Authorizing Contract with Parametrix for Transportation Plan Adjustments                          | Mr. Pilcher   |
| 3.) <b>AB09-058</b> – Resolution Updating General Fee Schedule   | Ms. Miller    |
| 4.) <b>AB09-059</b> – Ordinance Amending 2009 Budget and Salary Schedule   | Ms. Miller    |
| 5.) <b>AB09-060</b> – Resolution Authorizing Contract with Parametrix for Watermain Replacement                                    | Mr. Boettcher |
| 6.) <b>AB09-061</b> – Resolution Authorizing Second Supplement to Hammond Wade Collier Livingstone Professional Services Agreement | Mr. Boettcher |
| 7.) <b>AB09-062</b> – Ordinance Creating the Position of City Attorney   | Mayor Botts   |
| 8.) <b>AB09-063</b> – Resolution Revising VSI Law Group Legal Service Agreement  | Mayor Botts   |
| 9.) <b>AB09-064</b> – Resolution Authorizing Contract with SRI Technologies  | Mr. Pilcher   |

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

**10.) Claim Checks** – May 21, 2009, No. 33507 through No. 33574, Handwrites No. 33493-No. 33505 (voided check No. 33506) in the amount of \$147,778.74

**11.) Payroll Checks** – April 30, 2009, No. 15796 through No. 15911 in the amount of \$295,843.09

**12.) Minutes** – Council Meeting of May 7, 2009 and Workstudy Notes of April 30, 2009

**EXECUTIVE SESSION:** Potential Litigation

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Resolution No. 09-601, accepting B.C. Pavers as the lowest bidder and to authorize the Mayor to execute a contract for Boat Launch work</b>	<b>Agenda Date: May 21, 2009</b>		<b>AB09-056</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	Asst. City Attorney – Tom Guilfoil		<b>X</b>
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Kevin Esping		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		
Timeline: Per timeline in scope of work	Court – Kaaren Woods		
	Natural Resources – Aaron Nix	<b>X</b>	
<b>Attachments: Resolution No. 09-601, Contract including Scope of Work, Bids</b>			
<b>SUMMARY STATEMENT:</b>  <p>The main purpose of this project is to establish 20 parking stalls for single car parking at the Lake Sawyer Boat Launch.</p> <p>City staff solicited contractors able to construct pervious concrete parking lot systems. We received three (3) bids. The low bidder was B.C. Pavers, Inc. for \$39,706.92 (bids attached). After the installation of the new fence at the facility, it was determined that the actual square footage of the work was smaller and B.C. Pavers, Inc. revised their bid to the current amount of \$34,860.00. Staff recommends awarding the bid to B.C. Pavers, Inc. and authorize the installation of the pervious concrete paving system in order to enhance parking at the Lake Sawyer Boat Launch Facility.</p> <p>See attached contract and scope of work describing the project.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-601, accepting B.C. Pavers, Inc. as lowest bidder and authorizing the Mayor to execute a contract, therefore allowing the work to begin on the pervious parking system at the Lake Sawyer Boat Launch Facility, not to exceed \$34,860.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
May 21, 2009			

**RESOLUTION NO. 09-601**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
ALLOWING THE MAYOR TO ENTER INTO A CONTRACT  
WITH B.C. PAVERS, INC. FOR AN AMOUNT NOT TO  
EXCEED \$34,860 FOR THE CONSTRUCTION OF A  
PERVIOUS PARKING LOT SYSTEM AT THE LAKE  
SAWYER BOAT LAUNCH FACILITY**

**WHEREAS**, the City of Black Diamond has been awarded a \$50,000 grant from the King County Department of Executive Services to utilize towards the parking lot construction and design of the boat launch facility; and

**WHEREAS**, the City of Black Diamond has been awarded a \$30,000 grant from the King Conservation District for the same project; and

**WHEREAS**, the City desires to accept the grant funds and move forward with design of the boat launch facility and construction of the parking lot improvements in 2009;

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

**Section 1.** Authorize the Mayor to enter into a contract with B.C. Pavers, Inc. for the construction of a pervious concrete parking system as attached hereto as Exhibit A and not to exceed \$34,860.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21<sup>st</sup> DAY OF MAY, 2009.**

CITY OF BLACK DIAMOND:

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Howard Botts, Mayor

Attest:

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Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND  
PARKS CONSTRUCTION CONTRACT  
FOR LAKE SAWYER BOAT LAUNCH PARKING AREA**

This Agreement is dated the 22nd day of May, 2009, and is made and entered into by the CITY OF BLACK DIAMOND, WASHINGTON (“CITY”) and B. C. Pavers, Inc. (“CONTRACTOR”), collectively, “**the Parties,**” for the following project: Lake Sawyer Boat Launch Parking Area Project (“**PROJECT**”). See attached Scope of Work, which is hereby incorporated by reference to this Agreement. The City and Contractor agree as follows:

- 1. Contract Documents.** The Contractor shall do all work, furnish all tools, material, and equipment, and complete the construction of the Project described in the attached scope of work in accordance with the Contract Documents. The Contract Documents consist of the following:
  - a. Scope of work
  - b. This Agreement (signed by the City and Contractor)

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically. If any part of the Contract requires work that does not include a description of how the work will be performed, the work shall be performed in accordance with standard trade practices.

- 2. Date of Commencement and Substantial Completion Date.** The date of commencement shall be immediately after receipt of the Notice to Proceed. The Contractor shall complete the Project not later than sixty (60) calendar days after the date the Notice to Proceed is issued but also as soon as practicable. The Contractor shall submit any requests for time extensions to the City in writing no later than seven days after the delay occurs. To be considered by the City, the request shall be in sufficient detail (as determined by the City) to enable the City to ascertain the basis for the delay and amount of time requested. The request shall include an updated schedule that supports the request and demonstrates that the change or event: (1) had a specific impact on the critical path, and except in cases of concurrent delay, was the sole cause of such impact, and (2) could not have been avoided by resequencing of the work or by using other reasonable alternatives. The City will evaluate and respond within seven days of receiving the request. The authorized time for physical completion will be extended for a period equal to the time the City determines the work was delayed because of: (1) adverse weather causing the time requested to be unworkable; (2) any action, neglect, or default of the City, its officers, or employees, or of any other contractors employed by the City; (3) fire or other casualty for which the Contractor is not responsible; (4) strikes; (5) exceptional causes not specifically identified in items 1 through 4, provided the request letter demonstrates that the Contractor had no control over the cause of the delay and could have done nothing to avoid or shorten it.

- 3. Contract Sum.** The total contract sum is the bid amount of thirty-four thousand eight hundred sixty dollars (\$34,860), plus sales tax. The contract sum shall include all items and services necessary for the proper execution and completion of the Project.

- 5. Payment.** Payment will be made in full to Contractor within thirty (30) days upon receipt of a bill as work is completed.



**6. Retainage.** Pursuant to RCW 60.28, a sum of five (5) percent of the monies earned by the Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract.

**7. Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which case Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

**8. Warranty.** Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract.

**9. Correction of Work.** Contractor shall promptly correct Work rejected by the City as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after acceptance of the work by the City, correct work not conforming to the requirements of the Contract Documents. If the Contractor fails to correct nonconforming Work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.

**10. Indemnification/Hold Harmless.** The Contractor 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. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**11. Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives,

employees or subcontractors. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit The City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for The City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

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

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

1. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to the City. Only ten (10) days notice of cancellation will be given for non-payment of premium.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools,

machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

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

F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

**12. Prevailing Wage Requirements.** The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in King County. No payment will be made on this contract until the contractor and each and every subcontractor has submitted a "Statement of Intent to Pay Prevailing Wages" (LI 700-29) that has been approved by the industrial statistician of the Department of Labor and Industries. No final payment or release of any retainage will be made until the contractor and each and every subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7) that has been certified by the industrial statistician of the Department of Labor and Industries.

The contractor shall post the prevailing rate of wage statement in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020. The "Statement of Intent to Pay Prevailing Wages" shall include:

1. The contractor's registration certificate number; and
2. The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Statements of intent to pay prevailing wages and affidavits of wages paid shall be on forms approved by the Department of Labor and Industries.

**13. Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City.

**14. Independent Contractor.** Contractor is and shall be at all times during the term of this Agreement an independent contractor.

**15. Notice.** Any notices required to be given by the City to Contractor or by Contractor to the City shall be in writing and delivered to the parties at the following addresses:

The City:

Aaron C. Nix  
Parks/Natural Resources Director  
24301 Roberts Drive  
P.O. Box 599  
Black Diamond, WA 98010

Phone: 360.886.2560 x220  
Fax: 360.886.2592

Contractor:

B.C. Pavers, Inc.  
Brian Crooks  
P.O. Box 3401  
Renton, WA 98056  
Renton, WA 98056

Phone: 425.413.2110  
Fax: 425.413.5075

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

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

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

CITY OF BLACK DIAMOND

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ (*Corporate Officer (Not Contract Signer)*) certify that I am the \_\_\_\_\_ (*Corporate Title*) of the corporation named as Contractor in the Agreement attached hereto; that \_\_\_\_\_, (*Contract Signer*) who signed said Agreement on behalf of the Contractor, was then \_\_\_\_\_ (*Corporate Title*) of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Corp. officer signature (not contract signer)

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, (*corporate officer (not contract signer)*) being duly sworn, deposes and says that he/she is \_\_\_\_\_ (*Corporate Title*) of \_\_\_\_\_ (*Name of Corporation*)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Print)  
My commission expires \_\_\_\_\_

**DECLARATION OF OPTION FOR MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE**

*Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.*

Monies reserved under provisions of RCW 60.28, at the option of the Contractor, shall be:

\_\_\_\_\_ (1) Retained in a fund by the City.

\_\_\_\_\_ (2) Deposited by the City in an interest-bearing account in a bank, mutual savings bank or savings and loan association.

\_\_\_\_\_ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

\_\_\_\_\_  
*Contractor Signature*

\_\_\_\_\_  
*Date*

## Scope of Work/Job Estimate



P.O. Box 3401 ▪ Renton, WA ▪ 98056

Phone: (425) 413-2110 ▪ Fax: (425) 413-5075 ▪ [www.bcpavers.com](http://www.bcpavers.com)

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## **Job Estimate**

### **Job Information**

Customer's Name: City of Black Diamond

Phone: (360) 886-2560

Job Address: Boat Launch Parking Maintenance Project

City: Black Diamond, WA

Job Type: Permeable Paver Installation

Size: Approx. 3,460 sq. ft.

### **Description of work to be done:**

#### **Permeable Paver Installation (approx. 3,460 sq. ft.):**

- Excavate the area to be paved to approx. 13" below finished grade. This includes loading the excavated material into the truck provided by the City of Black Diamond.
- Install approx. 4" of 2-4 crushed ballast rock over the area to be paved; this includes proper compaction and grading.
- Install approx. 4" of 1 1/4" clear crushed rock over the area to be paved; this includes proper compaction and grading.
- Cut existing asphalt to give a clean straight edge to install the pavers against.
- Install approx. 2" of course graded bedding material 3/8" x #10 on top of crushed rock base.
- Install 8 x 8 *Eco Piora* pavers in a stack bond pattern on top of the bedding material. Installation of pavers includes proper compaction, installation of jointing material, and all necessary cuts required to fit pavers to desired area.

#### **Concrete Curb Edging Installation (approx. 230'):**

- Install a 12" wide x 6" thick concrete curb around the unrestrained perimeter of the paver area. The curb will have 2 sticks of #4 rebar inside for reinforcement and a standard broom finish.
- Fill and blend the gaps between the concrete curb and the existing grass with topsoil and grass seed.

#### **Parking stall striping:**

- Use different color pavers to delineate the parking stalls.

<b><u>Price:</u></b>	Permeable Paver Installation:	\$30,850.00 (+ tax)
	Concrete Curb Edging Installation:	\$3,560.00 (+ tax)
	Parking stall striping:	\$450.00 (+ tax)



Time: Approximately 8 working days from start to finish. (Weather permitting)

Other notes:

\*This estimate includes the cost of all labor, materials, and equipment necessary to perform the work as described above.

\*This estimate is based on the plans that were discussed at our previous meeting. Changes to this plan could result in a change of price.

\*This estimate is based on the use of the paver listed above, manufactured by Mutual Materials Co. The use of a different paver could alter the above cost.

\*This estimate does not include the cost of, or any cost associated with, obtaining a permit. All permits will be the responsibility of the owner.

\*This proposal may be withdrawn if not accepted within 60 days.

\*If you have any additional questions, please give me a call at (206) 679-5804

Brian Crooks

Date

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Acceptance of Proposal:

-All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposed price. All agreements are contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. In the event that B. C. Pavers, Inc. is forced into litigation prompted by non-payment of contract, B. C. Pavers, Inc. shall be entitled to full reimbursement of contract plus interest and all reasonable legal expenses.

-The above prices, work description, and conditions are satisfactory and hereby accepted. B. C. Pavers, Inc. is authorized to perform the work as specified above. Payments will be made as follows:

\*Balance due upon completion.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)



**NEW!**

# Eco-Priora™

**Patented Interlocking Spacers •**

**LEED® Credits •**

**Pedestrian and ADA Friendly •**

**Save Time and Money •**

**Compatible with other products •**



**MUTUAL  
MATERIALS®**

*Trusted Since 1900*

## Benefits

### Patented Interlocking Joints

The unique, patented interlocking spacer lugs offer secure structural performance, even under vehicular traffic loads, especially when compared to other "non-interlocking" permeable pavers.

### Pedestrian and ADA Friendly

The flat surface means Eco-Priora™ is well-suited for pedestrian and ADA (Americans with Disabilities Act) accessible pavements.

### Save Time and Money

Eco-Priora can be mechanically installed to save time and money on large-scale projects such as parking lots and plazas.

### Compatible

Combine the two available Eco-Priora shapes (4x8 and 8x8) to allow for complete design flexibility.

### LEED® Credits

LEED "heat island" credit and "runoff" credits are available\* when designing permeable pavement systems.

\*LEED® Credit availability should be determined through the LEED Rating System and/or the Project Certification process established by the U.S. Green Building Council (USGBC). For more information visit [www.usgbc.org](http://www.usgbc.org)



## Product Specifications

- **Dimensions:** 4" x 8" x 3 1/8" (100 mm x 200 mm x 80 mm)  
8" x 8" x 3 1/8" (200 mm x 200 mm x 80 mm)

*Dimensions are hard metric and imperial conversions*

- **Joint size:** 3/8" (10mm)
- **4 x 8 Unit:** Item No: PV080PRIOGRM (Gray)  
**Coverage per pallet:** 93.2 sf  
**Units per pallet:** 432  
**Units per sf:** 4.6  
**Pallet wt:** 3456 lbs  
**Unit wt:** 8 lbs (approx)
- **8 x 8 Unit:** Item No: PV080PRLGGRM (Gray)  
**Coverage per pallet:** 83.04 sf  
**Units per pallet:** 192  
**Units per sf:** 2.3  
**Pallet wt:** 3120 lbs  
**Unit wt:** 16 lbs (approx)

Eco-Priora™ pavers are manufactured to meet or exceed ASTM C936 Standard Specification for Solid Concrete Interlocking Paving units.

## Features

The Eco-Priora™ permeable interlocking concrete pavement system is designed to reduce or eliminate storm water run off.

- Two sizes
- Standard Texture
- Patented interlocking spacers
- 80 mm thickness (3 1/8")
- 10 mm joint width (3/8")

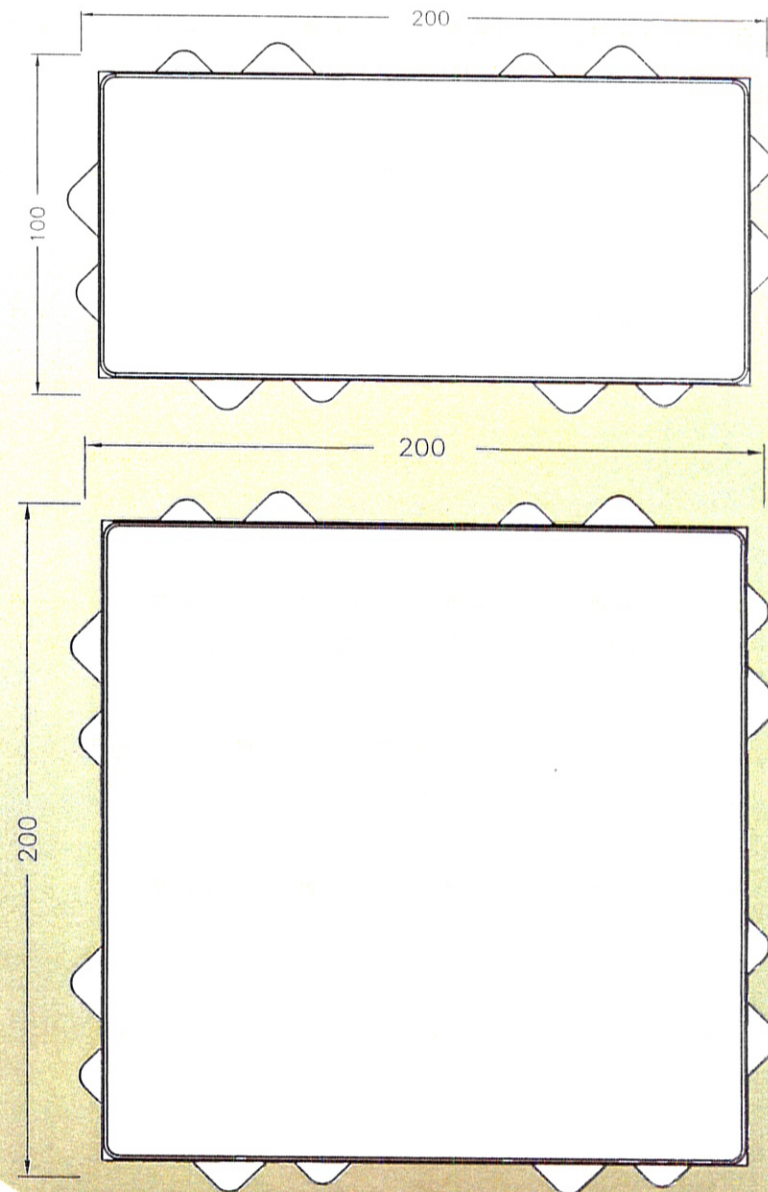
 **MUTUAL MATERIALS®**  
Trusted Since 1900  
[www.mutualmaterials.com](http://www.mutualmaterials.com)



**1 (888) MUTUALØ (688-8250)**

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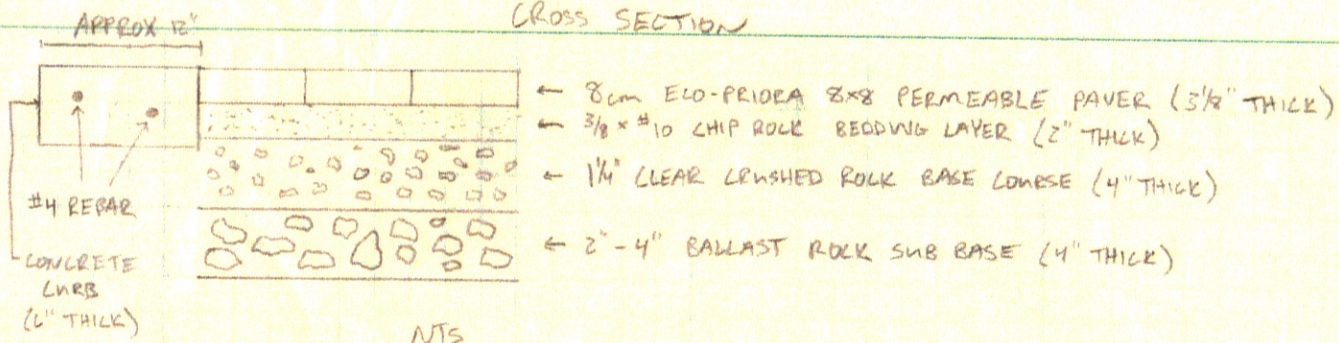
# Eco-Priora™



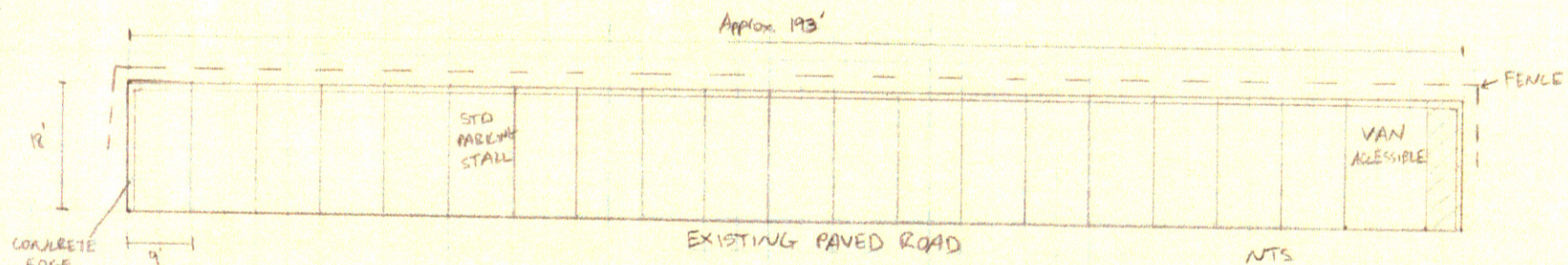
*Dimensions are hard metric*



# CROSS SECTION

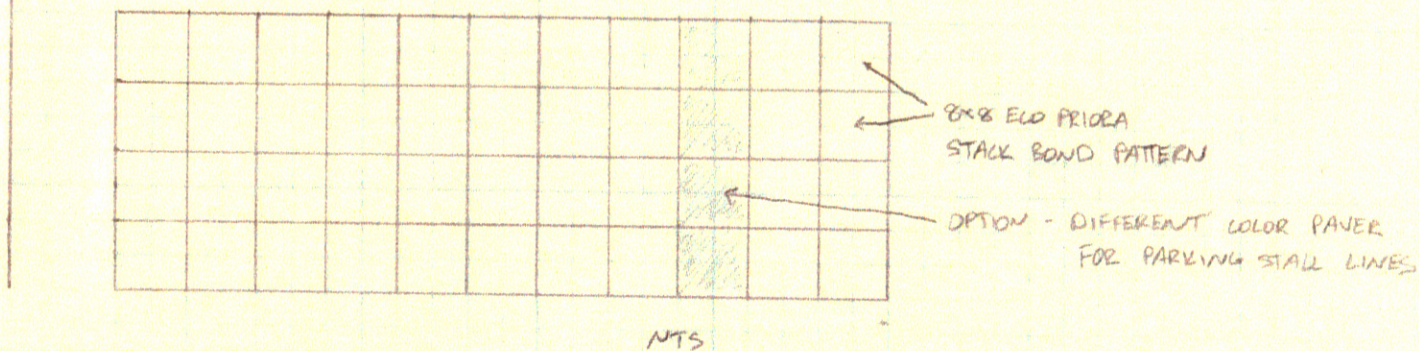


# SITE PLAN



# CONCRETE CURB

# PAVER PATTERN



**Aaron Nix**

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**From:** Taylor Reid [taylorreidsolutions@comcast.net]  
**Sent:** Tuesday, March 10, 2009 5:12 PM  
**To:** Aaron Nix  
**Subject:** Re: Black Diamond Boat Launch Parking Maintenance Project

Aggregate usually runs .50 sqft, so at 4300sqft probably 2150.00 which from Palmer in Black Diamond is probably high, I bet Bill would make us a sceaming deal, he might even donate some. 88 yards is what we need approx.

