



CITY OF BLACK DIAMOND
April 7, 2011 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 360-886-2560. Thank you for attending this evening.

PUBLIC HEARINGS:
APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS
UNFINISHED BUSINESS:

NEW BUSINESS:

- | | |
|--|-----------------|
| 1) AB11- 021 – Resolution Authorizing Interlocal Agreement with SCORE | Chief Kiblinger |
| 2) AB11- 022 – Ordinance Authorizing First 2011 Budget Amendment | Ms. Miller |
| 3) AB11- 023 – Resolution Authorizing Basic Life Support Reimbursement for EMS | Ms. Miller |
| 4) AB11- 024 – Ordinance Repealing and Re-enacting Chapter 12.08 | Mr. Pilcher |
| 5) AB11- 025 – Resolution Authorizing Slope Mower Purchase | Mr. Boettcher |

DEPARTMENT REPORTS:
MAYOR'S REPORT:
COUNCIL REPORTS:
ATTORNEY REPORT:
PUBLIC COMMENTS:

CONSENT AGENDA:

- 6) **Claim Checks** – April 7, 2011, No. 36797 through No. 36851 in the amount of \$221,121.68
- 7) **Minutes** – Special Meeting of March 14, 2011 and Council Meeting of March 17, 2011

EXECUTIVE SESSION: To Discuss Real Estate Pursuant to RCW 42.30.110(b)

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 11-743, authorizing the Mayor to execute an Agreement between the South Correctional Entity (SCORE) and the City of Black Diamond for Jail Services	Agenda Date: April 7, 2011		AB11-021
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney – Chris Bacha		
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Kiblinger	X	
Cost Impact: Unknown	Court – Stephanie Metcalf		
Fund Source:			
Timeline:			
Attachments: Resolution No. 11-743, Agreement			
SUMMARY STATEMENT: This is an agreement between the new South Correctional Entity (SCORE) and the City of Black Diamond for Jail Services. This is an added option for booking offenders. Rate is \$135.00 a day, with no booking fees for a 5 year term.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 11-743, authorizing the Mayor to execute an agreement for Jail Services with the South Correctional Entity (SCORE).			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
April 7, 2011			

RESOLUTION NO. 11-743

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR JAIL SERVICES WITH THE SOUTH CORRECTIONAL ENTITY (SCORE).

WHEREAS, currently the City of Black Diamond contracts with several jurisdictions for Jail Services and would like to add the South Correctional Entity as an option when booking offenders and;

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

Section 1. The Mayor is hereby authorized to execute an Agreement for Jail Services with the South Correctional Entity (SCORE) for a term of five years substantially in the form attached as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF APRIL, 2011.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

AGREEMENT FOR INMATE HOUSING -- 2012 – 2016

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the City of Black Diamond, a [municipal corporation] organized under the laws of the State of Washington (hereinafter Black Diamond, and together with SCORE, the "Parties" or individually "Party").

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City of Black Diamond will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility.

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City of Black Diamond for the period January 1st 2012 through December 31st, 2016.

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

Committing Court – the court that issued the order or sentence that established the City of Black Diamond's custody of a Black Diamond Inmate.

Credit for Time Served – credit authorized by the sentencing court against the number of days to be served in confinement.

Detainer – a legal order authorizing or commanding another agency a right to take custody of a person.

Black Diamond Inmate – a person subject to Black Diamond custody who is transferred to SCORE's custody under this Agreement.

Good Time – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

Inmate – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include Black Diamond Inmates.

Member City – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

SCORE Facility – the correctional facility operated by SCORE known by either 20817 17th Avenue South, 1801 South 200th Street, Des Moines, WA 98198, or any other address assigned by the City of Des Moines.

Specialty Housing – Inmates classified and held within specialty populations, either in medical housing or other Specialty Housing such as administrative segregation.

3. General Provisions. SCORE shall accept Black Diamond Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those Black Diamond Inmates pursuant to SCORE policies and procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return Black Diamond Inmate. To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a Black Diamond Inmate or to return a Black Diamond Inmate to the Black Diamond if the Black Diamond Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide notice to the Black Diamond at least one business day prior to transport if a Black Diamond Inmate is being returned to the Black Diamond. The cost of transport shall be paid by the City of Black Diamond.

5. Inmate Transport. The City of Black Diamond is responsible for the transportation of Black Diamond Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the city of arrest, or the city of residence, whichever is closer, unless confirmed transportation is available at the time of release. The City of Black Diamond will designate drop-off locations within their jurisdiction for this purpose that are mutually acceptable.

6. Inmate Medical Records. Should a Black Diamond Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, Black Diamond shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if Black Diamond Inmates meet conditions identified in **Attachment A – Medical Acceptability**. If Black Diamond cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Black Diamond Inmate.