Best Regards,

Brad Keasal  
Taylor-Reid  
206-890-3655

On Mar 10, 2009, at 5:34 PM, "Aaron Nix" <[ANix@ci.blackdiamond.wa.us](mailto:ANix@ci.blackdiamond.wa.us)> wrote:

Any idea what we're looking at as far as aggregate quantities?

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**From:** [taylorreidsolutions@comcast.net](mailto:taylorreidsolutions@comcast.net) [<mailto:taylorreidsolutions@comcast.net>]  
**Sent:** Monday, March 09, 2009 6:47 PM  
**To:** Aaron Nix  
**Subject:** Re: Black Diamond Boat Launch Parking Maintenance Project

Hi Aaron, thanks for the update. I talked with Mutual and got a .50 break in the price. Look forward to working with you on this project. If you have any questions, please feel free to call.

Best Regards,

Brad Keasal  
Taylor-Reid  
206-890-3655

City Of Black Diamond  
Attn: Aaron Nix  
360-886-2560  
Lake Sawyer Project

**Parking Area**

Using Mutual Materials SF Rima **Pervious** Paving System!!

18x240 ft parking strip=4320 sqft + 9.5sqft	\$ 41,040.00
Excavation of 100yards +or- Dirt Disposal on City properties Extra dump Truck provided by City All aggregate provided by city Paver deliveries	included
Sub Total	\$ 41,040.00
Tax	\$ 3,693.60
Total	<u>\$ 44,733.60</u>

**Prep Process:**

Excavate 12 inches below finish grade.  
Pack soil and cover with geo-fabric.  
Place 4" of 2" spawls and pack.  
Place 4" of 5/8s minus and pack  
Skreet 1" of 5/8's minus and place pavers.  
Snap edge in borders and fill in joints with pea-gravel.  
Pack over final product one last time.

All work 100% guaranteed!!  
All pavers, material, labor, and deliveries included.

Best Regards,

Brad Keasal  
Taylor-Reid  
206-890-3655  
taylorreidsolutions.com



MAR 12 2009

RECEIVED

**VASQUEZ LANDSCAPES****www.vasquezlandscapes.net**

16216 47TH AVE.

Tukwila, WA 98188

Cell Phone# (206) 371-0933

E-Mail: vasquezlandscaping@gmail.com

**Project name: Lake Sawyer Boat Launch**

Aaron Nix

Natural resources/Parks Director

PO Box 599- 24301 Roberts Dr.

Black Diamond, WA 98010

Tel:(360)886-2560 x 220

Contract license number # VASQUL\*933MQ

Phone # 206-371-0933

Date: 3/10/2009

**PROPOSAL**

We are pleased to provide the following proposal to Aaron Nix. From the meetings and discussions between Vasquez Landscapes and Aaron Nix on 3/10/2009.

**SCOPE OF WORK:****\*DEMO:** 4320 SF

Prepare the base for the paver installation witch consist of excavaiting the area 8". Truck and driver will be provided by the City of Black Diamond for the hauling and disposal of the debris.The debris will consist of soil and grass.

**\*INSTALLATION:** Install 4320 SF of pavers**\*PAVER TYPE:** SF RIMA

-Install 4" of 5/8 crush rock, compact and level as necessary .

-Install ½" of sand , place and level as necessary. For driveways and areas with heavy traffic Vasquez Landscapes installs the pavers using ½"of in order to avoib automobile marks.

-Install 4320 SF of pavers, The paver being install will be the SF RIMA.

-Install gator edging in order to prevent the paver from shifting.

- Haul and properly dispose of all debris.

**Total cost:** \$40,025.00

\*\* Sales Tax Included

**EXCLUSIONS:** - Any work not mentioned above.

**ASSUMPTIONS:** - work area should be ready for Vasquez Landscapes to perform the work.  
No cars park on working area.

**REVISIONS:** - If homeowners requests Vasquez Landscapes to obtain permits for any work done there will be an hourly rate (for time needed for acquisition ) as specified below under Standard Fee Schedule.

## **VASQUES LANDSCAPES STANDARD CONTRACT PROVISIONS**

### 1. STANDARD FEE SCHEDULE

The compensation to Vasquez Landscapes. for extra work (which may be referred to as 'time and materials' or 'standard billing') will be the sum of all the items set forth below:

#### A. PERSONNEL SERVICES

\$35.00 per hour, per person. Overtime work (defined as work performed before 8 a.m. and after 5 p.m. Monday through Friday and all day Saturday and Sunday) to be billed at \$52.50 per hour per person.

#### B. EQUIPMENT

Use of Vasquez Landscapes' owned equipment, trucks or trailers will be charged at \$40.00 per hour plus labor.

#### C. OUTSIDE SERVICES

Invoice cost of service and expenses charged to Vasquez Landscapes, by outside consultants, professional or technical firms engaged in connection with the extra work order, plus 22% overhead costs.

#### D. MISCELLANEOUS EXPENSES

The invoice cost of materials, supplies, reproduction work, install equipment and other services, including communication expenses procured by Vasquez Landscapes. from outside sources, plus a service charge of 22%. All out of pocket expenses not included in items A, B and C will be included in the category.

#### E. LUMP SUM CHANGE ORDERS

A lump sum change order to be mutually agreed upon, executed and incorporated into this agreement prior to commencing work.

## 11. STANDARD CONTRACT PROVISIONS

### A. TERMS OF PAYMENT



Payment and all other charges will be billed per the schedule mentioned in the contract. The amount of each billing shall be due and payable within 7 days after the date of such billing. Any portion of a billing not paid within 7 days of the billing date shall be considered delinquent and shall bear a delinquency charge of \$500 or 10% contract value, whichever is greater, on the unpaid balance, but in no event shall said delinquency charge or the payment thereof extend the due date.

If any billing is not paid in full within 15 days after the billing date, then, in addition to any other remedies available to Vasquez Landscapes, it may cease performing work hereunder upon delivery of written notice of its intention thereof to the client. Further, in the event of such default, Vasquez Landscapes, shall have the right, but not the obligation, to cease performing work under any other contract then outstanding between the client and Vasquez Landscapes.

Should either party find it necessary to retain services of an attorney to enforce the provisions of any contract entered into of which this schedule is a part, the losing party agrees to pay all attorneys' fees and court costs incurred in the prosecution thereof.

#### **B. DEPOSIT AND PAYMENT SCHEDULE**

**A deposit of 33% contract value is required to schedule work.** Progress billing will be done weekly as per the schedule of values. In the event either party terminates this agreement prior to commencement of said work, monies will be deducted prior to the refund of deposits for schedule interruption, materials, labor and additional costs associated with the scheduling and planning of said work.

#### **C. LIMITATION OF LIABILITY**

Vasquez Landscapes, is not responsible for damage to client property caused by vandalism, acts of God, unusual climatic conditions, mandatory watering restrictions or accidental or malicious damage by client's pets, employees, residents, visitors, guests or other contractors employed by client.

#### **D. WAIVER**

A waiver, breach or failure to enforce any provision of this contract shall not constitute a waiver of any other provision of this contract.

#### **E. INTERPRETATION OF SEVERABILITY**

The paragraph headings are solely for reference purposes and shall not affect, or be used in connection with, the construction or interpretation of this agreement. Each separate paragraph shall be severable so that if one or more of such paragraphs shall be judged or declared illegal, invalid or unenforceable, this contract shall be interpreted and shall remain in full force and affect, as if such paragraphs had never been contained in this contract.

#### **F. TERMINATION AND RIGHT OF CURE**

Client may terminate this contract upon the failure of Vasquez Landscapes, to cure defective performances; however, client must first deliver in writing to Vasquez Landscapes, a list of all defaults by Vasquez Landscapes, and provide Vasquez Landscapes with a thirty (30) day period in which to cure the defaults. Should Vasquez Landscapes, fail to cure the defaults, then this contract shall be terminated thirty (30) days following delivery of the above thirty (30) day written notice and all obligations and liabilities hereunder shall cease with the exception that the client will pay Vasquez Landscapes, for any and all services rendered by Vasquez Landscapes, on or before the date of termination.

Vasquez Landscapes, may terminate this contract with thirty (30) days written notice to client. Vasquez Landscapes, may terminate contract due to unforeseen delays by client.

#### **G. WARRANTY OF CONTRACTOR**

Contractor warrants workmanship and materials furnished by contractor hereunder to be free from defects for a period of one (1) year from the date of substantial completion of the work. If any defective materials and workmanship appear within such year at contractor's option, contractor shall either repair or replace such defects or pay purchaser the cost of repair or replacement of such defect. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS. CONTRACTOR SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL OR OTHER DAMAGES ARISING ON ACCOUNT OF SUCH DEFECTS OR CONTRACTOR'S WORK, AND THE REMEDIES HEREIN ARE EXPRESSLY AGREED TO BE EXCLUSIVE. VASQUEZ LANDSCAPEZ, MAY VOID ANY OR ALL WARRANTIES BECAUSE OF DAMAGE CAUSED TO VASQUEZ LANDSCAPES, WORK BY OTHERS.

#### **H. SITE SIGNAGE**

Vasquez Landscapes, is allowed site recognition.

**I. ENTIRE CONTRACT**

This contract sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and may not be amended or modified except in a writing signed by the owner and the contractor. **No sales representative or employee of the contractor has authority to alter the terms of this agreement, or to make any side agreements not set forth herein.**

Vasquez Landscapes, provides the following notice to you pursuant to RCW 18.27.114:

ALL CONTRACTORS PROVIDING YOU WITH A BID TO DO WORK FOR YOU ARE REQUIRED TO PROVIDE THIS NOTICE IF THE WORK IS OVER \$1000.00

**NOTICE TO CUSTOMER**

The contractor, Vasquez Landscapes, is registered with the state of Washington, registration number VASQUL\*933MQ, as a specialty contractor and has posted with the state a bond or cash deposit of \$6000.00 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. The expiration date of this contractor's registration is January 2008. This bond or cash deposit may not be sufficient to cover a claim, which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or the subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien releases documents if you request it. General information is also available from the Department of Labor and Industries.

All agreements are contingent upon strikes, accidents, or delays beyond our control.  
Vasquez Landscapes, reserves the right to stop or delay work due to poor weather conditions.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Vasquez Landscapes, may withdraw this proposal if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Aaron Nix**

---

**From:** Brian Crooks [bcpavers@gmail.com]  
**Sent:** Thursday, March 12, 2009 3:13 PM  
**To:** Aaron Nix  
**Subject:** Estimate for Boat Launch Maintenance Project

**Attachments:** Black Diamond Boat Launch Cover Letter.doc; Black Diamond Boat Launch.DOC



Black Diamond BoatLaunch Cove...  
Black Diamond BoatLaunch.DOC ...

Hi Aaron,

Here is the estimate for installing the permeable paver parking area at the boat launch. The way that I bid the project will optimize performance at the lowest cost. It is possible to do the initial installation for less money however, I feel that an 8" base and full concrete flush curb to contain the pavers are necessary to reduce the future maintenance of the parking area. Let me know if you have any questions, or if you need me to change the scope of work to more easily compare the estimate to the other bidders. Thanks for your consideration.

--

Brian Crooks  
President  
B.C. Pavers, Inc.  
PO Box 3401  
Renton, WA 98056  
425-413-2110

# **B. C. Pavers, Inc.**

P.O. Box 3401  
Renton, WA 98056

March 13, 2009

Aaron Nix  
City of Black Diamond  
24301 Roberts Dr.  
Black Diamond, WA 98010

Dear Aaron:

Thank you for the opportunity to submit a bid for your "Boat Launch Maintenance" project. Since I have never worked with you before, I thought that it would be helpful to give you a little background on B.C. Pavers, Inc.

B.C. Pavers, Inc. has been installing interlocking concrete pavers and segmental retaining wall systems exclusively since 1997. In February of 2001, we were the first company in the Northwest to purchase and use a mechanical paver laying machine to install interlocking concrete pavers. We have been mechanically setting pavers since. To date, B.C. Pavers, Inc. has installed more than 2,000,000 square feet of concrete pavers using this machine, making us the most experienced mechanical installation company based in the Northwest.

In 2002, B.C. Pavers installed its first permeable paver project and quickly became the Northwest industry leader in permeable paver installations. To date, we have installed more permeable paver systems in the Northwest than any other paver installer. Some of the key projects that we have installed are: Tacoma Landfill Employee Parking Lot, Tacoma Community College Overflow Parking Lot, Snoqualmie Fire Station, City of La Center School Parking Lot, City of La Center Park and Amphitheater Project, and the Westmoreland Street Replacement project in Portland.

B.C. Pavers Inc. is also an ICPI member, and has ICPI certified installers performing the paver installations.

Thank you for your time and consideration on this project. I am excited to see this project come about, and I look forward to working on it with you and the City of Black Diamond. If you have any questions about my company, mechanical paver installation, permeable pavers, or require references, please don't hesitate to call me at (206) 679-5804.

Sincerely,

Brian Crooks  
President



P.O. Box 3401 ▪ Renton, WA ▪ 98056

Phone: (425) 413-2110 ▪ Fax: (425) 413-5075 ▪ [www.bcpavers.com](http://www.bcpavers.com)

## Job Estimate

### Job Information

Customer's Name: City of Black Diamond

Phone: (360) 886-2560

Job Address: Boat Launch Parking Maintenance Project

City: Black Diamond, WA

Job Type: Permeable Paver Installation

Size: Approx. 4,320 sq. ft.

### Description of work to be done:

#### **Permeable Paver Installation (approx. 4,320 sq. ft.):**

- Excavate the area to be paved to approx. 13" below finished grade. This includes loading the excavated material into the truck provided by the City of Black Diamond.
- Install approx. 4" of 2-4 crushed ballast rock over the area to be paved; this includes proper compaction and grading.
- Install approx. 4" of 1 1/4" clear crushed rock over the area to be paved; this includes proper compaction and grading.
- Cut existing asphalt to give a clean straight edge to install the pavers against.
- Install approx. 2" of course graded bedding material 3/8" x #10 on top of crushed rock base.
- Install 8 x 8 Eco Priora pavers in a stack bond pattern on top of the bedding material. Installation of pavers includes proper compaction, installation of jointing material, and all necessary cuts required to fit pavers to desired area.

#### **Concrete Curb Edging Installation (approx. 276'):**

- Install a 12" wide x 6" thick concrete curb around the unrestrained perimeter of the paver area. The curb will have 2 sticks of #4 rebar inside for reinforcement and a standard broom finish.
- Fill and blend the gaps between the concrete curb and the existing grass with topsoil and grass seed.

#### **Parking stall striping:**

- Use different color pavers to delineate the parking stalls.

<u>Price:</u>	Permeable Paver Installation:	\$32,500.00 (+ tax)
	Concrete Curb Edging Installation:	\$3,650.00 (+ tax)
	Parking stall striping:	\$480.00 (+ tax)

*Subtotal*

*\$36,630*

*51 Tax Total (8.4%)*

*\$39,706.92*

Time: Approximately 8 working days from start to finish. (Weather permitting)

Other notes:

- \*This estimate includes the cost of all labor, materials, and equipment necessary to perform the work as described above.
- \*This estimate is based on the plans that were discussed at our previous meeting. Changes to this plan could result in a change of price.
- \*This estimate is based on the use of the paver listed above, manufactured by Mutual Materials Co. The use of a different paver could alter the above cost.
- \*This estimate does not include the cost of, or any cost associated with, obtaining a permit. All permits will be the responsibility of the owner.
- \*This proposal may be withdrawn if not accepted within 60 days.
- \*If you have any additional questions, please give me a call at (206) 679-5804

Brian Crooks

Date

---

Acceptance of Proposal:

-All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposed price. All agreements are contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. In the event that B. C. Pavers, Inc. is forced into litigation prompted by non-payment of contract, B. C. Pavers, Inc. shall be entitled to full reimbursement of contract plus interest and all reasonable legal expenses.

-The above prices, work description, and conditions are satisfactory and hereby accepted. B. C. Pavers, Inc. is authorized to perform the work as specified above. Payments will be made as follows:

- \*25% deposit required for mobilization and materials order.
- \*Balance due upon completion.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution No. 09-602, authorizing the Mayor to sign a contract with Parametrix, to update Chapter 7, Transportation Element of the Draft Comprehensive Plan</b>	<b>Agenda Date: May 21, 2009</b>		<b>AB09-057</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		X
	City Administrator –Gwen Voelpel		X
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		X
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: ~ \$5600	Natural Resource – Aaron Nix		
Fund Source: <b>Street Fund</b>	Comm. Development – Steve Pilcher		
Timeline: <b>2-3 weeks</b>		X	
<b>Attachments: Resolution No. 09-602, Proposed Contract and Scope of Work</b>			
<b>SUMMARY STATEMENT:</b>  <p>The original work on the Transportation Element of the Comp Plan was begun about three years ago by Mirai (Mirai has since joined forces with Fehr &amp; Peers). The information upon which the transportation model was based has subsequently been changed by the two proposed Master Planned Developments (MPD). The draft transportation analysis for the two Environmental Impact Statements (EISs) shows greater traffic impacts to various arterial routes (SR-169 in particular) and thus constitutes “updated” information. As the Transportation Plan has not been adopted, it needs to be updated to ensure there is consistency between the information it contains and the analysis contained in the pending EIS documents. Since Parametrix is the City’s consultant for the MPD EIS process, staff determined it would more efficient to have them complete the final adjustments to the Plan, rather than Fehr &amp; Peers.</p> <p>The proposed Scope of Work is to update the Transportation Element consistent with the work Parametrix has conducted in preparation of the MPD EIS documents.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION: None.</b>			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 09-602, authorizing the Mayor to enter into a contract with Parametrix to update the Transportation Element of the Draft Comprehensive Plan.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
May 21, 2009			

**RESOLUTION NO. 09-602**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH PARAMETRIX TO UPDATE THE TRANSPORTATION  
ELEMENT OF THE DRAFT COMPREHENSIVE PLAN**

WHEREAS, staff at Fehr & Peers conducted transportation modeling and analysis and drafted Chapter 7 Transportation of the Draft Comprehensive Plan; and

WHEREAS, the Transportation Element has yet to be formally adopted by the City Council; and

WHEREAS, additional transportation modeling has been conducted in preparation of the Environmental Impact Statements for The Villages and Lawson Hills Master Planned Developments; and

WHEREAS, the two analyses provide differing information regarding traffic impacts to the City's arterial system; and

WHEREAS, it is important to have the Transportation Element of the Comprehensive Plan be consistent with the information contained in the EISs; and

WHEREAS, Parametrix can perform the update within the short time frame the City desires and is best suited to conduct this work on behalf of the City;

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

**Section 1.** The Mayor is hereby authorized to execute a contract with Parametrix to update the Transportation Plan (Chapter 7) of the Draft Comprehensive Plan attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21st DAY OF MAY 2009.**

CITY OF BLACK DIAMOND:

---

Howard Botts, Mayor

Attest:

---

Brenda L. Martinez, City Clerk



## **CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated \_\_\_\_\_, 20\_\_ and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

P.O. Box 599

24301 Roberts Drive

Black Diamond, WA 98010

Contact: \_\_\_\_\_ Phone: 360-886-2560 Fax : 360-886-2592

and

PARAMETRIX, INC. ("Consultant")

P.O. Box 460

1231 Fryar Avenue

Sumner, WA 98390

Contact: Austin Fisher Phone: 253-863-5128 Fax: 253-863-0946

Tax Id No.: 91-091-4810

for professional services in connection with the following project:

"Comprehensive Plan – Chapter 7 Transportation Update" (the "Project").

### **TERMS AND CONDITIONS**

#### **1. Services by Consultant**

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree

of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## 2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work immediately upon receiving a notice to proceed by the City. Services shall be completed within 30 days of the notice to proceed unless otherwise authorized by the City.

2.2 Time is of the essence as to the work provided in the Scope of Work. Consultant will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon \_\_\_\_\_.

## 3. Compensation

☐ LUMP SUM. Compensation for the services provided in the Scope of Work shall be a Lump Sum of \$ \_\_\_\_\_.

X TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$ 5,900 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

☐ TIME AND MATERIALS. Compensation for the services provided in the Scope of Work shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

☐ OTHER. \_\_\_\_\_

## 4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

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

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

## **5. Discrimination and Compliance with Laws**

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

5.2 Consultant and its subconsultants shall comply with federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

## **6. Suspension and Termination of Agreement**

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.2 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

## **7. Standard of Care**

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services

Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **8. Ownership of Work Product**

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

## **9. Indemnification/Hold Harmless**

9.1 Consultant 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 reasonable attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Provided however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the City, it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

## **10. Insurance**

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

**11. Assigning or Subcontracting**

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

**12. Independent Contractor**

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

**13. Notice**

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

City: City Administrator  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
Fax: 360-886-2592

With a copy to: Loren D. Combs and  

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VSI Law Group  
3600 Port of Tacoma Rd. Ste. 311  
Tacoma, WA 98424  
Fax: 253-922-5848

Consultant: Austin Fisher, PE -- Project Manager  
Parametrix, Inc.  
P.O. Box 460  
Sumner, WA 98390  
Fax: 253-863-0946

**14. Disputes**

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

**15. Attorney Fees**

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

**16. General Administration and Management on Behalf of the City**

16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

**17. Extent of Agreement/Modification**

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

CITY OF BLACK DIAMOND

By: \_\_\_\_\_

Howard Botts

Its: Mayor

Date: \_\_\_\_\_

Attest:

By:

\_\_\_\_\_  
Brenda L. Streepy  
City Clerk

CONSULTANT

By: \_\_\_\_\_

Printed Name: Austin R. Fisher

Its: Transportation Division Manager

Date: 5/11/09

## **EXHIBIT A**

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### **City of Black Diamond Comprehensive Plan – Chapter 7 Transportation Update**

Parametrix, Inc.

#### ***Objective***

Revise the current (December 2008) Transportation Plan, which is Chapter 7 of the City's Comprehensive Plan, to include updated land use information that has become available for the Lawson Hills and Villages MPD areas through the EIS process. The result of this information has changed the underlying assumptions of the City's traffic model necessitating an updated analysis for consistency.

#### ***Approach***

Revise forecasting methodology discussion to reflect how future year volumes were arrived at, as per EIS analysis. Revise LOS discussion to include alternatives to achieving LOS C on specific corridors/segments of 169, such as provision of parallel routes, and network adjustments (realigning intersections or removing potential links).

#### ***Assumptions***

- Parametrix will utilize the trip generation, trip distribution, trip assignment, LOS analysis methodology and results from the recently completed draft EIS for The Villages Master Planned Development.
- The City will work with Parametrix to provide one set of 2016 land use assumptions for the Lawson Hills and The Villages sites.
- Parametrix will utilize the 2025 land use assumptions for Lawson Hills and The Villages sites from the recently completed draft EISs for Lawson Hills and The Villages Master Planned Development.
- City will provide Chapter 7 text and graphics in original file formats.
- Existing graphics will be revised, no new graphics are anticipated.

#### ***Deliverables***

- Revised Chapter 7 text and graphics.
- Revised transportation model.

#### ***Schedule***

We anticipate that work will be completed within two weeks of receipt of the notice to proceed.



**CLIENT: Comprehensive Plan - Ch. 7 Update**

Approved By: N/A  
(Principal)

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution No. 09-603,</b> <b>amending the City's official fee</b> <b>schedule</b>	<b>Agenda Date: May 21, 2009</b>		<b>AB09-058</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	Asst. City Attorney – Tom Guilfoil		
	City Clerk – Brenda L. Martinez	<b>X</b>	
	Finance – May Miller		<b>X</b>
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Kaaren Woods		
Fund Source:	Community Devel. – Steve Pilcher		
Timeline: 2009	Natural Resources – Aaron Nix		
<b>Attachments: Resolution No. 09-603; Exhibit A Proposed General Fee Schedule; Exhibit B Resolution 09-596 and Current Fee Schedule</b>			
<b>SUMMARY STATEMENT:</b>  <p>This is back before Council again as errors were found in the staff fee portion of the document adopted on May 7, 2009. Areas where the fee schedule has been changed are highlighted.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-603, updating the City's official fee schedule.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
May 21, 2009			

## **Resolution No. 09-603**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, UPDATING THE CITY'S OFFICIAL FEE SCHEDULE TO AMEND CERTAIN FEES**

WHEREAS, as codified in chapter 2.62 of the Black Diamond Municipal Code, the City of Black Diamond has previously authorized and adopted an official schedule of fees that specifies the amounts to be charged for services provided by city employees and their agents; and

WHEREAS, this fee schedule needs to be updated from time to time to ensure that the fees charged for services reflect the city's cost to provide these services; and

WHEREAS, errors were found in the city staff fee portion of the document adopted on May 7, 2009 and need to be corrected;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND HEREBY RESOLVES AS FOLLOWS:

Section 1. The City's official fee schedule, previously adopted by Resolution No. 09-596, and shown in attached Exhibit B, is hereby amended as shown in attached Exhibit A, both of which are incorporated by reference to this Resolution. Areas where the fee schedule has been changed are highlighted.

RESOLVED this 21<sup>st</sup> day of May, 2009.

CITY OF BLACK DIAMOND

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*Mayor Howard Botts*

ATTESTED BY:

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*Brenda L. Martinez, City Clerk*

DATE OF PASSAGE BY THE CITY COUNCIL: \_\_\_\_\_

DATE OF FILING WITH THE CITY CLERK: \_\_\_\_\_

**2009 FEE SCHEDULE**  
**Proposed 05-21-09**

EXHIBIT A

POLICE	DESCRIPTION	FEE
Animal License		By King County Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Fingerprinting (FBI Fee)	For original permits only	\$19.25
Electronic Monitoring (Per Contract)		
Electronic Monitoring ( Police)	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Application Fee (non-refundable)	\$25.00
	within 20 mile radius	Current IRS Rate
Deposit		\$350.00
Hook Up Fee	One Time Charge	Current IRS Rate
	outside 20 mile radius	
Concealed Weapons Permit	See Fingerprint fees above	
Original	Original Permit, see above	\$55.25
Renewal	Valid Permit Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service		Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense request on Muni Court cases	
	others:	\$0.15
Civil Service Testing	Per Applicant	Contract w/Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Traffic Safety School		\$200.00
Booking Processing Fee	Per booking	Contract Rate
Police Reports	Per Case Reports	\$0.15 per page
Photographs		
Copies	each	\$0.15
Originals	each	\$8.00
Video Tape Reproduction	each	\$50.00
CD Reproduction	each	\$10.00
Audio Tape Reproduction	each	\$10.00
Expurgements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50

**2009 FEE SCHEDULE**  
**Proposed 05-21-09**

EXHIBIT A

STREETS	DESCRIPTION	FEE
<b>FRANCHISE</b>		
Right of Way Use Permit	Incl. 2 Inspect. & 1/2 hr. City Review	\$250.00
Franchise Extra Inspection	1 hour minimum	\$95.00/hour
Franchise Extra City Staff Review	1 hour minimum	\$50.00/hour
Street Cleaning		Cost, plus 10%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
<b>NON-FRANCHISE</b>		
Right of Way Use Permit	Incl. permit, inspect., review	\$500.00
Street Cleaning		Cost, plus 10%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
Public Works Variance	Application and Review Fee	\$1,000.00
	Professional Services	Actual costs plus 10%
Street Signs Charge	Sign Purchase	Actual costs plus 10%
	Installation	Hourly Rates
Street, Alley, City Property	Application Fees	\$750.00
Vacations	Deposit	\$1,000.00
Unauthorized connection	No meter present or bypassing	\$1,200.00
Meter Testing charge		Costs plus actual staff time
Customer Requested Turn Off	After Business Hours	2 Hour Minimum
<b>WATER SERVICE CHARGES</b>		
<b>LIFELINE UTILITY RELIEF RATE</b>	City water, sewer and stormwater only (excluding KC Metro and Soos Creek rates)	50%
<b>DROP IN METER CHARGES</b>		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	Meter cost, plus 10%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs <b>ALL</b> costs, plus deposit Per BDMC 13.04.050	Deposit \$1,000.00
Installation Re-Inspection Fees		Hourly rates, 30 min. minimum
Connection Fee		Per BDMC 13.04.280
Door Hanger Charge, Warning		\$10.00
Door Hanger w/Shut Off		\$20.00
Unpaid Account Reconnect		
Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr. minimum
	Holidays	Double time, 2hr. minimum
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connection Fee, Rental Rate	Deposit \$1,000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00

**2009 FEE SCHEDULE  
Proposed 05-21-09**

EXHIBIT A

Water Investigation Certificates		
	Residential	\$100.00
	Multi Family, Commercial	\$200.00
	Industrial, Public Use	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Cost plus 10%
<b>VARIOUS SEWER CHARGES</b>		
Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates		
	Residential	\$100.00
	Multi-Family, Commercial, Industrial, Public Use	\$200.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00
Side Sewer Re-inspection Fees		Hourly rate, 30 min. minimum
PW Plan Review		
<b>CLEARING AND GRADING</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Clearing and Grading Permit	Permit Fee	\$190.00
	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
Civil Plan Permit	Permit Fee	\$300.00
Commercial/Multi-Family and Short Plat Projects	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
Civil Plan Permit	Permit Fee	\$1,370.00
Long Plat Projects	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
<b>ALL UTILITY EMERGENCY CALL OUT CHARGES</b>		
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 10%

**2009 FEE SCHEDULE**  
**Proposed 05-21-09**

EXHIBIT A

CEMETERY	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00
Saturday Service - Burial	11 a.m. to 1 p.m.	\$1,000.00
Saturday Service - Cremation	11 a.m. to 1 p.m.	\$250.00
Liner		Actual Cost plus 10%
Liner Setting Fee		\$250.00
Vault		Actual Cost plus 10%
Vault Setting Fee		\$250.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	.15 per square inch
Exhumation		Lesser of \$5,000.00 or Actual Contract Cost
PLANNING, LAND USE	DESCRIPTION	FEE
Preliminary Long Plat Review	Application Fee	\$2,000.00
	Per Lot Charge	\$100.00
	Deposit	\$10,000.00
	Time Extension	\$1,000.00
Final Long Plat	Application Fee	\$1,500.00
	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Binding Site Plan	Application Fee	\$1,500.00
	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Short Plat	Application Fee	\$750.00
	Per Lot Charge	\$100.00
	Deposit	\$1,500.00
Lot Line Adjustments	Residential Application Fee	\$300.00
	Others Non-Residential	\$600.00
	Deposit	\$1,000.00
Mobile Home Park Application	Application Fee	\$5,000.00
	Per Unit Charge	\$50.00
	Deposit	\$2,500.00
Master Plan Development	Application Fee	\$25,000.00
	Deposit	\$75,000.00

**2009 FEE SCHEDULE**  
**Proposed 05-21-09**

EXHIBIT A

Annexation Fees	Deposit	\$10,000.00
	10% Notice of Intent	\$1,000.00
	60% Petition	\$5,000.00
Conditional Use/Special Use Permit	Application Fee	\$800.00
	Deposit	\$1,000.00
Accessory Dwelling Unit	Application Fee	\$250.00
Variance	Single Family	\$300.00
	Others	\$600.00
	Deposit (Non-Single Family Only)	\$1,000.00
Plat Inspections	Construction	Actual Staff Hours
	Deposit	\$5,000.00
Shoreline Exemption Determination	Application Fee	\$100.00
Shorelines Substantial	Application Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Variance	Application Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Conditional Use	Permit Fee	\$500.00
	Deposit	\$1,000.00
Site Plan Review	Residential Application Fee	\$1,000.00
	Deposit	\$2,000.00
	Commercial Application Fee	\$1,500.00
	Deposit	\$3,500.00
Comprehensive Plan Amendment Request	Application Fee	\$1,000.00
	Deposit	\$3,500.00
Rezone Application	Application Fee	\$1,200.00
	Deposit	\$3,500.00
Temporary Watchmans Quarters	1st Six Months	\$275.00
	Seven to Twelve Months	\$525.00
	Thirteen to Eighteen Months	\$1,050.00
	Doubling in succeeding 6 month	\$2,100.00 and up
SEPA Checklist	Checklist w/planning permit	\$400.00
	Additional fee per required study	\$250.00
	Checklist w/o planning permit	\$500.00
	Deposit	\$1,000.00
SEPA Appeals		\$500.00
Appeal on Land Use/Sensitive Areas	Appeal Fee	\$500.00
Environmental Impact Statement	City Preparation Time Charged	Consultant plus 10%
	Deposit	\$75,000.00



**2009 FEE SCHEDULE**  
**Proposed 05-21-09**

EXHIBIT A

Temporary Use Permit	Residential-Permit for first 6 months	\$150.00
	1 six month extension	\$240.00
	(not to exceed 12 total months)	
	All Others-Permit for first 6 months	\$300.00
	1 six month extension	\$400.00
	(not to exceed 12 total months)	
TDR Application		\$250.00
Each TDR Development Credit		\$50.00
U.L.I.D. or L.I.D.	City Costs	Actual costs plus 10%
Tree Permit	Level I	\$250.00
	Level II	\$500.00
Reasonable Use Exception	Application Fee	\$300.00
Sensitive Areas Permit	Application Fee	\$600.00
	Deposit	\$1,000.00
Sensitive Areas Utility Exception	Application Fee	\$750.00
	Deposit	\$1,500.00
Mobile Homes Landing	Landing Permit	Refer to BDMC 18.56.030d
Public Notice Boards	Cost per each required sign	\$100.00
<b>CITY STAFF FEES</b>	<b>DESCRIPTION</b>	<b>FEE PER HOUR</b>
City Administrator	Per Hour	\$93.00
Assistant City Administrator/City Clerk	Per Hour	\$77.00
Deputy City Clerk	Per Hour	\$45.00
Finance Director	Per Hour	\$74.00
Deputy Finance Director	Per Hour	\$61.00
Senior Accountant	Per Hour	\$28.00
Community Devel. Director	Per Hour	\$70.00
Permit Technician Supervisor	Per Hour	\$50.00
Permit Technician	Per Hour	\$45.00
Economic Devel. Director	Per Hour	\$77.00
Natural Resources	Per Hour	\$71.00
Building Official-Compliance	Per Hour	Per Contract + 10%
Public Works Director	Per Hour	\$75.00
Utilities Supervisor	Per Hour	\$74.00
Utility Operator	Per Hour	\$45.00
Utility Worker	Per Hour	\$41.00
Facilities Coordinator	Per Hour	\$50.00
Construction Inspection	Per Hour	\$99.00
Police Chief	Per Hour	\$86.00
Police Officer w/vehicle	Per Hour	\$85.00
Police Officer w/o vehicle	Per Hour	\$60.00
City Planner	Per Hour	\$48.00
Information Services Manager	Per Hour	\$69.00
Clerical Staff	Per Hour	\$25.00
City Engineer		Per Contract + 10%
City Attorney		Per Contract + 10%
Landscape Architect		Per Contract + 10%
Consultant Planner		Per Contract + 10%
Other Consult. or Contractors		Per Contract + 10%
Contract Administration		Per Contract + 10%
Hearing Examiner		Per Contract + 10%

**2009 FEE SCHEDULE**  
**Proposed 05-21-09**

EXHIBIT A

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

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

The deposit is used to cover actual staff cost, engineering, and /or other professional consultant costs plus 10%

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

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

BUILDING DEPARTMENT	DESCRIPTION	FEE
Building Permits		\$ Based on Currently Adopted
Plan Check Fees		Uniform Building Code, Uniform
Plumbing & Mechanical Fees		Plumbing Code and
Others		Uniform Mechanical Code
		and Uniform Fire Code
<b>BUILDING APPLICATION FEES</b>		
Building Valuation Chart	Project Valuation determines permit fee	See page 10
New Single Family Res. Review	Deposit	Plan Check Fee (65% permit fee)
Building- addition, repair, alteration (including decks & out-blds)	Deposit	Plan Check Fee (65% permit fee)
Commercial/Multi-family Bldg.	Deposit	Plan Check Fee (65% permit fee)
Demo - SFR, out-building etc.		Permit Fee 120.00 + 1,000.00 Dep.
Relocation Permit	incl mfg home	\$200.00
Plumbing Fee List	Flat fee plus fixture fee	See page 11
Mechanical Fee List	Flat fee plus fixture fee	See page 12 and page 13
Fire Sprinkler/Alarm System	permit fee	\$120.00
Fire Sprinkler/Alarm System Review	plan review & inspection fee	per contract + 10%
Driveway (stand alone)	expansion & new	\$200.00
Residential LPG Tanks	Base Fee	\$120.00
	Tank Under 125 gallons, add.	\$45.00
	126 to 500 gallons, additional	\$70.00
	501 gallons and up, additional	\$95.00
	Each 500 gallons additional	\$120.00
<b>BUSINESS LICENSE</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Empolyess 0-50		Initial Fee \$70 Renewal \$60
Employees 51-100		Initial Fee \$130 Renewal \$120
Employees 101 or more		Initial Fee \$210 Renewal \$200
Duplicate Business License		\$10.00
Penalty, Late Payment	Feb 1 - 28, 2009	\$10.00
	Mar 1 - 31, 2009	\$20.00
	April 1 -30, 2009	\$30.00
	May 1 and after	Double Renewal Fee

**2009 FEE SCHEDULE**  
**Proposed 05-21-09**

EXHIBIT A

<b>SPECIAL LICENSES</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Carnivals, circus and shows	Per Event	\$50.00
Cabaret	Per Event	\$75.00
	Per Year	\$150.00
Solicitors and Mobile Vendors	Per Day	\$15.00
	Per Month	\$50.00
	Per Year	\$150.00
Amusement Devices	Per Machine, per year	\$25.00
Adult Entertainment License	Per Establishment	\$1,000.00
	Operator License	\$100.00
	Employees License	\$50.00
Pawnbrokers	Yearly License	\$100.00
Firearms Dealers License	Federal Firearms License, yearly	\$250.00
Outdoor Advertising		See Sign Ordinance
Temp. Fireworks Stand	Permit	\$100.00
	Removal Bond	\$750.00
<b>MISC. FEES/PLAN COPIES</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Photocopying	Per Page	\$0.15
Duplication Audio Tapes CD's	Per TapeCD	\$10.00
Notary Public Work		\$10.00
Return Check Fee/Credit Card Denial		\$35.00
Return Check Fee plus Door Hanger For Utility Payments		\$45.00
Computer Printout List	Set Up Fee	\$25.00
	1st 100 pages of Printout	\$0.20
	All Additional Pages	\$0.20
City of Black Diamond Maps		\$5.00
Black Diamond Zoning Map		\$10.00
Zoning Ordinance		\$50.00
Comprehensive Plan		\$85.00
Water Comp. Plan		\$80.00
Sewer Comp. Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00

**2009 FEE SCHEDULE**  
**Proposed 05-21-09**

EXHIBIT A

Stormwater Ordinance		\$25.00
BD Design Standards+Guidlines		\$50.00
- Each Section		\$10.00
<b>TYPE OF SIGN</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Wall Sign, non electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$100.00, \$150.00, \$200.00
Wall Sign, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$120.00, \$170.00, \$220.00
Ground, nonelectric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$140.00, \$190.00, \$240.00
Ground, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$160.00, \$210.00, \$260.00
All signs less than 25 sq feet		\$90.00
Change of sign, all sizes		\$90.00
Variance application		Per Fee Schedule
Sign Permit Review	Per Hour	\$47.00
Temporary Sign		\$5.00

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$ 1.00 TO \$500.00	<del>\$23.50</del> \$26.00
\$501.00 TO \$2,000.00	<del>\$23.50</del> \$26.00 for the first \$500.00 plus <del>\$3.05</del> \$3.35 for each additional \$100.00, or fraction thereof,
\$2,001.00 TO \$25,000.00	<del>\$69.25</del> \$76.20 for the first \$2,000.00 plus <del>\$14.00</del> \$15.40 for each additional \$1,000.00, or fraction
\$25,001.00 TO \$50,000.00	<del>\$391.25</del> \$430.40 for the first \$25,000.00 plus <del>\$10.10</del> \$11.10 for each additional \$1,000.00, or fraction
\$50,001.00 TO \$100,000.00	<del>\$643.75</del> \$708.20 for the first \$50,000.00 plus <del>\$7.00</del> \$7.70 for each additional \$1,000.00, or fraction
\$100,001.00 TO \$500,000.00	<del>\$993.75</del> \$1093.20 for the first \$100,000.00 plus <del>\$5.60</del> \$6.15 for each additional \$1,000.00, or fraction
\$500,001.00 TO \$1,000,000.00	<del>\$3,233.00</del> \$3556.30 for the first \$500,000.00 plus <del>\$4.75</del> \$5.25 for each additional \$1,000.00, or
\$1,000,001.00 AND UP	<del>\$5608.75</del> \$6169.65 for the first \$1,000,000.00 plus <del>\$3.65</del> \$4.05 for each additional \$1,000.00, or
Other Inspections and Fees:	
1. Inspections outside of normal business hours ..... per hour' (Minimum charge - two hours)	<del>\$119.03</del> \$100.00
2. Re-Inspection fees ..... per assessment'	<del>\$104.15</del> \$75.00
3. Inspections for which no fee is specifically indicated ..... per hour' (Minimum charge - one hour)	<del>\$104.15</del> \$75.00
4. Additional plan review due to additions or revisions to plans ..... per hour' (Minimum charge - one hour)	<del>\$104.15</del> \$84.00
5. Additional plan review due to Deferred Submittals ..... per hour' (Minimum charge - 1 hour)	<del>\$104.15</del> \$84.00
6. For use outside consultants for plan checking and Inspections or both	Actual cost + 20%
7. Plan review shall be 65% of the permit fee when required,	
Public Improvement Projects Fee Wavier. The city administrator may, in his discretion, waive any or all of the permit fees required under the International Building Code and any amendments thereto, for any public improvement project for which the city is providing some or all of the funding for said project.	

'Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

## PLUMBING PERMIT FEES

Permit Issuance	Current	Proposed
1. For issuing each permit	\$20.00	\$22.00
2. For issuing each supplemental permit	\$10.00	\$11.00

### Unit Fee Schedule (note the following do not include permit-issuing fee):

1. For each additional plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and back flow protection thereof)	\$7.00	\$8.00
2. For each building sewer and each trailer park sewer	\$15.00	\$17.00
3. Rainwater systems - per drain (inside building)	\$7.00	\$8.00
4. For each water heater and/or vent	\$7.00	\$8.00
5. For each industrial waste pretreatment interceptor including its trap and vent except kitchen-type grease interceptors functioning as fixture traps	\$7.00	\$8.00
6. For each installation, alteration or repair of water piping and/or water treatment, each	\$7.00	\$8.00
7. For each repair or alteration of a drainage or vent piping, each fixture	\$7.00	\$8.00
8. For each lawn sprinkler system on any one meter including back flow protection devices thereof	\$7.00	\$8.00
9. For atmospheric-type vacuum breakers not included in item 12:		
1 to 5	\$5.00	\$6.00
over 5, each	\$1.00	\$1.00
10. For each backflow protective device other than atmospheric type vacuum breakers:		
2 inch (51 mm) diameter and smaller	\$15.00	\$17.00
over 2 inch (51 mm) diameter	\$40.00	\$44.00
11. For initial installation and testing for a reclaimed water system	\$30.00	\$33.00
12. For each annual cross-connection testing of a reclaimed water system (excluding	\$30.00	\$33.00
13. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$50.00	\$55.00
14. For each additional medical gas inlet(s)/outlet(s)	\$5.00	\$6.00
15. Spa & Hot Tubs	\$60.00	Fixtures count + \$84.00/hr plan review
16. Swimming Pool	\$250.00	Fixtures count + \$84.00/hr plan review

### Other Inspections and Fees:

1. Inspections outside of normal business hours	\$47.00	\$84.00 *
2. Re-inspection fee	\$47.00	\$84.00 *
3. Inspections for which no fee is specifically indicated	\$47.00	\$84.00 *
4. Additional plan review required by changes, additions or revisions to approved plans (min. charge one-half hour)	\$47.00	\$84.00 *

\*Building Official Contract fee + 20%



## MECHANICAL PERMIT FEES

Permit Issuance and Heaters:	Current	Proposed
1. For issuing each permit	\$23.50	\$26.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$7.25	\$8.00

### Unit Fee Schedule (Note: the following do not include permit-issuing fee):

#### 1. Furnaces

For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 btu/h (29.3kW)	\$14.80	\$16.00
For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3kW)	\$18.20	\$20.00
For the installation or relocation of each floor furnace, including vent	\$14.80	\$16.00
For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$14.80	\$16.00

#### 2. Appliance Vents

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.25	\$8.00
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#### 3. Repairs or Additions

For the repair of, the alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$13.70	\$15.00
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#### 4. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kW) or each absorption system to and including 1,000,000 BTU/h	\$14.70	\$16.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW) to and including 30 horsepower (105.5kW) or each absorption system over 500,000btu/h (146.6kW) to and including 1,000,000 Btu/h (293.1kW)	\$37.25	\$41.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW) or each absorption system over 1,000,000btu/h (293.1kW) to and including 1,750,000 Btu/h (512.9kW)	\$55.45	\$61.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 Btu/h (512.9kW)	\$92.65	\$102.00

#### 5. Air Handlers

For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto (Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance cooling system, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code)	\$10.65	\$12.00
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For each air-handling unit over 10,000 cfm (4719 L/s)	\$18.10	\$20.00
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#### 6. Evaporative Cooler

For each evaporative cooler other than a portable type	\$10.65	\$12.00
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#### 7. Ventilation and Exhaust

For each ventilation fan connected to a single duct	\$7.25	\$8.00
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For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$10.65	\$12.00
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For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood	\$10.65	\$12.00
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#### 8. Incinerators

For the installation or relocation of each domestic-type incinerator	\$14.50	\$16.00
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For the installation or relocation of each commercial or industrial type incinerator	\$14.50	\$16.00
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#### 9. Gas Piping

Gas piping systems 1-5 outlets		\$15.00
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For each additional gas outlet over 5		\$2.00
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#### 10. Miscellaneous

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no other fee is listed in the table	\$10.65	\$12.00
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#### Other Inspections and Fees:

1. Inspections outside of normal business hours, per hour (min. charge 2 hours)	\$47.50	\$84.00 *
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2. Inspections for which no fee is specifically indicated, per hour (min. charge one-half hour)	\$47.50	\$84.00 *
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3. Revisions to plans or to plans for which an initial review has been completed (min. charge one-half hour)	\$47.50	\$84.00 *
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\*Building Official Contract fee + 20%



**PUBLIC WORKS  
PLAN REVIEW PERMIT FEES**

**Clear, Grade and Fill - Plan Review & Permit Fees**

Plan Review Fee	
Clearing Only	\$70.00
0-50 Cubic Yards	\$130.00
51-100 Cubic Yards	\$240.00
101-1,000 Cubic Yards	\$510.00
1,001-10,000 Cubic Yards	\$760.00
10,001-100,000 Cubic Yards	\$1,000.00
100,001 Cubic Yards and up	\$1,240.00
Permit Fee	\$190.00
Inspection Fee	3% of the total cost of the project

**Civil Plan - Commercial/Multi-family/Short Plat Projects**

	\$470.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
Engineering Plan Review Fee	
Engineering Permit Fee	\$300.00
Inspection Fee	3% of the total cost of the project
As-Built Review Fee	\$200.00
Engineering Alternative Methods Request (per item)	\$250.00

**Civil Plan - Long Plat Projects**

	\$470.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
Engineering Plan Review fee	
Engineering Permit Fee	\$1,370.00
Inspection Fee	3% of the total cost of the project

\*Note 1: Hourly rates will be charged using the current billable rates of City Staff found on page 6 of the fee schedule

## Resolution No. 09-596

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, UPDATING THE CITY'S OFFICIAL FEE SCHEDULE TO AMEND CERTAIN FEES

WHEREAS, as codified in chapter 2.62 of the Black Diamond Municipal Code, the City of Black Diamond has previously authorized and adopted an official schedule of fees that specifies the amounts to be charged for services provided by city employees and their agents; and

WHEREAS, this fee schedule needs to be updated from time to time to ensure that the fees charged for services reflect the city's cost to provide these services; and

WHEREAS, city staff have reviewed the actual administrative costs usually incurred by the city in providing certain types of services, and determined that a reduction in the administrative fee for these services is necessary and appropriate;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND HEREBY RESOLVES AS FOLLOWS:

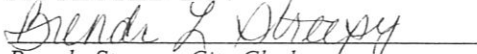
Section 1. The City's official fee schedule, previously adopted by resolution number 09-581, and shown in attached Exhibit B, is hereby amended as shown in attached Exhibit A, both of which are incorporated by reference to this Resolution. Areas where the fee schedule has been changed are highlighted.

RESOLVED this 7<sup>th</sup> day of May, 2009.

CITY OF BLACK DIAMOND

  
Mayor Howard Botts

ATTESTED BY:

  
Brenda Streepy, City Clerk

DATE OF PASSAGE BY THE CITY COUNCIL: 5/7/09

DATE OF FILING WITH THE CITY CLERK: 5/8/09

**2009 FEE SCHEDULE**  
**Adopted 05-07-09**

EXHIBIT B

POLICE	DESCRIPTION	FEE
Animal License		By King County Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Fingerprinting (FBI Fee)	For original permits only	\$19.25
Electronic Monitoring (Per Contract)		
Electronic Monitoring ( Police)	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Application Fee (non-refundable)	\$25.00
	within 20 mile radius	Current IRS Rate
Deposit		\$350.00
Hook Up Fee	One Time Charge	Current IRS Rate
	outside 20 mile radius	
Concealed Weapons Permit	See Fingerprint fees above	
Original	Original Permit, see above	\$55.25
Renewal	Valid Permit Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service		Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense request on Muni Court cases	
	others:	\$0.15
Civil Service Testing	Per Applicant	Contract w/Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Traffic Safety School		\$200.00
Booking Processing Fee	Per booking	Contract Rate
Police Reports	Per Case Reports	\$0.15 per page
Photographs		
Copies	each	\$0.15
Originals	each	\$8.00
Video Tape Reproduction	each	\$50.00
CD Reproduction	each	\$10.00
Audio Tape Reproduction	each	\$10.00
Expurgements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50

**2009 FEE SCHEDULE**  
**Adopted 05-07-09**

EXHIBIT B

STREETS	DESCRIPTION	FEE
<b>FRANCHISE</b>		
Right of Way Use Permit	Incl. 2 Inspect. & 1/2 hr. City Review	\$250.00
Franchise Extra Inspection	1 hour minimum	\$95.00/hour
Franchise Extra City Staff Review	1 hour minimum	\$50.00/hour
Street Cleaning		Cost, plus 10%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
<b>NON-FRANCHISE</b>		
Right of Way Use Permit	Incl. permit, inspect., review	\$500.00
Street Cleaning		Cost, plus 10%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
Public Works Variance	Application and Review Fee	\$1,000.00
	Professional Services	Actual costs plus 10%
Street Signs Charge	Sign Purchase	Actual costs plus 10%
	Installation	Hourly Rates
Street, Alley, City Property	Application Fees	\$750.00
Vacations	Deposit	\$1,000.00
Unauthorized connection	No meter present or bypassing	\$1,200.00
Meter Testing charge		Costs plus actual staff time
Customer Requested Turn Off	After Business Hours	2 Hour Minimum
<b>WATER SERVICE CHARGES</b>		
<b>LIFELINE UTILITY RELIEF RATE</b>	City water, sewer and stormwater only (excluding KC Metro and Soos Creek rates)	50%
<b>DROP IN METER CHARGES</b>		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	Meter cost, plus 10%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs <b>ALL</b> costs, plus deposit Per BDMC 13.04.050	Deposit \$1,000.00
Installation Re-Inspection Fees		Hourly rates, 30 min. minimum
Connection Fee		Per BDMC 13.04.280
Door Hanger Charge, Warning		\$10.00
Door Hanger w/Shut Off		\$20.00
Unpaid Account Reconnect		
Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr. minimum
	Holidays	Double time, 2hr. minimum
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connection Fee, Rental Rate	Deposit \$1,000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00

**2009 FEE SCHEDULE**  
**Adopted 05-07-09**

EXHIBIT B

Water Investigation Certificates		
	Residential	\$100.00
	Multi Family, Commercial	\$200.00
	Industrial, Public Use	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Cost plus 10%
<b><u>VARIOUS SEWER CHARGES</u></b>		
Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates		
	Residential	\$100.00
	Multi-Family, Commercial, Industrial, Public Use	\$200.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00
Side Sewer Re-inspection Fees		Hourly rate, 30 min. minimum
PW Plan Review		
<b>CLEARING AND GRADING</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Clearing and Grading Permit	Permit Fee	\$190.00
	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
Civil Plan Permit	Permit Fee	\$300.00
Commercial/Multi-Family and Short Plat Projects	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
Civil Plan Permit	Permit Fee	\$1,370.00
Long Plat Projects	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
<b><u>ALL UTILITY EMERGENCY CALL OUT CHARGES</u></b>		
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 10%

**2009 FEE SCHEDULE**  
**Adopted 05-07-09**

EXHIBIT B

CEMETERY	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00
Saturday Service - Burial	11 a.m. to 1 p.m.	\$1,000.00
Saturday Service - Cremation	11 a.m. to 1 p.m.	\$250.00
Liner		Actual Cost plus 10%
Liner Setting Fee		\$250.00
Vault		Actual Cost plus 10%
Vault Setting Fee		\$250.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	.15 per square inch
Exhumation		Lesser of \$5,000.00 or Actual Contract Cost
PLANNING, LAND USE	DESCRIPTION	FEE
Preliminary Long Plat Review	Application Fee	\$2,000.00
	Per Lot Charge	\$100.00
	Deposit	\$10,000.00
	Time Extension	\$1,000.00
Final Long Plat	Application Fee	\$1,500.00
	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Binding Site Plan	Application Fee	\$1,500.00
	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Short Plat	Application Fee	\$750.00
	Per Lot Charge	\$100.00
	Deposit	\$1,500.00
Lot Line Adjustments	Residential Application Fee	\$300.00
	Others Non-Residential	\$600.00
	Deposit	\$1,000.00
Mobile Home Park Application	Application Fee	\$5,000.00
	Per Unit Charge	\$50.00
	Deposit	\$2,500.00
Master Plan Development	Application Fee	\$25,000.00
	Deposit	\$75,000.00

**2009 FEE SCHEDULE**  
**Adopted 05-07-09**

EXHIBIT B

Annexation Fees	Deposit	\$10,000.00
	10% Notice of Intent	\$1,000.00
	60% Petition	\$5,000.00
Conditional Use/Special Use Permit	Application Fee	\$800.00
	Deposit	\$1,000.00
Accessory Dwelling Unit	Application Fee	\$250.00
Variance	Single Family	\$300.00
	Others	\$600.00
	Deposit (Non-Single Family Only)	\$1,000.00
Plat Inspections	Construction	Actual Staff Hours
	Deposit	\$5,000.00
Shoreline Exemption Determination	Application Fee	\$100.00
Shorelines Substantial	Application Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Variance	Application Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Conditional Use	Permit Fee	\$500.00
	Deposit	\$1,000.00
Site Plan Review	Residential Application Fee	\$1,000.00
	Deposit	\$2,000.00
	Commercial Application Fee	\$1,500.00
	Deposit	\$3,500.00
Comprehensive Plan Amendment Request	Application Fee	\$1,000.00
	Deposit	\$3,500.00
Rezone Application	Application Fee	\$1,200.00
	Deposit	\$3,500.00
Temporary Watchmans Quarters	1st Six Months	\$275.00
	Seven to Twelve Months	\$525.00
	Thirteen to Eighteen Months	\$1,050.00
	Doubling in succeeding 6 month	\$2,100.00 and up
SEPA Checklist	Checklist w/planning permit	\$400.00
	Additional fee per required study	\$250.00
	Checklist w/o planning permit	\$500.00
	Deposit	\$1,000.00
SEPA Appeals		\$500.00
Appeal on Land Use/Sensitive Areas	Appeal Fee	\$500.00
Environmental Impact Statement	City Preparation Time Charged	Consultant plus 10%
	Deposit	\$75,000.00



**2009 FEE SCHEDULE**  
**Adopted 05-07-09**

EXHIBIT B

Temporary Use Permit	Residential-Permit for first 6 months	\$150.00
	1 six month extension	\$240.00
	(not to exceed 12 total months)	
	All Others-Permit for first 6 months	\$300.00
	1 six month extension	\$400.00
	(not to exceed 12 total months)	
TDR Application		\$250.00
Each TDR Development Credit		\$50.00
U.L.I.D. or L.I.D.	City Costs	Actual costs plus 10%
Tree Permit	Level I	\$250.00
	Level II	\$500.00
Reasonable Use Exception	Application Fee	\$300.00
Sensitive Areas Permit	Application Fee	\$600.00
	Deposit	\$1,000.00
Sensitive Areas Utility Exception	Application Fee	\$750.00
	Deposit	\$1,500.00
Mobile Homes Landing	Landing Permit	Refer to BDMC 18.56.030d
Public Notice Boards	Cost per each required sign	\$100.00
<b>CITY STAFF FEES</b>	<b>DESCRIPTION</b>	<b>FEE PER HOUR</b>
City Administrator	Per Hour	\$75.00
Assistant City Administrator/City Clerk	Per Hour	\$77.00
Deputy City Clerk	Per Hour	\$45.00
Finance Director	Per Hour	\$77.00
Deputy Finance Director	Per Hour	\$60.00
Senior Accountant	Pe Hour	\$25.00
Community Devel. Director	Per Hour	\$60.00
Permit Technician Supervisor	Per Hour	\$50.00
Permit Technician	Per Hour	\$45.00
Economic Devel. Director	Per Hour	\$77.00
Natural Resources	Per Hour	\$71.00
Building Official-Compliance	Per Hour	Per Contract + 10%
Public Works Director	Per Hour	\$75.00
Utilities Supervisor	Per Hour	\$74.00
Utility Operator	Per Hour	\$45.00
Utility Worker	Per Hour	\$41.00
Facilities Coordinator	Per Hour	\$50.00
Construction Inspection	Per Hour	\$95.00
Police Chief	Per Hour	\$86.00
Police Officer w/vehicle	Per Hour	\$85.00
Police Officer w/o vehicle	Per Hour	\$60.00
City Planner	Per Hour	\$48.00
Clerical Staff	Per Hour	\$25.00
City Engineer		Per Contract + 10%
City Attorney		Per Contract + 10%
Landscape Architect		Per Contract + 10%
Consultant Planner		Per Contract + 10%
Other Consult. or Contractors		Per Contract + 10%
Contract Administration		Per Contract + 10%
Hearing Examiner		Per Contract + 10%



**2009 FEE SCHEDULE**  
**Adopted 05-07-09**

EXHIBIT B

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

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

The deposit is used to cover actual staff cost, engineering, and /or other professional consultant costs plus 10%

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

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

BUILDING DEPARTMENT	DESCRIPTION	FEE
Building Permits		\$ Based on Currently Adopted
Plan Check Fees		Uniform Building Code, Uniform
Plumbing & Mechanical Fees		Plumbing Code and
Others		Uniform Mechanical Code
		and Uniform Fire Code
<b>BUILDING APPLICATION FEES</b>		
Building Valuation Chart	Project Valuation determines permit fee	See page 10
New Single Family Res. Review	Deposit	Plan Check Fee (65% permit fee)
Building- addition, repair, alteration (including decks & out-blds)	Deposit	Plan Check Fee (65% permit fee)
Commercial/Multi-family Bldg.	Deposit	Plan Check Fee (65% permit fee)
Demo - SFR, out-building etc.		Permit Fee 120.00 + 1,000.00 Dep.
Relocation Permit	incl mfg home	\$200.00
Plumbing Fee List	Flat fee plus fixture fee	See page 11
Mechanical Fee List	Flat fee plus fixture fee	See page 12 and page 13
Fire Sprinkler/Alarm System	permit fee	\$120.00
Fire Sprinkler/Alarm System Review	plan review & inspection fee	per contract + 10%
Driveway (stand alone)	expansion & new	\$200.00
Residential LPG Tanks	Base Fee	\$120.00
	Tank Under 125 gallons, add.	\$45.00
	126 to 500 gallons, additional	\$70.00
	501 gallons and up, additional	\$95.00
	Each 500 gallons additional	\$120.00
<b>BUSINESS LICENSE</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Empolyess 0-50		Initial Fee \$70 Renewal \$60
Employees 51-100		Initial Fee \$130 Renewal \$120
Employees 101 or more		Initial Fee \$210 Renewal \$200
Duplicate Business License		\$10.00
Penalty, Late Payment	Feb 1 - 28, 2009	\$10.00
	Mar 1 - 31, 2009	\$20.00
	April 1 -30, 2009	\$30.00
	May 1 and after	Double Renewal Fee

**2009 FEE SCHEDULE**  
**Adopted 05-07-09**

EXHIBIT B

<b>SPECIAL LICENSES</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Carnivals, circus and shows	Per Event	\$50.00
Cabaret	Per Event	\$75.00
	Per Year	\$150.00
Solicitors and Mobile Vendors	Per Day	\$15.00
	Per Month	\$50.00
	Per Year	\$150.00
Amusement Devices	Per Machine, per year	\$25.00
Adult Entertainment License	Per Establishment	\$1,000.00
	Operator License	\$100.00
	Employees License	\$50.00
Pawnbrokers	Yearly License	\$100.00
Firearms Dealers License	Federal Firearms License, yearly	\$250.00
Outdoor Advertising		See Sign Ordinance
Temp. Fireworks Stand	Permit	\$100.00
	Removal Bond	\$750.00
<b>MISC. FEES/PLAN COPIES</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Photocopying	Per Page	\$0.15
Duplication Audio Tapes CD's	Per TapeCD	\$10.00
Notary Public Work		\$10.00
Return Check Fee/Credit Card Denial		\$35.00
Return Check Fee plus Door Hanger For Utility Payments		\$45.00
Computer Printout List	Set Up Fee	\$25.00
	1st 100 pages of Printout	\$0.20
	All Additional Pages	\$0.20
City of Black Diamond Maps		\$5.00
Black Diamond Zoning Map		\$10.00
Zoning Ordinance		\$50.00
Comprehensive Plan		\$85.00
Water Comp. Plan		\$80.00
Sewer Comp. Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00

**2009 FEE SCHEDULE**  
**Adopted 05-07-09**

EXHIBIT B

Stormwater Ordinance		\$25.00
BD Design Standards+Guidlines		\$50.00
- Each Section		\$10.00
<b>TYPE OF SIGN</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Wall Sign, non electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$100.00, \$150.00, \$200.00
Wall Sign, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$120.00, \$170.00, \$220.00
Ground, nonelectric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$140.00, \$190.00, \$240.00
Ground, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$160.00, \$210.00, \$260.00
All signs less than 25 sq feet		\$90.00
Change of sign, all sizes		\$90.00
Variance application		Per Fee Schedule
Sign Permit Review	Per Hour	\$47.00
Temporary Sign		\$5.00

## PLUMBING PERMIT FEES

Permit Issuance	Current	Proposed
1. For issuing each permit	<del>\$20.00</del>	\$22.00
2. For issuing each supplemental permit	<del>\$10.00</del>	\$11.00

**Unit Fee Schedule (note the following do not include permit-issuing fee):**

1. For each additional plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and back flow protection thereof)	<del>\$7.00</del>	\$8.00
2. For each building sewer and each trailer park sewer	<del>\$15.00</del>	\$17.00
3. Rainwater systems - per drain (inside building)	<del>\$7.00</del>	\$8.00
4. For each water heater and/or vent	<del>\$7.00</del>	\$8.00
5. For each industrial waste pretreatment interceptor including its trap and vent except kitchen-type grease interceptors functioning as fixture traps	<del>\$7.00</del>	\$8.00
6. For each installation, alteration or repair of water piping and/or water treatment, each	<del>\$7.00</del>	\$8.00
7. For each repair or alteration of a drainage or vent piping, each fixture	<del>\$7.00</del>	\$8.00
8. For each lawn sprinkler system on any one meter including back flow protection devices thereof	<del>\$7.00</del>	\$8.00
9. For atmospheric-type vacuum breakers not included in item 12:		
1 to 5	<del>\$5.00</del>	\$6.00
over 5, each	<del>\$1.00</del>	\$1.00
10. For each backflow protective device other than atmospheric type vacuum breakers:		
2 inch (51 mm) diameter and smaller	<del>\$15.00</del>	\$17.00
over 2 inch (51 mm) diameter	<del>\$40.00</del>	\$44.00
11. For initial installation and testing for a reclaimed water system	<del>\$30.00</del>	\$33.00
12. For each annual cross-connection testing of a reclaimed water system (excluding	<del>\$30.00</del>	\$33.00
13. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	<del>\$50.00</del>	\$55.00
14. For each additional medical gas inlet(s)/outlet(s)	<del>\$5.00</del>	\$6.00
15. Spa & Hot Tubs	<del>\$60.00</del>	Fixtures count + \$84.00/hr plan review
16. Swimming Pool	<del>\$250.00</del>	Fixtures count + \$84.00/hr plan review

**Other Inspections and Fees:**

1. Inspections outside of normal business hours	<del>\$47.00</del>	\$84.00 *
2. Re-inspection fee	<del>\$47.00</del>	\$84.00 *
3. Inspections for which no fee is specifically indicated	<del>\$47.00</del>	\$84.00 *
4. Additional plan review required by changes, additions or revisions to approved plans (min. charge one-half hour)	<del>\$47.00</del>	\$84.00 *

\*Building Official Contract fee + 20%

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$ 1.00 TO \$500.00	<del>\$23.50</del> \$26.00
\$501.00 TO \$2,000.00	<del>\$23.50</del> \$26.00 for the first \$500.00 plus <del>\$3.05</del> \$3.35 for each additional \$100.00, or fraction thereof,
\$2,001.00 TO \$25,000.00	<del>\$69.25</del> \$76.20 for the first \$2,000.00 plus <del>\$14.00</del> \$15.40 for each additional \$1,000.00, or fraction
\$25,001.00 TO \$50,000.00	<del>\$391.25</del> \$430.40 for the first \$25,000.00 plus <del>\$10.10</del> \$11.10 for each additional \$1,000.00, or fraction
\$50,001.00 TO \$100,000.00	<del>\$643.75</del> \$708.20 for the first \$50,000.00 plus <del>\$7.00</del> \$7.70 for each additional \$1,000.00, or fraction
\$100,001.00 TO \$500,000.00	<del>\$993.75</del> \$1093.20 for the first \$100,000.00 plus <del>\$5.60</del> \$6.15 for each additional \$1,000.00, or fraction
\$500,001.00 TO \$1,000,000.00	<del>\$3,233.00</del> \$3556.30 for the first \$500,000.00 plus <del>\$4.75</del> \$5.25 for each additional \$1,000.00, or
\$1,000,001.00 AND UP	<del>\$5608.75</del> \$6169.65 for the first \$1,000,000.00 plus <del>\$3.65</del> \$4.05 for each additional \$1,000.00, or
Other Inspections and Fees:	
1. Inspections outside of normal business hours ..... per hour' (Minimum charge - two hours)	<del>\$119.03</del> \$100.00
2. Re-Inspection fees ..... per assessment'	<del>\$104.15</del> \$75.00
3. Inspections for which no fee is specifically indicated ..... per hour' (Minimum charge - one hour)	<del>\$104.15</del> \$75.00
4. Additional plan review due to additions or revisions to plans ..... per hour' (Minimum charge - one hour)	<del>\$104.15</del> \$84.00
5. Additional plan review due to Deferred Submittals ..... per hour' (Minimum charge - 1 hour)	<del>\$104.15</del> \$84.00
6. For use outside consultants for plan checking and Inspections or both	Actual cost + 20%
7. Plan review shall be 65% of the permit fee when required,	
Public Improvement Projects Fee Wavier. The city administrator may, in his discretion, waive any or all of the permit fees required under the International Building Code and any amendments thereto, for any public improvement project for which the city is providing some or all of the funding for said project.	

'Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

## MECHANICAL PERMIT FEES

### Permit Issuance and Heaters:

	Current	Proposed
1. For issuing each permit	<del>\$23.50</del>	\$26.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	<del>\$7.25</del>	\$8.00

### Unit Fee Schedule (Note: the following do not include permit-issuing fee):

#### 1. Furnaces

For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 btu/h (29.3kW)	<del>\$14.80</del>	\$16.00
For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3kW)	<del>\$18.20</del>	\$20.00
For the installation or relocation of each floor furnace, including vent	<del>\$14.80</del>	\$16.00
For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	<del>\$14.80</del>	\$16.00

#### 2. Appliance Vents

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	<del>\$7.25</del>	\$8.00
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#### 3. Repairs or Additions

For the repair of, the alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	<del>\$13.70</del>	\$15.00
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#### 4. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kW) or each absorption system to and including 1,000,000 BTU/h	<del>\$14.70</del>	\$16.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW) to and including 30 horsepower (105.5kW) or each absorption system over 500,000btu/h (146.6kW) to and including 1,000,000 Btu/h (293.1kW)	<del>\$37.25</del>	\$41.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW) or each absorption system over 1,000,000btu/h (293.1kW) to and including 1,750,000 Btu/h (512.9kW)	<del>\$55.45</del>	\$61.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 Btu/h (512.9kW)	<del>\$92.65</del>	\$102.00

#### 5. Air Handlers

For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto (Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance cooling system, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code)	<del>\$10.65</del>	\$12.00
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For each air-handling unit over 10,000 cfm (4719 L/s)	\$18.10	\$20.00
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#### 6. Evaporative Cooler

For each evaporative cooler other than a portable type	\$10.65	\$12.00
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#### 7. Ventilation and Exhaust

For each ventilation fan connected to a single duct	\$7.25	\$8.00
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$10.65	\$12.00
For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood	\$10.65	\$12.00

#### 8. Incinerators

For the installation or relocation of each domestic-type incinerator	\$14.50	\$16.00
For the installation or relocation of each commercial or industrial type incinerator	\$14.50	\$16.00

#### 9. Gas Piping

Gas piping systems 1-5 outlets		\$15.00
For each additional gas outlet over 5		\$2.00

#### 10. Miscellaneous

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no other fee is listed in the table	\$10.65	\$12.00
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#### Other Inspections and Fees:

1. Inspections outside of normal business hours, per hour (min. charge 2 hours)	\$47.50	\$84.00 *
2. Inspections for which no fee is specifically indicated, per hour (min. charge one-half hour)	\$47.50	\$84.00 *
3. Revisions to plans or to plans for which an initial review has been completed (min. charge one-half hour)	\$47.50	\$84.00 *

\*Building Official Contract fee + 20%



**PUBLIC WORKS  
PLAN REVIEW PERMIT FEES**

**Clear, Grade and Fill - Plan Review & Permit Fees**

Plan Review Fee	
Clearing Only	\$70.00
0-50 Cubic Yards	\$130.00
51-100 Cubic Yards	\$240.00
101-1,000 Cubic Yards	\$510.00
1,001-10,000 Cubic Yards	\$760.00
10,001-100,000 Cubic Yards	\$1,000.00
100,001 Cubic Yards and up	\$1,240.00
Permit Fee	\$190.00
Inspection Fee	3% of the total cost of the project

**Civil Plan - Commercial/Multi-family/Short Plat Projects**

	\$470.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
Engineering Plan Review Fee	
Engineering Permit Fee	\$300.00
Inspection Fee	3% of the total cost of the project
As-Built Review Fee	\$200.00
Engineering Alternative Methods Request (per item)	\$250.00

**Civil Plan - Long Plat Projects**

	\$470.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
Engineering Plan Review fee	
Engineering Permit Fee	\$1,370.00
Inspection Fee	3% of the total cost of the project

\*Note 1: Hourly rates will be charged using the current billable rates of City Staff found on page 6 of the fee schedule

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Ordinance No. 09-907, amending the 2009 Budget Ordinance No. 08-888, to reflect changes in Revenues and Expenditures</b>	<b>Agenda Date: May 21, 2009</b>		<b>AB09-059</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller	X	
	Public Works – Seth Boettcher		
	Police – Jamey Kiblinger		
	Court – Kaaren Woods		
Cost Impact: \$2,311,087	Community Develop.- Steve Pilcher		
Fund Source: \$2,311,087 Revenue	Economic Develop.- Andy Williamson		
Timeline:			
<b>Attachments: Ordinance 09-907 and supporting documents</b>			
<b>SUMMARY STATEMENT:</b>  <p>Washington State law requires that municipal budgets be amended by the City Council when Expenditures are higher than budgeted amounts, or when budget authority is exhausted from any particular fund at mid-year and/or year-end. This Ordinance includes many items previously approved by Council, but now consolidated into one budget change.</p> <p>This technical housekeeping budget change adds an additional \$834,514 or 37% to the original 2009 budget for Council approved budget changes for contractors and/or carryover contracts and Capital Improvement Projects. An additional \$650,507 relates to carry over Funding Agreement Consultant contracts, primarily the Parametrix EIS/SEPA contract which has a \$558,332 balance remaining.</p> <p>Due to the slowdown in the economy and the current loss of revenue in the General Fund, a portion of the budget change includes a budget reduction of General Fund revenues for Sales Tax, State Assistance, Interest Income and Master Plan Development revenue which totals \$127,372. This revenue reduction is offset by the Mayors expenditure budget cuts in salaries and benefits for 10 furlough days plus the Police Union Officers pay reduction. Expenditures were also reduced for travel and training in nearly all General Fund departments plus several line item reductions. Also, expenditures were reduced due to retirement rate decreases which will be effective July 1, 2009 and reductions of the General Fund health costs by the \$50.00 per month contribution from employees, which began in January of this year, but had not been previously included.</p> <p>Another budget change is for the Stormwater Fund due to recent rate reductions in both revenue and expenditures.</p> <p>The General Fund also includes technical corrections to more accurately reflect the actual time</p>			

spent by Police Officers doing criminal justice and marine patrol. This will streamline the accounting and is included here as a reference as there is no monetary change in budget dollars.

The final element of the budget change is an adjustment to the beginning fund balance in each Fund to equal the actual amount of cash and investment the City held on January 1, 2009. This is a housekeeping measure which will allow everyone to better understand the City's cash position when we begin the 2010 budget process later this year.

Lastly, the 2009 Salary Schedule is being amended to include the newly created positions of part-time Capital Project Manager and City Attorney.

COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed the Budget Adjustment Ordinance May 18, 2009.

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. 09-907, amending the 2009 Budget Ordinance No. 08-888 to reflect changes in revenues and expenditures.**

#### **RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 21, 2009		

ORDINANCE NO. 09-907

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING THE BUDGET FOR CALENDAR YEAR 2009 AS ADOPTED BY ORDINANCE NO. 08-888 BY MEANS OF APPROPRIATIONS, ADJUSTMENTS AND TRANSFERS WITHIN VARIOUS FUNDS IN ACCOUNTS IN THE 2009 BUDGET AND AMENDING THE 2009 SALARY SCHEDULE

WHEREAS, the amounts of dollars actually received within the accounts of various funds in the 2009 budget vary from the amounts set forth in Ordinance No. 08-888; and

WHEREAS, it is necessary to make adjustments to those accounts and/or funds by means of appropriation adjustments and transfers prior to closing the books on the 2009 Budget; and

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

Section 1. Section 2 of Ordinance No. 08-888 is hereby amended with the following additions and reductions:

<b>Fund #</b>	<b>Fund Title</b>	<b><i>Budget Change May-09</i></b>
<b>Fund 001</b>	<b>General Fund</b>	1,305,489
<b>Fund 002</b>	<b>Fire Equipment Reserve Fund</b>	240
<b>Fund 101</b>	<b>Street Fund</b>	(21,550)
<b>Fund 102</b>	<b>Street Equipment Reserve Fund</b>	725
<b>Fund 104</b>	<b>REET I</b>	8,090
<b>Fund 105</b>	<b>REET 2</b>	8,207
<b>Fund 122</b>	<b>Criminal Justice</b>	105,461
<b>Fund 310</b>	<b>General Govt CIP Fund</b>	367,306
<b>Fund 320</b>	<b>Street CIP Fund</b>	540,885
<b>Fund 401</b>	<b>Water Fund</b>	37,782
<b>Fund 402</b>	<b>Water Supply Facility Fund</b>	85,588
<b>Fund 404</b>	<b>Water Capital Fund</b>	150,425
<b>Fund 407</b>	<b>Wastewater Fund</b>	(7,885)
<b>Fund 408</b>	<b>Wastewater Capital Fund</b>	(278,786)
<b>Fund 410</b>	<b>Stormwater Fund</b>	9,110
<b>Total</b>		<b><u>\$2,311,087</u></b>

Section 2. Section 3 of Ordinance No. 08-888 is hereby amended to include the revised Salary Schedule as shown in Exhibit A.

Section 3. This ordinance shall be in full force and effect five days after its passage, approval, positing and publication in summary form as provided by law.

Introduced this 21<sup>st</sup> day of May, 2009.

Passed by a majority of the City Council at a meeting held on the 21<sup>st</sup> day of May, 2009.

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Mayor Howard Botts

Attest:

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Brenda L. Martinez

APPROVED AS TO FORM:

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Loren D. Combs, City Attorney

Published: \_\_\_\_\_

Posted: \_\_\_\_\_

Effective Date: \_\_\_\_\_

<b>2009 Salary Schedule</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>5 &amp; On</b>
City Administrator*	9,161	9,459	9,913	10,271	10,634
Assistant City Administrator	7,875	8,269	8,663	9,056	9,450
Court Administrator	5,775	6,038	6,300	6,563	6,825
Court Clerk	3,150	3,413	3,675	3,938	4,200
Economic Development Director	7,350	7,744	8,138	8,531	8,925
Stewardship Director	7,350	7,744	8,138	8,531	8,925
<b>City Attorney</b>	<b>8,000</b>	<b>8,400</b>	<b>8,820</b>	<b>9,261</b>	<b>9,724</b>
City Clerk	7,350	7,744	8,138	8,531	8,925
Deputy City Clerk	4,410	4,719	5,027	5,336	5,644
Finance Director	7,350	7,744	8,138	8,531	8,925
Deputy Finance Director**	6,500	6,875	7,250	7,625	8,000
Utility Clerk	3,150	3,413	3,675	3,938	4,200
Senior Accountant 75% (hourly)	25.28	26.55	27.87	29.27	30.73
Accountant 1 Journey (hourly)	16.28	17.09	17.94	18.84	19.78
Administrative Assistant 2	3,150	3,413	3,675	3,938	4,200
Administrative Assistant 1	2,310	2,494	2,678	2,861	3,045
Information Services Manager	6,825	7,219	7,613	8,006	8,400
Police Chief	9,182	9,496	9,811	10,126	10,490
Police Commander	7,860	8,122	8,384	8,646	8,948
Police Sergeant	6,749	6,951	7,152	7,353	7,554
Senior Police Officer	5,466	5,696	5,926	6,157	6,418
Police Officer	4,345	4,663	4,916	5,170	5,345
Police Records Coordinator	4,410	4,719	5,027	5,336	5,644
Police Clerk 62.5% (hourly)	14.75	16.18	17.61	18.61	20.45
Facilities Equipment Coordinator	4,410	4,719	5,027	5,336	5,644
Human Resources Director	7,350	7,744	8,138	8,531	8,925
Community Development Director	7,350	7,744	8,138	8,531	8,925
Permit Technician Supervisor	5,775	6,038	6,300	6,563	6,825
Permit Technician	4,410	4,719	5,027	5,336	5,644
Compliance Officer	4,410	4,719	5,027	5,336	5,644
Senior Planner	5,249	5,511	5,787	6,076	6,380
Planner	4,410	4,719	5,027	5,336	5,644
Associate Planner	4,394	4,614	4,845	5,087	5,341
Assistant Planner	4,099	4,304	4,519	4,745	4,982
Building Official	6,825	7,219	7,613	8,006	8,400
Parks Department Director	7,350	7,744	8,138	8,531	8,925
Public Works Director	7,350	7,744	8,138	8,531	8,925
Utilities Supervisor	6,825	7,219	7,613	8,006	8,400
<b>Capital Project Manager (hourly)</b>	<b>32.00</b>				
Public Utilities Operator	4,620	4,700	4,792	4,884	4,976
Utility Worker	3,257	3,572	3,887	4,202	4,538
Utility Worker Seasonal (hourly)	12.98				



**City of Black Diamond, Washington**  
**May 2009 Budget Adjustment Summary**

Supporting Document

	<b>2009 Adopted Budget 08-888</b>	<b>Ordinance 09-907 Budget Adjustment May 2009</b>	<b>Grand Total 2008 Budget</b>
Fund 001	5,069,461	1,305,489	6,374,950
Fund 002	56,843	240	57,083
Fund 101	585,635	(21,550)	564,085
Fund 102	164,500	725	165,225
Fund 104	988,664	8,090	996,754
Fund 105	1,155,939	8,207	1,164,146
Fund 122	130,550	105,461	236,011
Fund 310	523,200	367,306	890,506
Fund 320	1,895,000	540,885	2,435,885
Fund 401	1,474,455	37,782	1,512,237
Fund 402	1,402,000	85,588	1,487,588
Fund 404	702,000	150,425	852,425
Fund 407	818,009	(7,885)	810,124
Fund 408	1,665,400	(278,786)	1,386,614
Fund 410	401,052	9,110	410,162
<b>Total</b>	<b><u>17,032,708</u></b>	<b><u>2,311,087</u></b>	<b><u>19,343,795</u></b>

# City of Black Diamond, Washington

## Supporting Document

### May 2009 Budget Change

		Type of Change	BFB & Revenue	Expenditures
<b>General Fund</b>	<b>001</b>			
Court	Court capital (computer/furniture) carryover	Carryover		1,395
Legal	Legal for Police contract	Carryover		3,461
Court & Legal	Reduce Ending Fund Balance	Carryover		(5,453)
Parks & Rec	50th Party carryover (offset by calendar sales)	Carryover	1,275	1,872
Nestle Study	Nestle carryover (REV of 25k in 404)	Carryover		20,031
Nestle Study	Nestle Revenue Reimb	Carryover	20,031	
General Fund Employees	10 Day - all city nonunion furlough	Mayor's Budget Cuts		(28,472)
Police Union	Police Union Wage Cuts	Mayor's Budget Cuts		(18,000)
All GF Departments	Travel, Training and new paper contract	Mayor's Budget Cuts		(13,900)
Court	Cut Shredding and security costs	Mayor's Budget Cuts		(6,500)
Police Department	GF portion of firearms/gas reduction/single cover	Mayor's Budget Cuts		(27,200)
Natural Resources	Cut invasive plant prgm and plotter maintenance	Mayor's Budget Cuts		(5,300)
All GF Departments	Retirement rate reduction in July	Mayor's Budget Cuts		(15,000)
All GF Departments	January Medical Insurance Copay by employees	Mayor's Budget Cuts		(13,000)
General Fund	Reduce Sales Tax from 280,000 to 224,000	Mayor's Budget Cuts	(56,000)	
General fund	Reduce State Assistance from 80,000 to 55,000	Mayor's Budget Cuts	(25,000)	
General Fund	Reduce Investment Interest from 35,000 to 17,000	Mayor's Budget Cuts	(18,000)	
General Fund	Reduce MPD Revenue	Mayor's Budget Cuts	(28,372)	
<b>Funding Agreement</b>	<b>001</b>			
MPD EIS	YarrowBay MPD Agreement-Reimb	09-580	14,650	
MPD EIS	Parametrix - EIS trans study for MPD	09-580		14,650
YarrowBay	Reduce F/A legal from 175,000 to 116,225	Adjustment	(58,775)	(58,775)
YarrowBay	YarrowBay Funding Agreement carryover-Rev	Carryover	136,300	
Software	Finance software/hardware	Carryover		72,000
Software	General Government Software	Carryover		4,500
Software	Permit Software (billed Dec, paid in Jan)	Carryover		27,225
Studies	Weinman Zoning Code carryover	Carryover		2,911
Studies	Berk Capital Facilities Plan carryover	Carryover		15,659
Studies	Jones Comp Plan Update carryover	Carryover		14,005
MPD EIS	YarrowBay MPD Agreement=Reimb	Carryover	558,332	
MPD EIS	YarrowBay EIS carryover	Carryover		558,332
Budget Cuts	10 Day Furlough - Funded positions	Mayor's Budget Cuts		(46,162)
	Funding Agree reduce Fund Agree Revenue	Mayor's Budget Cuts	(46,162)	
Police Department	Move Officer Criminal Justice to GF Police	Other		102,223
Police Department	Transfer CJ Funds to Gen Fund for CJ Officer	Other	102,223	
Police Department	Adjust Marine Patrol budget for Sal & Bene to Act	Other		
Police Department	Adjust Sal & Ben. To move from Marine to patrol	Other		102,223
Police Department	Adjust Sal & Ben. To move from Marine to patrol	Other		(102,223)
Police Department	Allocate portion of police position to Marine	Other		18,240
Police Department	Credit Patrol for Marine Allocation	Other		(18,240)
<b>Adjust beginning fund balance to actual</b>			704,987	
<b>Adjust Ending fund balance to Estimate</b>				704,987
<b>Total General Fund</b>			<b>1,305,489</b>	<b>1,305,489</b>

# City of Black Diamond, Washington

Supporting Document

## May 2009 Budget Change

			Type of Change	BFB & Revenue	Expenditures
Fire Equip Reserve	002	Adjust Beginning fund balance to actual		240	
		Adjust ending fund balance to Estimate			240
<b>Total Fire Equipment Reserve Fund</b>				<b>240</b>	<b>240</b>
Street Fund	101				
		Trnfsr to Ginder Creek repair (received grant)	09-584		10,778
		10 Day Furlough - Budget Cut	Mayor's Budget Cuts		(1,581)
		Adjust Beginning Fund balance to Actual		(21,550)	
		Adjust ending fund balance to Estimate			(30,747)
<b>Total Street Fund</b>				<b>(21,550)</b>	<b>(21,550)</b>
Street Equip Reserve	102	Adjust Beginning Fund Balance to Actual		725	
		Adjust Ending Fund Balance to Estimate			725
<b>Total Street Equip Reserve</b>				<b>725</b>	<b>725</b>
REET 1	104	Adjust Beginning Fund Balance to actual		8,090	
		Adjust ending fund balance to Estimate			8,090
<b>Total REET 1</b>				<b>8,090</b>	<b>8,090</b>
REET 2	105	Transfer to RR Ave Project for Soil	09-585		7,998
		Adjust Beginning Fund Balance to Actual		8,207	
		Adjust ending Fund balance to Estimate			209
<b>Total REET 2 Fund</b>				<b>8,207</b>	<b>8,207</b>
Criminal Justice	122	<b>Criminal Justice Fund</b>			
		Transfer to GF sal and ben for 1 officer			102,223
		Move Sal and ben to Gen Fund for 1 Officer			(102,223)
		Carryover for K9 program	Carryover		1,372
		Adjust Beginning fund Balance to Actual		105,461	
		Adjust Ending fund Balance to Estimate			104,089
<b>Total Criminial Justice Fund</b>				<b>105,461</b>	<b>105,461</b>
Gen Govt Capital	310	<b>General Govt Capital Projects</b>			
		Adjust Beginning Fund Balance to Actual		369,306	
Trails Projects		2009 Undesignated Trail Plans	09-587		(19,120)
Trails Projects		Trails - Beckwith Plan	09-587		19,120
Boat Launch		King County Cons. Dist. Grant for Boat Launch	09-595	(10,000)	
Boat Launch		Boat Launch Grant reduce from 40 to 30	09-595		(10,000)
Boat Launch		Gen Fund Transfer in carryover for Boat Launch	Carryover		25,337
City Hall and Police		City Hall and Police building upgrade carryover	Carryover		60,000
Metal Bldg		Metal Building upgrade	Carryover		30,000
Police Tech		Police Records System	Carryover		159,000
Police Tech		Police Records Maintenance	Carryover		41,000
Police Tech		Police Laptops	Carryover		28,000
Police Tech		Police Tech Other	Carryover		17,000
City Technology		Court Tech	Carryover		1,025
Trails Projects		King County shared Tax for trails carryover	Carryover		7,904
Trails Projects		Add 2009 King County Trails tax revenue	Correction	8,000	8,000
		Adjust ending Fund Balance to Estimate			40
<b>Total Government Capital Projects Fund</b>				<b>367,306</b>	<b>367,306</b>