7. Inmate Property. SCORE shall accept Black Diamond Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for Black Diamond Inmate property actually delivered into SCORE's possession. SCORE shall hold and handle each Black Diamond Inmate's personal property pursuant to SCORE policies and procedures and in the same manner it holds and handles property of other Inmates. In the event a Black Diamond Inmate is being transported from a Black Diamond designated detention or correction facility, it will be the responsibility of the Black Diamond to process the Black Diamond Inmate's property not delivered and accepted into SCORE's possession. When returning Black Diamond Inmates to the Black Diamond, SCORE shall transport Black Diamond Inmate property according to the provisions of **Attachment B – Property**, and it shall be the responsibility of SCORE to process any of the Black Diamond Inmate's property not transported with the Black Diamond Inmate.

8. Booking. Black Diamond Inmates shall be booked pursuant to SCORE's booking policies and procedures.

Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Black Diamond Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Black Diamond Inmate is entitled. The information is to be used for third party billing.

9. Classification. Black Diamond Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The City of Black Diamond shall provide information regarding each Black Diamond Inmate as specified in **Attachment C – Classification**.

10. Housing. Black Diamond Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE.

11. Inmate Work Programs. SCORE may assign Black Diamond Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

12. Health Care. SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards if accredited.

Black Diamond Inmates shall be responsible for co-payment for health services according to SCORE policy. The City of Black Diamond shall not be responsible to SCORE for Black Diamond Inmate co-payments. No Black Diamond Inmate shall be denied necessary health care because of an inability to pay for health services.

SCORE shall notify the City of Black Diamond's designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a Black Diamond Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The City of Black Diamond shall be responsible to promptly notify SCORE of any changes in its designee(s).

SCORE shall notify the Black Diamond within a reasonable time period before the Black Diamond Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The Black Diamond acknowledges that such notice may not be reasonably possible prior to emergency care.

The City of Black Diamond shall pay for all medical, mental health, dental or any other medical services that are required to care for Black Diamond Inmates outside of the SCORE Facility. Lack of prior notice shall not excuse the City of Black Diamond from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services for an additional charge if staff is available.

Outside medical expenses for Black Diamond Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of Black Diamond, which will be solely responsible to recoup these expenses from other jurisdictions

13. Inmate Discipline. SCORE shall discipline Black Diamond Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by Black Diamond.

14. Removal from the SCORE Facility. Except for work programs or health care, and during emergencies, Black Diamond Inmates shall not be removed from the SCORE Facility without written authorization from the Black Diamond or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Black Diamond Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of Black Diamond Inmate's emergency removal, SCORE shall notify Black Diamond by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of Black Diamond Inmates. Inmate visitation by friends and family will be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to Black Diamond Inmates to communicate with their legal counsel.

17. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Black Diamond Inmate. SCORE shall ensure family members and others have a reasonable process to add funds to a Black Diamond Inmate's account. Upon returning custody of a Black Diamond Inmate to the Black Diamond, SCORE shall transfer the balance of that Black Diamond Inmate's account that is not subject to charges, to the Black Diamond Inmate or to Black Diamond in the form of cash, check, debit card or other agreed upon methods in the name of the Black Diamond Inmate.

In the event that SCORE contracts with a company/business that furnishes technology for wireless inmate account crediting, Black Diamond may allow SCORE (or SCORE's contracted representative) to install the equipment necessary for use of the system. The Black Diamond shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The Black Diamond shall not receive any compensation or profits arising from such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers**.

19. Releases. Inmates will be released in accordance with **Attachment F – Inmate Release**.

SCORE shall not transfer custody of a Black Diamond Inmate housed pursuant to this Agreement to any party other than the Black Diamond, except as provided in this Agreement or as directed by the Black Diamond.

20. Jail Sentence Calculations. SCORE will award Good Time credits for Inmates in custody in accordance with state law and any policies adopted by SCORE. Black Diamond is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

22. Escape. If a Black Diamond Inmate escapes SCORE's custody, SCORE shall notify the Black Diamond as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Black Diamond Inmates.

23. Death. If a Black Diamond Inmate dies while in SCORE custody, SCORE shall notify the Black Diamond as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Black Diamond Inmate's body. Unless another agency becomes responsible for investigation, SCORE's Member Cities shall investigate and shall provide the Black Diamond with a report of its investigation. The Black Diamond may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Black Diamond's communication with and receipt of reports from the other agency.

The Black Diamond shall provide SCORE with written instructions regarding the disposition of the Black Diamond Inmate's body. The Black Diamond shall pay for all reasonable expenses for the preparation and shipment of the body. The Black Diamond may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Black Diamond shall be responsible for all costs associated with this request.

24. Reporting Requirements. SCORE will work with the Black Diamond to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

25. Black Diamond's Right of Inspection. The Black Diamond shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Black Diamond may interview Black Diamond Inmates and review Black Diamond Inmates' records. The Black Diamond shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless Black Diamond is properly authorized to do so by the Inmate or the other jurisdiction.

26. Technology. SCORE and the Black Diamond may each permit the other continuous access to its computer database regarding all Black Diamond Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Black Diamond and appropriate computer(s) of SCORE.