# City of Black Diamond, Washington

Supporting Document

## May 2009 Budget Change

			Type of Change	BFB & Revenue	Expenditures
<b>Street Capital Projects</b>	<b>320</b>	<b>Street Capital Projects Fund</b>			
		Adjust Beginning Fund Balance to Actual		108,509	
<b>Street Preservation</b>		Street Preservation	Carryover		30,000
<b>Ginder Road Repair</b>		Ginder Reduce 25k trf in to 10,778 due to grant	09-584	10,778	
		FEMA Grant for Ginder Creek	09-584	15,000	
		Ginder Creek Repair adjustment	09-572		25,778
<b>Morg Crk Sidewalk</b>		TIB Grant for Morgan St Sidewalk (from 120k to 170k)	08-567	50,000	
		CDBG Grant for Morgan St Sidewalk	08-567	363,600	
		Morgan Street Sidewalk	08-567		413,600
<b>Railroad Ave Project</b>		TIB Grant reduction (should be FEMA)	Adjustment	(15,000)	(15,000)
		Grant Match Cash Carryover	Carryover		56,458
		Water Capital	Carryover		20,000
		Transfer in from 105 REET 2	09-585	7,998	
		RR Ave Water Main Parametrix soil assist	09-585		7,998
		Adjust Ending Fund Balance to Estimate			2,051
<b>Total Street Capital Projects Fund</b>				<b>540,885</b>	<b>540,885</b>
<b>Water</b>	<b>401</b>	<b>Water</b>			
		Adjust Beginning Fund Balance to Actual		37,782	
		10 Day Furlough - Budget Cut	Mayor's Budget Cuts		(3,348)
		Adjust Ending Fund Balance to Estimate			41,130
<b>Total Water Fund</b>				<b>37,782</b>	<b>37,782</b>
<b>WSFFA</b>	<b>402</b>	<b>WSFFA</b>			
		Adjust Beginning Fund Balance to Actual		19,105	
		Developer Contribution Carryover	Carryover	63,795	
		Springs Project #3 Engineering Ph 1	Carryover		63,795
		Water Rate Study-Deve Contribution	Carryover	2,688	2,688
		Adjust Ending Fund Balance to Estimate			19,105
<b>Total WSFFA Fund</b>				<b>85,588</b>	<b>85,588</b>
<b>Water Capital Fund</b>	<b>404</b>	<b>Water Capital Fund</b>			
		Adjust Beginning Fund Balance to Actual		150,425	
<b>Water Sys Plan</b>		Water System Plan Carryover	Carryover		38,756
<b>Water Comp Plan</b>		Water Comp Plan Carryover	Carryover		13,565
<b>Water System Design</b>		Water System Design	Carryover		45,973
		Adjust Ending Fund Balance to Estimate			52,131
<b>Total Water Capital Fund</b>				<b>150,425</b>	<b>150,425</b>
<b>Wastewater</b>	<b>407</b>	<b>Wastewater</b>			
		Adjust beginning Fund Balance to Actual		(7,885)	
		10 Day Furlough - Budget Cut	Mayor's Budget Cuts		(3,348)
		Adjust Ending fund Balance			(4,537)
<b>Total Wastewater Fund</b>				<b>(7,885)</b>	<b>(7,885)</b>

# City of Black Diamond, Washington

Supporting Document

## May 2009 Budget Change

		Type of Change	BFB & Revenue	Expenditures
<b>Wastewater Capital Fund 408</b>	<b>Wastewater Capital Fund</b>			
	Adjust Beginning Fund balance to Actual		(278,786)	
<b>Soos Legal</b>	Soos Creek Legal Services Carryover	Carryover		30,000
<b>Infiltration Infillo</b>	Infiltration Inflow Project	Carryover		10,000
<b>Manhole Replacement</b>	Manhole Replacement	Carryover		10,000
<b>Sewer Comp Plan</b>	Sewer Comp Plan	09-599		31,100
	Loan to Stormwater Fund	09-902		50,000
	Adjust Ending Fund Balance to Estimate			(409,886)
<b>Total Wastewater Capital Fund</b>			<b>(278,786)</b>	<b>(278,786)</b>
<b>Stormwater Fund 410</b>	<b>Stormwater Fund</b>			
	Adjust Beginning Fund Balance to Actual		2,110	
	Stormwater Comp Plan - PacWest	Carryover		81,074
	DOE Grant	Carryover	75,000	
	Stormwater Rate Reduction	09-901	(118,000)	
	Reduce Transfer to Equip Reserve	09-901		(10,000)
	Reduce Utility Tax	09-901		(7,000)
	Loan from Wastewater	09-902	50,000	
	10 Day Furlough - Budget Cut	Mayor's Budget Cuts		(3,348)
	Adjust Ending Fund Balance to Estimate			(51,616)
<b>Total Stormwater Fund</b>			<b>9,110</b>	<b>9,110</b>
<b>Grand Total Budget Change</b>			<b>2,311,087</b>	<b>2,311,087</b>

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Resolution No. 09-604, authorizing the Mayor to execute a contract with Parametrix to provide the necessary engineering services for the watermain replacement project</b>	<b>Agenda Date: May 21, 2009</b>		<b>AB09-060</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	Asst. City Attorney – Tom Guilfoil		<b>X</b>
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	<b>X</b>	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$38,850	Court – Kaaren Woods		
Fund Source: Federal Grant	Comm. Dev. – Steve Pilcher		
Timeline: Project Completion September 2009			
<b>Attachments: Resolution No. 09-604, Contract, Map, Funding Application</b>			
<b>SUMMARY STATEMENT:</b> <p>The City received a Congressional Grant to be administered through Housing and Urban Development for “engineering and construction of a replacement water main and improvements to pumping facilities serving the Black Diamond water service area.” Dan Dal Santo has taken the project through the NEPA process and is very near the release of funds for this grant. Through the NEPA process we have refined the scope as the <u>replacement of the water transmission main across the In City Forest.</u></p> <p>This project must be complete and a final bill sent to Housing and Urban Development before September 23<sup>rd</sup> and processed before September 30<sup>th</sup>. This is a very short time frame to complete this project. In anticipation of the NEPA completion we have selected Parametrix through an evaluation of the firms that submitted on our 2008/2009 advertisement for engineering services. We selected four firms to submit brief proposals, out of that process we selected two firms to interview and then selected Parametrix to provide engineering services for this project.</p> <p>City Attorney Combs has sent a letter notifying the Water Systems and Facilities Funding Agreement Partners of the work contemplated with this grant funding. Copy is attached.</p> <p>Rick Shannon was recently hired as a part time employee to assist the City with capital project management. Rick will provide most of the inspection and project administration during the construction phase which reduced the cost of the engineering services by about \$15,000.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-604, authorizing the Mayor to execute an agreement with Parametrix, Inc. to provide the necessary engineering services for this project through project close out.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
May 21, 2009			



**RESOLUTION NO. 09-604**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING A CONTRACT WITH PARAMETRIX FOR  
ENGINEERING SERVICES FOR THE IN CITY FOREST  
WATER TRANSMISSION MAIN REPLACEMENT**

**WHEREAS**, the six-inch Asbestos Water Transmission Main across the In-City Forest was installed some time in the 1940's and has reached its useful life; and

**WHEREAS**, the City received a \$240,000 Congressional grant that will expire on September 30<sup>th</sup>, 2009; and

**WHEREAS**, this project is listed as W-2 on the City's Capital Improvement Program; and

**WHEREAS**, Parametrix has been selected as the best firm to complete the design and assist the City in completing the project on time;

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

**Section 1.** The Mayor is authorized to execute a contract with Parametrix, attached to this Resolution as Exhibit A, for engineering services in the amount of \$38,850 for the design, bid services and assistance during the construction phase of the In-City Forest Water Main Transmission Main Replacement.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21<sup>ST</sup> DAY OF MAY, 2009.**

CITY OF BLACK DIAMOND:

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Howard Botts, Mayor

Attest:

---

Brenda L. Martinez, City Clerk

## **CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement"), for reference purposes only, is dated \_\_\_\_\_, 2009 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

P.O. Box 599

24301 Roberts Drive

Black Diamond, WA 98010

Contact: Seth Boettcher      Phone: 360-886-2560      Fax : 360-886-2592

and

PARAMETRIX, INC. ("Consultant")

P.O. Box 460

1231 Fryar Avenue

Sumner, WA 98390

Contact: Austin Fisher      Phone: 253-863-5128      Fax: 253-863-0946

Tax ID No.: 91-091-4810

collectively, "the Parties," for professional services in connection with the following project:

"In City Forest Water Transmission Main Project" (the "Project").

### **TERMS AND CONDITIONS**

#### **1. Services by Consultant**

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation than that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree

of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **2. Schedule of Work**

2.1 This Agreement shall become effective upon execution by the Parties and shall run through September 30, 2009 unless extended by written consent of the Parties. Consultant shall perform the services described in the Scope of Work immediately upon receiving a notice to proceed by the City.

2.2 Consultant will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the execution date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within three business days after the Consultant becomes aware of the delay or potential delay.

## **3. Compensation**

☐ LUMP SUM. Compensation for the services provided in the Scope of Work shall be a Lump Sum of \$\_\_\_\_\_.

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed thirty-eight thousand, eight hundred and fifty dollars (\$ **38,850**) without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

☐ TIME AND MATERIALS. Compensation for the services provided in the Scope of Work shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

☐ OTHER. \_\_\_\_\_

## **4. Payment**

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City, for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a

longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

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

## **5. Discrimination and Compliance with Laws**

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

5.2 Consultant and its subconsultants shall comply with federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

## **6. Suspension and Termination of Agreement**

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.2 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

## **7. Standard of Care**

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that

degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **8. Ownership of Work Product**

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

## **9. Indemnification/Hold Harmless**

9.1 Consultant 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 reasonable attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Provided however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the City, it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

## **10. Insurance**

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.



**11. Assigning or Subcontracting**

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

**12. Independent Contractor**

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

**13. Notice**

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

City: City Administrator  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
Fax: 360-886-2592

Consultant: Austin Fisher, PE – Project Manager  
Parametrix, Inc.  
P.O. Box 460  
Sumner, WA 98390  
Fax: 253-863-0946

**14. Disputes**

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

**15. Attorney Fees**

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

**16. General Administration and Management on Behalf of the City**

16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

**17. Extent of Agreement/Modification**

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

CITY OF BLACK DIAMOND

CONSULTANT

By: \_\_\_\_\_  
Howard Botts  
Its: Mayor

By: \_\_\_\_\_  
Printed Name: Austin R. Fisher  
Its: Transportation Division Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Brenda L. Martinez  
City Clerk

## **EXHIBIT A**

### **SCOPE OF WORK**

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#### **City of Black Diamond**

#### **City Forest Water Transmission Main Replacement**

#### **GOALS AND OBJECTIVES**

The goals and objectives of this Scope of Work include:

- Prepare plans, specifications, and an opinion of probable cost for the replacement of approximately 1,000 linear feet of water main.
- Prepare contract documents for advertisement by the City in accordance with Housing and Urban Development (HUD) guidelines.
- Assist the City during advertisement, award, and execution of the construction contract.

#### **TASK 1 – PROJECT MANAGEMENT AND QA/QC**

##### ***Goal***

Maintain constant and thorough communications with the City of Black Diamond to maximize teamwork and productivity. Maintain control of the project scope, budget, and schedule. Provide quality service and products to the client.

##### ***Approach***

The approach to Task 1 includes:

- Schedule and coordinate the work of all team members and assure that work is completed accurately and within scope and budget.
- Perform a quality control review of all deliverables prior to submittal to the City.
- Coordinate project documentation to include:
  - Prepare necessary project correspondence to support the project work.
  - Provide all work products to the client for review in accordance with the scope and schedule.
  - Assure that the Draft and Final deliverables are in compliance with the scope of work and professional standards and provide meaningful input into the design process.
- Coordinate with City staff on all aspects of project completion to include:
  - Prepare and submit monthly progress billings to City Administrator.
  - Provide additional identification of issues and proposed solutions if unforeseen issues arise.

## ***Deliverables***

The deliverables for Task 1 consist of the following:

- Monthly progress reports. The monthly report, addressing progress of the work, shall include as appropriate:
  - A summary of actual versus scheduled cost.
  - A summary of actual versus scheduled progress.
  - A narrative to define unanticipated issues, responsive action requirements by Parametrix.
- Additional progress reports or identification of unanticipated issues as needed.

## ***Assumptions***

The duration of the contract is May 2009 through September 2009. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.

## **TASK 2 – SURVEY**

### ***Goal***

To provide a base map for use in preparing the contract documents.

### ***Approach***

#### ***2.1 Mapping***

Parametrix will perform topographic mapping along the existing water main alignment as located by the City. Mapping limits will include the full width of the existing easement and an additional 5 feet past each side of the easement.

#### ***2.2 AutoCAD Base Map Preparation***

Parametrix will process survey field data and generate an AutoCAD drawing showing the existing conditions.

#### ***2.3 Existing Utility Easements***

Parametrix will show the existing utility easements for the project corridor on the base map based on public records, deed descriptions, and the relationship with existing surveyed monuments.

## ***Deliverables***

The deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2008 format, or later, at 1 inch = 20 feet with 2-foot contours, topographic information, and easements along the mapping corridor.
- Triangular Integrated Network (TIN) surface for use in design (Tasks 3 and 4 below).

## **TASK 3 – PRELIMINARY DESIGN**

### ***Goal***

To determine the necessary design guidelines and cost effective solution for replacement of the City Forest water transmission main.

### ***Approach***

Following are the activities for Task 3:

- Parametrix will coordinate with the City and the grant administrator (HUD) to complete the project in compliance with HUD guidelines.
- Parametrix will meet with City staff to walk the project site and review field conditions that may impact the replacement of the water main.
- Parametrix will meet with City staff following the project site walk-through and discuss design solutions, materials selection, construction staging, and methodologies that are consistent with the grant agencies guidelines.

### ***Deliverables***

The deliverables for Task 3 include:

- Preliminary Design and Opinion of Probable Cost based on the selected design solution.

### ***Assumptions***

Following are the assumptions for Task 3:

- The site visit and preliminary design meeting will be completed within the same business day.
- Coordination with the grant administrator (HUD) has been limited to 16 hours for budgeting purposes. Additional necessary coordination with HUD may require additional funds.

## **TASK 4 – PLANS, SPECIFICATIONS, AND ESTIMATE**

### ***Goal***

To prepare contract documents for advertisement of the City Forest Water Transmission Main Replacement Project.

### ***Approach***

Parametrix will prepare contract documents including final plans and contract specifications in accordance with the City's design guidelines and HUD requirements.

Anticipated plan sheets include:

- Cover Sheet and Legend (2 Sheets)
- Survey Control and Temporary Erosion and Sediment Control (1 Sheet)

- Plan and Profile (2 Sheets)
- Detail Sheet (1 Sheet)

Parametrix will prepare the contract documents to approximately a 90% level of completion and will request a review by City staff. Final plans and specifications will be prepared incorporating the comments from City staff as appropriate.

### ***Deliverables***

The deliverables for Task 4 include:

- Three copies of Draft (90%) Contract Documents (includes half-size plans) for review by the City.
- Ten copies of Final Contract Documents (includes half-size plans) and three full-size sets of the final plans.
- Electronic copy of the Final Contract Documents in PDF format suitable for posting on the Builder's Exchange or other website should the City choose to use such a site for advertisement of the contract.

### ***Assumptions***

Following are the assumptions for Task 4:

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).
- Plans will be prepared using Parametrix CADD standards.
- The final opinion of probable cost will be delivered to the City in electronic format (MS Excel).

## **TASK 5 – CONSTRUCTION SERVICES**

### ***Goal***

To assist the City during advertisement and award, during construction of the improvements, and in preparing the necessary documentation for review by the grant administrator (auditor or similar).

### ***Approach***

#### ***5.1 General Construction Services***

Parametrix will provide general oversight of the construction contract on behalf of the City. Services may include:

- Preparation of Bid Addenda.
- Preparation of Bid Tabulation and attendance at Bid Opening.
- Attendance at Preconstruction Conference.
- Coordination with City staff to obtain the necessary forms for the project file that may be reviewed upon completion of the project to ensure compliance with HUD guidelines.

### ***Deliverables***

The deliverables for Subtask 5.1 include:

- Bid addenda.
- Electronic and/or hard copies of forms required by HUD.
- Correspondence and record of letters written or received on behalf of the City.

### ***Assumptions***

Following are the assumptions for this task:

- Documentation will be in accordance with the grant agency requirements and federal aid regulations.
- The budget estimate is limited to the preparation of one bid addenda and 8 hours of time for coordination with HUD prior to setting up the project file for the City to use.

## **TASK 6 – CONSTRUCTION SURVEY**

### ***Goal***

Provide required survey staking as outlined in the Special Provisions that are the City's responsibility.

### ***Approach***

Provide the following survey staking in accordance with the Contractor's schedule and Special Provisions:

- Demolition, clearing and the water line easement will be staked as shown on the plans one time.
- The horizontal location of the water main will be staked one time, as well as any valves, tees, or other appurtenances.

### ***Assumptions***

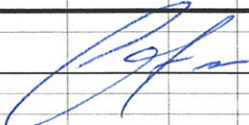
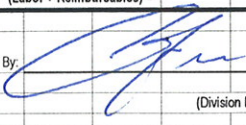
Staking requests will be processed through Parametrix.

### ***Deliverables***

Deliverables for Task 6 include:

- Staking various areas, as specified.



PROJECT: PROJECT NAME In City Forest Water Transmission Main																	
CLIENT: CLIENT NAME City of Black Diamond																	
			STAFF	Project Manager (Sr Consult)	PIC/QA/QC (Div. Mng)	CADD	Survey Super	Surveyor III	Surveyor I	Con. Project Lead	Project Coordinator	Word Processing		TOTAL	TOTAL		
Phase	Task	Org	Description	Labor Rates	\$195.00	\$100.00	\$115.00	\$130.00	\$100.00	\$70.00	\$100.00	\$95.00	\$90.00	\$1.00	HOURS	COST	Subtotals
1	1		<b>Project Management &amp; QA/QC</b>														\$4,200.00
	1.1		Coordination & QA/QC	4	8							4			16	\$2,680.00	
	1.2		Monthly Progress Reports (4)	4								4	4		12	\$1,520.00	
	2		<b>Survey</b>														\$5,920.00
	2.1		Control					8	8						16	\$1,360.00	
	2.2		Mapping					16	16						32	\$2,720.00	
	2.3		Basemap Preparation					8	8						16	\$1,840.00	
	3		<b>Preliminary Design</b>														\$5,380.00
	3.1		Coord. With Grant Agency		16										16	\$3,040.00	
	3.2		Site Visit	4											4	\$780.00	
	3.3		Prel. Design Meeting w/ City	4											4	\$780.00	
	3.4		Prelim. Estimate	4											4	\$780.00	
	4		<b>Plans, Specs &amp; Estimate</b>														\$17,095.00
	4.1		Cover Sheet and Legend (2)	1		8									9	\$1,115.00	
	4.2		Survey and TESC (1)	4		8									12	\$1,700.00	
	4.3		Plan and Profile (2)	16		32									48	\$6,800.00	
	4.4		Details (1)	8		8									16	\$2,480.00	
	4.5		Specifications	16								4	8		28	\$4,220.00	
	4.6		Final Estimate	4											4	\$780.00	
	5		<b>Construction Services</b>														\$2,935.00
	5.1		Bid Addenda	2								2			4	\$580.00	
	5.2		Bid Tabulation	1								2			3	\$385.00	
	5.3		Precon	3											3	\$585.00	
	5.4		Coordination	3						8					11	\$1,385.00	
	6		<b>Construction Survey</b>														\$2,720.00
	6.1		Clearing/Easement Location					8	8						16	\$1,360.00	
	6.2		Horiz. Water Line					8	8						16	\$1,360.00	
DSC Labor Subtotal at Current Salary Rates				78	24	56	8	48	40	8	16	12			290	\$38,250.00	
Salary Escalation				N/A				N/A									
DSC Labor Subtotal with Salary Escalation																	\$38,250.00
In-House Expense				Item	Number	Unit Cost	Unit	Direct Cost	Markup %								
				Mileage	500	\$0.550	mile	\$275.00						\$275.00			
				Photocopies	2500	\$0.05	sheet	\$125.00						\$125.00			
				Check prints	100	\$1.00	sheet	\$100.00						\$100.00			
				Final Plots	5	\$20.00	sheet	\$100.00						\$100.00			
				Misc.- Postage, Shipping, etc.													
				Total Reimbursables =												\$600.00	
				PROJECT TOTAL (Labor + Reimbursables) =												\$38,850.00	
Prepared By:								Approved By:									
				(Project Manager)								(Division Manager)					

# Exhibit B (cont)

## - Parametrix Sumner Office Category Billing Rates - April 2009 through March 2010

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
Principal	19	\$205	Environmental Technician III	10	\$100
Project Delivery Officer	19	\$215	Environmental Technician II	9	\$70
Program Manager	19	\$210	Environmental Technician I	8	\$65
Principal Consultant	19	\$210			
Division Manager	19	\$210	Construction Mgr. IV	14	\$145
Division Manager	18	\$190	Construction Mgr. III	13	\$130
Division Manager	17	\$185	Construction Mgr. II	12	\$110
			Constr Technician III	11	\$100
Sr Consultant	18	\$195	Constr Technician II	10	\$95
Sr Engineer	17	\$175			
Sr Engineer	16	\$170	CADD Supervisor	12	\$110
Sr Engineer	15	\$150	CADD Tech Lead	12	\$115
Engineer IV	14	\$135	CADD Operator III	11	\$105
Engineer III	13	\$125	CADD Operator II	9/10	\$90
Engineer III	12	\$120	CADD Operator I	8	\$75
Engineer II	11	\$110			
Engineer I	10	\$95	Sr. GIS Analyst	11	\$105
			GIS Technician	10	\$95
Sr. Designer	15	\$145	GIS Technician	9	\$85
Designer IV	14	\$140			
Designer III	12/13	\$125	Survey Supervisor	14	\$130
Designer II	11	\$105	Sr Surveyor	12	\$120
Designer I	10	\$90	Surveyor III	11	\$100
			Surveyor II	10	\$80
Sr Planner	17	\$175	Surveyor I	9	\$70
Sr. Planner	16	\$160	Jr Surveyor	8	\$65
Sr. Planner	15	\$140			
Planner IV	14	\$120	Production Manager	12	\$125
Planner III	12/13	\$105	Production Manager	11	\$100
Planner II	11	\$100	Word Proc Mgr/Editor	11	\$100
Planner I	10	\$85	Word Processing Specialist	9	\$90
			Sr Word Processor	8	\$75
Sr. Scientist/Biologist	16	\$160	Word Processor	7	\$65
Sr. Scientist/Biologist	15	\$145			
Scientist/Biologist IV	14/15	\$135	Sr. Graphic Artist	10	\$105
Scientist/Biologist III	13	\$110			
Scientist/Biologist III	12	\$105	Project Controls Specialist	11	\$100
Scientist/Biologist II	11/12	\$100	Project Coordination Supervisor	11	\$95
Scientist/Biologist I	10	\$80	Sr Project Coordinator	10	\$90
			Project Coordinator	9	\$85
Sr Hydrogeologist	17	\$165	Sr Technical Aide	8	\$75
Sr Hydrogeologist	16	\$160	Technical Aide	7	\$70
Sr Hydrogeologist	15	\$145			
Hydrogeologist IV	14	\$115	Office Admin Manager	12	\$125
Hydrogeologist III	12/13	\$110	Office Administrator	10	\$90
Hydrogeologist II	11	\$90	Sr Admin Assist	8	\$70
Hydrogeologist I	10	\$80	Admin Assistant	6/7	\$65
			LAN Admin I	11	\$95
			Library Specialist	9	\$80



## Waterline Replacement Location



(C) 2008 King County

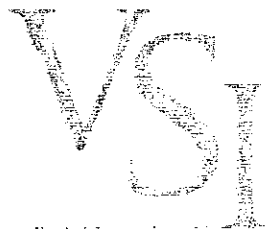
The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 3/19/2009 Source: King County IMAP - Property Information (<http://www.metrokc.gov/GIS/IMAP>)



**King County**





LAW GROUP PLLC

3800 First Avenue, Suite 300  
Seattle, WA 98124  
206.422.5464  
206.422.5846

ATTORNEYS AND COUNSELORS

Loren D. Combs  
ldc@vsilawgroup.com

May 13, 2009

**Via Certified Mail – Return Receipt Requested, First Class U.S. Mail, Facsimile and E-mail**

Brian Ross  
Yarrow Bay Group  
825 5<sup>th</sup> Ave., Suite 202  
Kirkland, WA 98033

John Hempelmann  
Cairncross & Hempelmann  
524 2<sup>nd</sup> Avenue, Suite 500  
Seattle, WA 98104-2323

William Kombol  
Palmer Coking Coal Co.  
31407 Highway 169  
P.O. Box 10  
Black Diamond, WA 98010

Marc Kretschmer  
Fisko Kretschmer Smith Dixon  
2025 First Avenue, Suite 1130  
Seattle, WA 98121-2100

Re: Water Supply Facilities Funding Agreement (WSFFA)  
Our File No. 24108  
Subject Matter: Special Limited Scope WSFFA grant project

Gentlemen:

The City has \$240,000 of a HUD EDI Special Project Grant that must be spent by September 30, 2009 or it is permanently lost; there are no extensions. The City has determined, based upon engineer's estimates, that the portion of the main water transmission line that will go through the property commonly known as the In-City Forest, and a portion of the main water transmission line that will be located within the Old Lawson Road former rail road right-of-way, can potentially be constructed within that schedule and budget.

The scope of this proposed water transmission line project is within the definition of WSFFA Tasks 4, 7 and 10, but is only a small portion of the scope of the projects that are included within those Tasks. Task 7 requires that the City allow the Property Owners to take 30 days to give the City notice to proceed with any Task 7 work. The City wants to take advantage

May 13, 2009

Page 2

of the \$240,000 that is available, and wants to use it on this project that is within the scope of the projects contemplated by the WSFFA. However, in order to do so the City needs your help and cooperation.

WSFFA paragraph 8.1 contemplates the Property Owners making a deposit for the work to be performed, the Property Owners having a set period of time within which to make those deposits, and then the work being performed once the deposits have been made. As mentioned above, the WSFFA also requires the Property Owners be given a 30 day period of time in which to give the City the notice to proceed. In this limited circumstance, these procedures need to be modified if the City and the Property Owners are going to be able to take advantage of this grant money. What the City is asking of the Property Owners, as to this narrowly defined scope of work only, is to agree to the following:

1. Allow the City to commence the Task 4, 7 and 10 aspects of this limited scope of work immediately, without providing the formal notices required by the WSFFA and without complying with timelines for requesting monies to be paid. The City would like to award the design work at its May 22, 2009 meeting, and then call for bids as quickly as possible thereafter so that construction can be completed this summer.

2. There is a possibility that work done by the design engineers before HUD formally approves the design engineers' contract will not be "grant eligible". However, since the money must be spent before September 30, 2009, the City doesn't have the luxury of waiting a few more weeks to get the HUD approval before awarding the design contract. The City would like the WSFFA Property Owners to agree that if HUD determines that the work done by the design engineers prior to the HUD approval (anticipated to be June 1, 2009) is not grant eligible, then the WSFFA Property Owners, within 30 days of invoice by the City, will pay the amount rejected by HUD. The amount of the total design contract is \$ 38,850, so even in the worst case scenario the ineligible amount would be a fraction of that number.

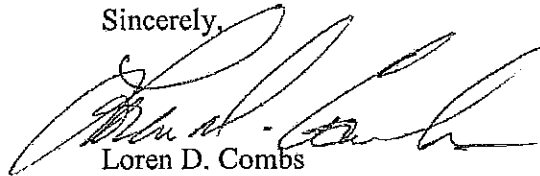
3. Although the engineer's project estimate, including design work, is within the \$240,000 budget, there is always a possibility of cost overruns. If there are cost over runs, the City wants the WSFFA Property Owners to agree that they will pay for those overruns within 30 days of invoice by the City.

The provisions of WSFFA paragraphs 24 and 25 would apply to any monies paid by the Property Owners as a result of the lack of HUD approval mentioned in paragraph 2 above, or the cost overruns mentioned in paragraph 3 above.

May 13, 2009  
Page 3

The City believes that given the circumstances, the parties can work together to save the Property Owners some money by utilizing the grant monies, but to do so the City needs your written agreement to the 3 matters listed above before the Council awards the design contract at its May 22, 2009 meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Loren D. Combs", written over a horizontal line.

Loren D. Combs

LDC:dck

cc: Seth Boettcher  
Gwendolyn Voelpel  
Jami Kuzaro

CONGRESSIONAL GRANTS  
DIVISION  
(CPD)

U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT  
451 SEVENTH STREET, SW ROOM 7146  
WASHINGTON, DC 20410  
PHONE (202) 708-3773 FAX (202) 708-7543

## FACSIMILE TRANSMITTAL SHEET

TO: Dan Dalsanto	FROM: Pam Abhyankar
ORGANIZATION: City of Black Diamond	DATE: 3/5/09
FAX NUMBER: 360-886-2592	TOTAL NO. OF PAGES INCLUDING COVER: 12 pages
PHONE NUMBER:	
REF: B 02 SP WA 0750	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

application attached





## City of Black Diamond

P.O. Box 599  
25510 Lawson Street  
BLACK DIAMOND, WA 98010  
(360) 886-2560 • FAX (360) 886-2592

02-6750

Processing and Control Branch, Room 7251  
ATTN: FY 2002 EDI-Special Projects, CPD  
U.S. Department of Housing and Urban Development  
451 Seventh Street, SW  
Washington D.C. 20410

March 26, 2003

Re: Black Diamond 2002 EDI Special Projects Application

Dear HUD Staff,

Enclosed, please find one original and two complete copies of the required application forms for the above referenced grant application.

If there is additional information that is required, or if you have questions regarding this submittal, please contact either Jason Paulsen, City Administrator or Cris Kandior, City Clerk at (360) 886-2560.

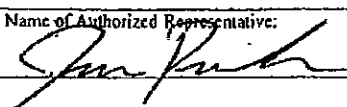
Thank you for this opportunity!

Sincerely,

Jason Paulsen  
City Administrator

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY PLANNING AND DEVELOPMENT  
WASHINGTON, DC**

**APPLICATION FORM FOR FY 2002 EDI-SPECIAL PROJECT GRANT**

Legal Name and Street Address: (1) <b>City of Black Diamond</b> <b>25510 Lawson Street</b> <b>Black Diamond, WA 98010</b>  Federal Tax ID# <u>916016204</u>		Name, Mailing Address of Contact Person (give area code): (2) <b>Jason Paulsen</b> <b>or Cris Kandior</b> <b>PO BOX 599</b> <b>Black Diamond, WA 98010</b> Tel: (360) 886-2560 Fax: (360) 886-2592 E-Mail: <u>BDCITY@AOL.COM</u>									
Type of Applicant (check the appropriate box): (3) <input checked="" type="checkbox"/> Unit of General Government <input type="checkbox"/> Housing Authority <input type="checkbox"/> College or University <input type="checkbox"/> Other Nonprofit	Congressional District(s) (4) Applicant: <u>8th</u> Project: _____	Project Includes Construction and/or Demolition and/or Acquisition: (5) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
Participating Parties: enter name and function of any participating parties. (6) <table style="width:100%; border: none;"> <thead> <tr> <th style="width:60%; text-align: center;">NAME</th> <th style="width:40%; text-align: center;">FUNCTION</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>				NAME	FUNCTION	_____	_____	_____	_____	_____	_____
NAME	FUNCTION										
_____	_____										
_____	_____										
_____	_____										
Project Description (must conform to description in HUD Conference Committee Report which is quoted in the invitation letter from HUD to Applicant- use additional pages if needed): (7) <p>Engineering and construction of a replacement water main and improvements to pumping facilities serving the Black Diamond water service area. Total project cost is estimated at +/- \$3M for the construction of a replacement transmission main and pumping facilities for the City of Black Diamond. Work will begin in 2003 and is expected to conclude in 2004. The City of Black Diamond will be the entity responsible for implementing the project.</p>											
Grant Amount (not to exceed amount appropriated): <u>\$ 240,000.00</u> (8)											
TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THIS APPLICATION HAS BEEN DULY AUTHORIZED BY THE COVERING BODY OF THE APPLICANT AND SIGNED BY AN OFFICIAL AUTHORIZED TO APPLY FOR AND MANAGE A FEDERAL GRANT. THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.											
Type Name of Authorized Representative: <b>Jason Paulsen</b>	Type Title of Authorized Representative: <b>City Administrator</b>	Type Phone Number of Authorized Representative: <b>(360) 886-2560</b> Ext. _____									
Sign Name of Authorized Representative: 		Date Authorized Representative Signed: <b>4/02/03</b>									

2003 APR -2 A 9:18

**City of Black Diamond, Washington  
FY 2002 EDI-Special Project Grant  
Black Diamond Watermain and Pumping Improvements**

<b>Congressional Grant Budget</b>	<b>Estimated Cost</b>	
Watermain and pumping station construction	\$	230,000.00
Project Environmental Review	\$	10,000.00
<b>PROJECT TOTAL</b>	<b>\$</b>	<b>240,000.00</b>

## Assurances—Non-Construction Programs

OMB Approval No. 0348-1

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 19 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscriminatory statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted program. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Prevention Act of 1973 (P.L. 93-234) which requires recipient in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institutional environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance c

project consistency with approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of wild and blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official



Applicant Organization

City of Black Diamond

Title

City Administrator

Date Submitted

4/02/2003

## Assurances — Construction Programs

OMB Approval No. 0348-01

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendment of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made and (j) the requirements of any other non-discrimination Statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955 amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Drinking Water Act of 1974, as amended, (P.L. 93-5); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

Signature of Authorized Certifying Official



Applicant Organization

City of Black Diamond

Title

City Administrator

Date Submitted

4/02/2003

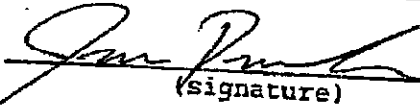


## Applicant Certifications

The Applicant hereby assures and certifies that it will comply/has complied with the following requirements, and will assure compliance with the following by any beneficiaries to whom grant funds are passed for purposes of carrying out the project, as applicable:

- 1) 24 CFR Part 85, OMB Circular A-87, and OMB Circular A-133 for grant administration by units of government.
- 2) 24 CFR Part 84, OMB Circular A-122 (or for Institutions of Higher Learning, OMB Circular A-21), and OMB Circular A-133, for grant administration by non-profit organizations.
- 3) The applicant has the capacity to administer the grant in accordance with applicable statutory and OMB requirements.

Executed this 2ND date of April, 2003

By:   
(signature)

Jason Paulsen

(typed or printed name)

City Administrator

(title)

**Warning:** Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat. 967) applies to the above certification. 18 U.S.C.1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

3-27-01

**Certification Regarding Lobbying****Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LIL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 2nd date of April, 2003.

By   
(Signature)

JASON PAULSEN

(Typed or printed name)

City Administrator

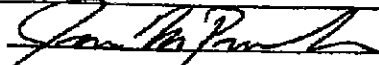
(Title, if any)

Covered action: Black Diamond Watermain Replacement  
(Project name or activity)

## Disclosure of Lobbying Activities

Approved by OMB 0348-C

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse side for instructions and Public Reporting burden statement)

<b>1. Type of Federal Action</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year (yyyy) _____ quarter _____ date of last report (mm/dd/yyyy) _____	
<b>4. Name and Address of Reporting Entity</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: City of Black Diamond PO Box 599 Black Diamond, WA 98010  Congressional District, if known 8th - Washington			<b>5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime</b>  Congressional District, if known		
<b>6. Federal Department/Agency</b> US Department of Housing and Urban Development (Economic Development Initiative)			<b>7. Federal Program Name/Description</b> Economic Development Initiative  CFDA Number, if applicable _____		
<b>8. Federal Action Number, if known</b> HR 107-272			<b>9. Award Amount, if known</b> \$ 240,000.00		
<b>10a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI)  N/A			<b>b. Individuals Performing Services</b> (including address if different from No. 10a.) (last name, first name, MI)  N/A		
(attach continuation sheet(s) if necessary)					
<b>11. Amount of Payment (check all that apply)</b> \$ 0 <input checked="" type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input checked="" type="checkbox"/> f. other (specify) None		
<b>12. Form of Payment (check all that apply)</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacts for Payment indicated in Item 11</b> No lobbying services have been contracted for this project.					
(attach continuation sheet(s) if necessary)					
<b>15. Continuation sheets attached</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<b>16. Information requested through this form is authorized by Sec. 319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>				Signature  Print Name Jason Paulsen Title City Administrator Telephone No. 360-886-2560 Date (mm/dd/yyyy) 04/02/2003	
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form-LLL (7/9)	



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING  
AND DEVELOPMENT

JAN 30 2009

COMMUNITY DEVELOPMENT

FEB 06 2009

RECEIVED

Mr. James Paulson  
Executive Director  
City of Black Diamond  
25510 Lawson Street  
Black Diamond, WA 98010

RE: FY2002 Economic Development Initiative-Special Project (EDI-SP) grant

Dear Mr. Paulson:

This letter is in reference to a Congressional grant awarded to your organization through the FY2002 HUD Appropriations Act (P.L. 106-554) for the following project:

**B02SPWA0750: For engineering and construction of a replacement water main and improvements to the existing pump station serving the Black Diamond region.**

As of January 23, 2009, this Economic Development Initiative-Special Project grant has a balance of \$240,000.00. Pursuant to the provisions of 31 U.S.C. Section 1552, any funds associated with this congressional grant that have not been disbursed to the grantee by September 30, 2009, will be cancelled by operation of law, returned to the U.S Department of Treasury, and will no longer be available for disbursement. This is a statutory deadline and requirement that cannot be waived or extended by the Department.

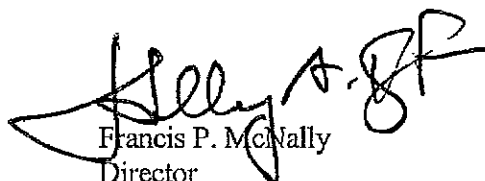
In order to disburse funds for this grant, the Department must be in receipt of the proper release of environmental conditions for this project. The Department will also require the submission of any overdue semi-annual reports prior to approving a payment request. When submitting a payment request, please provide a written statement detailing the basis for the payment, along with a copy of HUD 27053 form (LOCCS VRS/Request Voucher for Grant Payment). All of these documents are to be provided to the Department's Congressional Grants Division and may be faxed to the Division at (202) 708-7543.

Please also ensure that your organization has gained or maintained access to the Department's Line of Credit Control System (LOCCS) for disbursement of the funds. Grantees that have not maintained a valid user id and password for LOCCS will need to secure a new user id and password in order to request payment. The disbursement of funds to your account can take at least 72 business hours following the Department's approval of the payment request in LOCCS. Accordingly, all requests for payment must be entered into LOCCS no later than September 23, 2009 in order to ensure disbursement prior to the September 30, 2009 deadline. Any FY2002 EDI-SP grant funds scheduled to expire in FY2009 and not deposited in grantee accounts by September 30, 2009, will automatically be cancelled, returned to the Treasury, and will no longer be available for disbursement.

If you have any questions regarding this matter, please contact the Congressional Grants Division's Deputy Director, Holly A. Kelly, or Anupama Abhyankar, Grant Officer, at (202) 402-6324 or (202) 402-3981 respectively.

Thank you for your attention to this matter. The U.S. Department of Housing and Urban Development looks forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly A. SF", is written over the printed name of Francis P. McNally.

Francis P. McNally  
Director

Congressional Grants Division

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Resolution No. 09-605, authorizing Second supplement to Professional Services agreement with Hammond Collier Wade Livingstone for the Railroad Avenue Street Improvement Project</b>	<b>Agenda Date: May 21, 2009</b>		<b>AB09-061</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police –		
Cost Impact: None	Court – Kaaren Woods		
Fund Source: Grant, Real Estate Excise Tax			
Timeline: Bid late winter, complete late May			
<b>Attachments: Resolution No. 09-605, Contract Supplement #2</b>			
<b>SUMMARY STATEMENT:</b>  Several issues have come up that have delayed the progress of the Railroad Avenue project including working through stormwater issues, installing the watermain before the street work, underground power issues, and more recently right of way issues.  With more time having passed than expected both parties felt it would be prudent to clarify the final actions needed and the expectations of both parties before the design project concluded.			
COMMITTEE REVIEW AND RECOMMENDATION: Full council discussion in executive session			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-605, authorizing the Mayor to execute the Second Supplement to the Professional Services Agreement with Hammond Collier Wade Livingstone for the Railroad Avenue Street Improvement Project</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
May 21, 2009			

**RESOLUTION NO. 09-605**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE SECOND SUPPLEMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH  
HAMMOND COLLIER WADE LIVINGSTONE FOR THE  
RAILROAD AVENUE STREET IMPROVEMENT PROJECT**

**WHEREAS**, the parties to the contract felt that various action items and mutual responsibilities should be clarified before the design project closed out, and

**WHEREAS**, the proposed Second Supplemental Agreement has resolved some outstanding issues and shall assist in ensuring this project moves forward smoothly to and successfully;

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

**Section 1.** The Mayor is authorized to execute a contract Supplement #2 with Hammond Collier Wade Livingstone attached to this Resolution as Exhibit A, for clarification of various items needed for completion of the Railroad Avenue Street Improvement design.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF MAY, 2009.**

CITY OF BLACK DIAMOND:

---

Howard Botts, Mayor

Attest:

---

Brenda L. Martinez, City Clerk



**SECOND SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF BLACK DIAMOND  
& HAMMOND COLLIER WADE LIVINGSTONE  
FOR RAILROAD AVENUE STREET IMPROVEMENT PROJECT**

1. Parties. This Second Supplement to the Professional Services Agreement for the Railroad Avenue Street Improvement Project is entered into between the City of Black Diamond ("City") and Hammond Collier Wade Livingstone ("Consultant"), collectively "the Parties."
2. Effect and Purpose. This Second Supplement is incorporated by reference into the Professional Services Agreement for the Railroad Avenue Street Improvement Project dated February 19 2008, as amended by the First Supplement to the Railroad Avenue Street Improvement Project dated November 20, 2008. The purpose of this Second Supplement is to clarify certain terms and expectations of the Parties under the existing Professional Services Agreement, reflecting the desire of the Parties to have this project move forward smoothly to satisfactory completion.
3. Effective date. This Second Supplement shall be effective as of the most recent date of the signature of the Parties appearing below.
4. Participation in public meetings and incorporating input. Consultant agrees, at no additional charge, to respond to changes requested by the City coming out of City meetings with the property owners. This feedback is expected and required from the City before June 30, 2009.
5. Tree to be saved. Consultant agrees, at no additional charge, to revise the design of street improvements in consultation with the Public Works Director to enable the preservation of a significant Douglas Fir tree located at station 2+75 on the east side of the Railroad Avenue, Black Diamond.
6. Mitigation of contaminated soil. Consultant agrees, at no additional charge, to draft an addition to the Scope of Work for the contract that will require the winning bidder to remove contaminated soil from the project area as required by the City and safely and lawfully dispose of such contaminated soil, and to provide acceptable fresh fill dirt as needed to replace the contaminated soil. To enable Consultant to draft this Scope of Work, the City agrees to promptly provide sufficient data to Consultant on the estimated amount of contaminated soil that needs to be removed.
7. Streetlights. Consultant agrees, at no extra charge, to properly incorporate placement of streetlights and technical details related to such placement into the plans and designs for the project. The City agrees to promptly identify the type(s) of streetlights intended to be installed for this project and to provide this information to Consultant no later than June 30, 2009.
8. Estimate of construction costs. Consultant agrees, at no extra charge, to provide within thirty days of execution of this Supplement an updated written estimate of total project construction costs, and to refine this estimate in January 2010 to reflect any significant changes in estimated costs.

9. Selection of concrete style. Consultant agrees, at no extra charge, to attend a Black Diamond Public Works Committee meeting to discuss the pros and cons of various types of stamped and stained concrete treatments and assist the City with writing a specification that is satisfactory to the committee and meets bid law requirements, and to include an alternative concrete treatment in the final contract specifications if directed to do so by the City.
10. City's redlines to be incorporated. Consultant agrees, at no extra charge, to respond to any changes or questions from the City after the City has reviewed the preliminary final design plans provided by Consultant, and to incorporate any changes requested by the City. The City agrees to provide all of its changes and questions to Consultant no later than June 30, 2009.
11. Property Acquisition. Consultant agrees, at no extra charge, to perform the following tasks related to purchase of property located at 32924 Railroad Avenue, parcel no. 1421069102, Black Diamond, Washington: draft a legal description of the partial take as described by the City, provide a survey and staking of the new boundaries of the property; record the survey as required by law.
12. Jones Lake Road. Consultant agrees, at no extra charge, to deliver plans and specifications for improvements to Jones Lake Road, as described in the Professional Services Agreement. These plans and specifications shall be delivered in an editable format (Microsoft Word and CAD).
13. Compensation schedule. Consultant agrees that the total amount of compensation as stipulated in the Professional Services Agreement and as amended in the First Supplement is one hundred fourteen thousand and six dollars (\$114,006). Consultant agrees that he has been paid sixty-eight thousand one hundred forty-three dollars and eighty-seven cents (\$68,143.87) to date. Within five business days of execution of this Second Supplement, the City agrees to pay Consultant thirty-four thousand four hundred sixty-one dollars and fifty-three cents (\$34,461.53), which will bring the amount of money paid to Consultant to ninety percent (90%) of the total compensation allowed under the Agreement. The Parties acknowledge and agree that the balance of ten percent (10%), or eleven thousand four hundred dollars and sixty cents (\$11,400.60) shall be paid to Consultant as invoices are submitted for the remaining work to be performed by Consultant related to bidding and award of a contract, with the balance not to be paid in full until completion of the bid tabulation expected in February 2010.

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

**CITY OF BLACK DIAMOND**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Ordinance No. 09-908, adding new Chapter 2.14 to the Black Diamond Municipal Code, establishing the duties and powers of the position of City Attorney</b>	<b>Agenda Date: May 21, 2009</b>		<b>AB09-062</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		X
	City Administrator –Gwen Voelpel		X
	Asst. City Attorney – Tom Guilfoil	X	
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Kaaren Woods		
Fund Source:	Comm. Dev. – Steve Pilcher		
Timeline: ASAP			
<b>Attachments: Ordinance No. 09-908</b>			
<b>SUMMARY STATEMENT:</b>  <p>In light of the recent budget constraints it will be a more efficient use of budget resources to have a City Attorney on staff as the City will not be constrained by hourly fees or requests for work that may fall outside a contractual agreement for legal services. It will also ensure that communication between the City Attorney and the Mayor, City Council and staff continues to be excellent, thereby enabling the legal needs of the City to continue to be handled quickly and effectively.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>  			
<b>RECOMMENDED ACTION: MOTION to adopt Ordinance No. 09-908, adding new Chapter 2.14 to the Black Diamond Municipal Code, establishing the duties and powers of the position of City Attorney.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
May 21, 2009			

## EMERGENCY ORDINANCE

### ORDINANCE NO. 09-908

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON ADDING NEW CHAPTER 2.14 TO THE BLACK DIAMOND MUNICIPAL CODE, ESTABLISHING THE DUTIES AND POWERS OF THE POSITION OF CITY ATTORNEY.

WHEREAS, the day to day legal needs of the City of Black Diamond have continued to grow as new federal and state regulations are adopted affecting cities and new development projects within the city are proposed; and

WHEREAS, having a City Attorney on staff will ensure that communication between the City Attorney and the Mayor, the City Council, and City staff continues to be excellent, thereby enabling the legal needs of the City to continue to be handled quickly and effectively; and

WHEREAS, having a City Attorney on staff will be a more efficient use of budget resources because the City shall not be constrained by hourly fees or requests for work that may fall outside a contractual agreement for legal services; and

WHEREAS, the current City Attorney is ending his tenure in this position, making immediate action necessary to avoid jeopardizing the ability of the City to receive timely and adequate legal advice and services necessary for proper functioning of the City and its ability to protect public health, safety and property;

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

SECTION 1. A new chapter 2.14 is hereby added to the Black Diamond Municipal Code, to read as follows:

#### **Chapter 2.14 City Attorney**

##### **Sections:**

**2.14.010 Office created**

**2.14.020 Duties**

**2.14.030 Appointment—Removal**

## EMERGENCY ORDINANCE

### **2.14.040 Salary**

SECTION 2. A new section 2.14.010 is hereby added to the Black Diamond Municipal Code and it shall read as follows:

#### **2.14.010 Office created.**

The city hereby creates the office of city attorney of the City of Black Diamond.

SECTION 3. A new section 2.14.020 is hereby added to the Black Diamond Municipal Code and it shall read as follows:

#### **2.14.020 Duties.**

It shall be the duty of the city attorney to advise all city officials, elected or appointed, city employees, and city boards or commissions in all legal matters pertaining to the business of the city and to approve all ordinances and resolutions as to form. The city attorney shall supervise the representation of the city in all actions brought by or against the city or against city officials in their official capacity. The city attorney shall perform such other duties as the city council, mayor or chief administrative officer may direct or as may be required by the laws of the state. The city attorney shall have complete charge of all of the work of the legal department of the city. The city attorney shall attend all special and regular meetings of the city council, unless excused, and such other meetings as requested by the mayor.

SECTION 4. A new section 2.14.030 is hereby added to the Black Diamond Municipal Code to read as follows:

#### **2.14.030 Appointment--Removal**

The city attorney shall be an at-will employee appointed by the mayor, subject to council confirmation, and terminable at will, subject to the provisions of any employment agreement regarding severance compensation. During periods of vacancy or as otherwise authorized by the city council, duties generally performed by the city attorney may be performed by a qualified legal professional selected by the mayor and confirmed by the council.

SECTION 5. A new section 2.14.040 is hereby added to the Black Diamond Municipal Code to read as follows:

#### **2.14.040 Minimum qualifications.**

## EMERGENCY ORDINANCE

The city attorney must be a graduate of an accredited law school and a member in good standing of the Washington State Bar Association.

SECTION 6. A new section 2.14.050 is hereby added to the Black Diamond Municipal Code to read as follows:

### **2.14.050 Salary.**

The salary for the position of city attorney shall be set at the rate provided for in the annual budget of the city adopted by the city council. The city council may approve an employment agreement with the city attorney that specifies salary and other compensation.

SECTION 6. A new section 2.14.060 is hereby added to the Black Diamond Municipal Code to read as follows:

### **2.14.060 Assistant city attorneys.**

The city council may, at its discretion, authorize the city attorney to hire assistant city attorneys to assist the city attorney in carrying out his or her duties. The salary range for such assistant city attorneys shall be determined by the city council as part of the city's official budget.

SECTION 7. Effective immediately. 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. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

SECTION 8. If any provision of this Ordinance is determined to be invalid or unenforceable for any reason, the remaining provisions of this Ordinance shall remain in force and effect.

Introduced the 21st day of May, 2009.

Passed by a majority of the City Council at a meeting held on the 21st day of May, 2009.

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Mayor Howard Botts

EMERGENCY ORDINANCE

Attest:

\_\_\_\_\_  
Brenda L. Martinez, 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			
<b>SUBJECT:</b>  <b>Resolution No. 09-606, authorizing the Mayor to sign the Legal Services Agreement with VSI Law Group, PLLC</b>	<b>Agenda Date: May 21, 2009</b>		<b>AB09-063</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		X
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs	X	
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Kaaren Woods		
Fund Source:	Comm. Dev. – Steve Pilcher		
Timeline:			
<b>Attachments: Resolution No. 09-606, Agreement</b>			
<b>SUMMARY STATEMENT:</b>  <p>It has been determined it is in the City's best interest to create a new position in the City so that an attorney can be hired as a City employee to serve as the City Attorney. However, the City wishes to continue to have VSI Law Group, PLLC handle certain legal matters of the City.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>  			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-606, authorizing the Mayor to sign the Legal Services Agreement with VSI Law Group, PLLC.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
May 21, 2009			

RESOLUTION NO. 09-606

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE LEGAL SERVICES AGREEMENT WITH VSI LAW GROUP, PLLC

WHEREAS, the City and VSI Law Group, PLLC have an existing Legal Services Agreement which includes services to be performed by the City Attorney; and

WHEREAS, the City has determined it is in the City's best interest to create a new position in the City so that an attorney can be hired as a City employee to serve as the City Attorney; and

WHEREAS, the City wishes to continue to have VSI Law Group, PLLC handle certain legal matters; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the Mayor to execute the Legal Services Agreement with VSI Law Group, PLLC, substantially in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open meeting on the 21<sup>st</sup> day of May, 2009.

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Howard Botts, Mayor

Attest:

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Brenda L. Martinez, City Clerk

## CITY OF BLACK DIAMOND – VSI LAW GROUP, PLLC

### LEGAL SERVICES AGREEMENT

1. Date and Parties. This agreement, for reference purposes only, is dated the \_\_\_\_\_ day of May, 2009 and is entered into by and between VSI Law Group, PLLC, and the City of Black Diamond, herein referred to as “City”.

2. General Recitals.

2.1 Loren D. Combs has served as City Attorney for many years. In that capacity was charged with the responsibility for handling all legal matters for the City other than matters handled through the municipal court system.

2.2 Mr. Combs is employed by VSI Law Group, PLLC (“VSI”). The City, Loren Combs and VSI entered into an agreement dated the 18<sup>th</sup> day of October, 2007 (“Agreement”) for legal services to be provided by VSI, which included the services required of the City Attorney. One of the attorneys working with VSI on the projects that are normally handled by the City Attorney is Tom Guilfoil, an attorney that has worked closely with the City over the last several months and whose career goal is to serve a City as its staff City Attorney

2.3 The City is in an unprecedented budgetary crisis precipitated in part by the recent severe national and regional economic recession, and the cumulative impacts of initiative driven restrictions on the City’s ability to raise revenue.

2.4 A significant portion of the monies to be paid pursuant to the Agreement terms comes from the City’s general fund, the fund that is most impacted by the budgetary constraints mentioned above.

2.5 The City entered into an agreement dated the 29<sup>th</sup> day of June, 2007 that is entitled the City of Black Diamond Staff and Facilities Funding Agreement, (“Core Funding Agreement”) which, in part, provides a funding mechanism for the City to pay the salaries and other related costs associated with hiring key personnel. While the salaries and related costs are paid for under the Core Funding Agreement terms there is no impact on the general fund for those payments.

2.6 In order to help the City in the current adverse financial environment, VSI, Loren Combs and the City have agreed to a strategy that will relieve some of the pressure on the general fund, while maintaining continuity of personnel providing legal services, and also allow Mr. Guilfoil to continue to assist the City as its in house legal counsel, thus increasing the amount of hours of legal services that can be provided to the City, without impacting the City’s general fund.

2.7 The mayor has accepted Mr. Combs resignation, has appointed Mr. Guilfoil as City Attorney, and has expressed his intent that the City continue to use the services of Loren Combs and VSI to provide legal services on specified projects. This thus necessitates that the Agreement be modified to reflect these changes.

2.8 The City Council, at its regularly scheduled meeting held on May 21, 2009, confirmed the Mayor’s appointment of Mr. Tom Guilfoil as the City Attorney.

3. Agreement Termination. The Agreement is hereby terminated, effective May 22, 2009.

4. Legal Services to be Provided by VSI.

4.1 VSI shall continue to handle such legal matters as will be assigned to it by the Mayor. Provided, however, if the matter to be assigned requires the expenditure of general fund monies then the assignment and fee arrangement must first be approved by the City Council.

4.2 VSI shall continue to assist the City on matters for which funding is provided by the Core Funding Agreement, to the extent funds are available for such services.

4.3 VSI shall continue to assist the City on matters funded pursuant to the provisions of the agreement entitled City of Black Diamond / Yarrow Bay SEPA Processing Agreement for the environmental review related to the Lawson Hills MPD and The Villages MPD.

4.4 VSI shall continue to assist the City on matters funded pursuant to the provisions of the agreements entitled the Lawson Hill MPD Preapplication Agreement and the Villages MPD Preapplication Agreement.

4.5 VSI shall continue to assist the City on matters for which prior written authorization to proceed has been given, but only to the extent there are monies already budgeted for that purpose.

5. Compensation.

5.1 For any item that requires the expenditure of general fund monies, and thus further council authorization pursuant to paragraph 5.1, VSI shall be paid its normal hourly billing rates for its personnel, not to exceed \$240 per hour. The City and VSI may choose to negotiate a flat fee for a particular project, in lieu of an hourly fee arrangement.

5.2 For all other matters for which the City is eligible for reimbursement of attorneys fees, such as LID's, ULID's, development proposals, litigation where the prevailing party is entitled to attorney's fees, and reimbursement through City cost funding agreements through 3<sup>rd</sup> parties, the Law Firm shall receive its normal hourly billing rates. These rates are reviewed and adjusted, as appropriate, annually by VSI.

5.3. The City Administrator is authorized to enter into written agreements relating to services to be provided pursuant to this agreement for which funding is provided other than through the general fund, without further Council action, so long as there is sufficient funds in the previously approved council budget, or the funds will be reimbursed from other sources. Otherwise City Council approval must be obtained before the services are authorized.

5.4 The City will be billed monthly for services rendered. Payment shall be made within 20 days of invoice.

6. Agreement Term. This Agreement shall commence on May 22, 2009 and shall be for a two year term, and shall automatically be renewed. Provided, however, either party may terminate this agreement with 90 days notice without penalty.

In the case of termination the parties will work cooperatively to allow for a smooth transition of legal work.

7. Entire Agreement. This agreement incorporates the entire agreement between the parties with regards to legal work to be performed on behalf of the City by the City Attorney, and the rates to be charged therefore.

CITY OF BLACK DIAMOND

VSI Law Group PLLC

By \_\_\_\_\_  
Mayor Howard Botts

By \_\_\_\_\_  
Loren D. Combs  
Managing member of VSI Law Group

ATTEST:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
<b>SUBJECT:</b> <b>Resolution 09-607, authorizing the Mayor to sign a contract with SRI Technologies, Inc. to provide an AICP Planner to assist with the review and processing of The Villages and Lawson Hills MPD applications</b>	<b>Agenda Date: May 21, 2009</b>		<b>AB09-064</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		<b>X</b>
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		<b>X</b>
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Timeline: <b>Approx. 6 months</b>	Natural Resource – Aaron Nix		
	Comm. Development – Steve Pilcher	<b>X</b>	
<b>Attachments: Resolution No. 09-607; proposed contract</b>			
<b>SUMMARY STATEMENT:</b>  <p>On Wednesday, May 12, YarrowBay filed MPD applications for The Villages and Lawson Hills projects. These are complex applications that will require a significant amount of thorough review in light of City plans, codes, standards and past agreements. Staff is recommending hiring a Certified Planner on a temporary basis to perform the primary review and processing of the applications, under the direction of the Community Development Director. This will allow this individual to solely concentrate on these projects without the other work demands that the Director and City Planner experience on a daily basis.</p> <p>This position will be paid only for hours actually worked, which is estimated to be approx. 20 hours per week. The majority of work will be expected to be performed in City offices at one of the cubicle workstations in the Community Development building. SRI will be responsible for paying the planner and will submit invoices to the City for reimbursement per the terms of the contract. Staff will verify actual hours worked before timesheets are submitted to SRI.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION: None.</b>			
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 09-607, authorizing the Mayor to enter into a contract with SRI Technologies, Inc. to provide planning assistance in review and processing of MPD applications</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
May 21, 2009			

**RESOLUTION NO. 09-607**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH SRI TECHNOLOGIES, INC. TO PROVIDE PLANNING  
ASSISTANCE IN THE REVIEW AND PROCESSING OF  
MPD APPLICATIONS**

WHEREAS, on May 12, 2009, the Yarrow Bay Group, through its subsidiary partnerships, filed Master Planned Development (MPD) applications for The Villages and Lawson Hills MPDs; and

WHEREAS, these are large, complex and very significant projects for the City of Black Diamond and, given the complexity of these MPD applications, it is desirable to have an individual who solely focus on their review without interruption with other duties; and

WHEREAS, existing planning staff's time is frequently occupied by other matters in service to the citizens of Black Diamond and other programs of the City; and

WHEREAS, the Community Development Director solicited interest from several consulting companies and placement services such as SRI, has interviewed the individual to be placed by SRI and determined his selection provides the best potential service to staff;

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

**Section 1.** The Mayor is hereby authorized to execute a contract with SRI Technologies, Inc. to provide planning assistance in the processing of The Villages and Lawson Hills Master Planned Development (MPD) applications attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF MAY,  
2009.**

CITY OF BLACK DIAMOND:

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Howard Botts, Mayor

Attest:

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Brenda L. Martinez, City Clerk

# SRI TECHNOLOGIES INC.

1607 116<sup>th</sup> Ave NE, Bellevue, WA 98004

## Standard Contractual Terms and Conditions For City of Black Diamond

1. It is understood and agreed that assigned employees will be offered by City of Black Diamond (hereafter referred to as The Client) standard work week to perform their duties.
2. Should there be any overtime, we will invoice you at the overtime rate for all hours worked in excess of forty (40) hours in any one week; or thirty-two (32) hours in a holiday week.
3. All billings will be issued weekly and terms of payment are net ten (10) days on receipt of invoice.
4. SRI TECHNOLOGIES, INC. provides the required insurance coverage of our employees while working on your premises. When requested, a Certificate of Insurance will be submitted to you indicating the full extent of our coverage.
5. The overhead, profit, and labor rate factors that comprise the proposed hourly billing rates (other than item 3 above) cover the entire cost of SRI TECHNOLOGIES INC'S services to you, including expense of maintaining proper payroll and accounting records, worker's compensation insurance, federal and state unemployment insurance, all statutory taxes and any other overhead expense incurred by The Client.
7. The Client will not be billed for six (6) observed holidays, namely:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
8. No billing shall be issued for time lost by our employees because of illness or any other personal reason.
9. All reproductions and materials other than those quoted, necessary to complete all tasks will be billed at cost.



**CONTINUED**

- 10. In furtherance of the particular requirements of the client, it is acknowledged and agreed by the parties that any and all personnel assigned to The Client by SRI TECHNOLOGIES, INC. are subject to the direct control and supervision of The Client. SRI TECHNOLOGIES, INC.'s obligations hereunder relate solely to the assignment of personnel and the payments provided for herein are based solely on the value thereof. SRI TECHNOLOGIES, INC. shall have no responsibility of liability for the acts or omissions committed by the personnel in the performance of their assignment for The Client or for their work product. The Client shall indemnify, defend and hold SRI TECHNOLOGIES, INC. harmless against any claims, losses, liabilities, or damages (and reasonable expenses related thereto, including reasonable attorney's fees and expenses of defense, and investigation) arising from or in connection with any acts or omissions or alleged acts or alleged omissions of the work product of the personnel assigned hereunder.**
- 11. SRI TECHNOLOGIES, INC.'S responsibility under any agreement to provide services is to exert the best effort possible to carry out the scope as defined. In doing so, SRI TECHNOLOGIES, INC. shall in all respects be guided by such instructions as may from time to time, be given by The Client. All work performed by the personnel assigned to The Client is subject to The Client direction and responsibility.**
- 12. SRI TECHNOLOGIES, INC. currently has an Affirmative Action Program in the corporation and SRI TECHNOLOGIES, INC. will comply with all of the Rules and Regulations of the President's Committee on Equal Employment Opportunity.**
- 13. If, subsequent to execution of this contract, and legislation enacted by a government entity increases the taxes or costs imposed on SRI TECHNOLOGIES, INC. in the performance of the contract, client agrees to be responsible for such increase.**
- 14. If The Client wishes to hire a SRI TECHNOLOGIES, INC. employee direct for permanent employment within the first year of the employees contract, the Client will be charged a conversion fee of 25% of the annual salary (Hourly salary x 2080) minus 1% for every two weeks of employment with SRI at The Client . However, SRI TECHNOLOGIES, INC. shall not refund any monies of that fee should employee terminate or be terminated for any reason . After one year of continuous employment, the conversion fee shall be waived.**
- 15. EMPLOYEE shall not accept employment directly or indirectly or enter into any other business relationships as an individual or other entity with The Client for a period of one (1) year following the termination of employment**

**with SRI TECHNOLOGIES, INC., without the written consent of SRI  
TECHNOLOGIES, INC.**

**We agree to the Terms and Conditions set forth in the SRI TECHNOLOGIES, INC.  
Contractual Terms and Conditions.**

\_\_\_\_\_  
**Buyer (Client)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**SRI TECHNOLOGIES, INC.**

\_\_\_\_\_  
**Date**

**h:\data\wp\albrecht\letters\trm&con3.frm**