27. Bed Rate. In consideration of SCORE's commitment to house Black Diamond Inmates, Black Diamond shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

A. Guaranteed Bed Rate:

2012 - 10 year Guaranteed Rate	\$125
Number of Guaranteed Beds	<u> 0 </u>

The above referenced Guaranteed Bed Rate (the "Guaranteed Rate") requires pre-payment for all beds guaranteed on a quarterly basis for a minimum of ten (10) years. The Guaranteed Rate is limited to the first 200 contracted beds by the Black Diamond. The Guaranteed Rate for all years after 2012 will be based upon the rate charged to the Member Cities plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Guaranteed Rate will not exceed 11% above the Member City's rate. Black Diamond's use of guaranteed beds is averaged on an annual basis. All contract rates are established to recover full cost of services. Guaranteed Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services. In the event a Black Diamond Inmate requires out of facility medical, dental or mental health services, the Black Diamond shall be responsible for the cost of the services.

SCORE shall not charge a booking fee in connection with housing the Black Diamond's Inmates.

Black Diamond may purchase additional beds, as available, at the then-existing bed rate; however, SCORE shall have the right to refuse to accept custody of or house Black Diamond Inmates in excess of the Black Diamond's minimum bed commitment.

B. Non-Guaranteed Bed Rate:

	2012
5 years	\$135
3 years	\$140

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility for all years after 2012 and will be based upon the Member City's rate plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Daily Rate will not exceed 20% above the Member City's rate. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

28. Specialty Housing Surcharge. Should the City of Black Diamond average thirty-five percent or more of its City Inmates in Specialty Housing for any month, Black Diamond will pay a Specialty Housing surcharge based upon that population. The Specialty Housing surcharge will be established on an annual basis, no later than July 1 of each year, at a rate not to exceed 50% of the Non-Guaranteed Bed Rate.

29. Billing and Payment. SCORE shall provide the City of Black Diamond with monthly statements itemizing the name of each Black Diamond Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service.

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Black Diamond electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for Black Diamond Inmates housed for more on charges from multiple Cities will be divided equally among those Cities.

30. Billing and Dispute Resolution. Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36 C:

For billing and other disputes:

A. Black Diamond must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the Black Diamond shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Black Diamond must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

31. Operations Board Representatives. In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract Cities to represent the contract Cities. At the time set for election of the at-large members, only the representatives of the contract Cities, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

32. Duration of Agreement. The duration of this Agreement shall be from January 1st, 2011, at 12:00 A.M. and shall end at 11:59 P.M., on December 31st, 2016, unless otherwise terminated in accordance with Section 34 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the City of Black Diamond.

33. Independent Contractor. In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Black Diamond for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any

claim of career service or civil service rights, which may accrue to an employee of the Black Diamond under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

34. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the Black Diamond, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Black Diamond Inmate, or loss or damage to Black Diamond Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Black Diamond shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Black Diamond Inmate, or loss or damage to Black Diamond Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Black Diamond, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Black Diamond's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Black Diamond and SCORE in connection with or incidental to the performance or non-performance of the Black Diamond's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Black Diamond and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Black Diamond hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

35. Insurance. SCORE and the Black Diamond shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Black Diamond shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto

liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

36. Termination.

A. **Mutual Agreement:** This Agreement may be terminated by mutual written consent between SCORE and the Black Diamond with 90 days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected Black Diamond Inmates.

B. **Imperiling Conditions:** The Black Diamond shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the Black Diamond's Inmates ("Imperiling Conditions"); 2) the Black Diamond has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 days after SCORE receives the Black Diamond's notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s); and 2) the Black Diamond has removed its Inmates; and 3) the Black Diamond has given SCORE formal written notice of final termination pursuant to this section 36(B).

C. **Material Breach:** Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 days, unless the parties agree in writing to a longer cure period.

37. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

38. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

39. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by SCORE to any other person or entity without the prior written consent of the Black Diamond, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of SCORE stated herein.

40. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof

or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

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

42. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County.

43. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the [City Manager or Mayor] and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed pursuant to RCW 39.34.040.

44. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1st, 2012, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the Black Diamond and SCORE under which SCORE houses Black Diamond Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

This Agreement may be executed in any number of counterparts.

45. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Mayor R. Olness
24301 Roberts Dr.
Black Diamond, WA 98010
(360) 886-2560
Fax: (360) 886- 2592

TO SCORE: Prior to Facility Opening:

Director
1055 South Grady Way
Renton, Washington 98057
Fax: (425) 430-7508

Once Facility is Operational:

Director
At address designated by SCORE in writing to the Black
Diamond

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

SIGNATURE BLOCKS

Mayor Rebecca Olness

ATTACHMENT A

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

ATTACHEMENT B

PROPERTY

SCORE will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. SCORE will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocket knives).
 - d) Liquids.
 - e) Helmets or any kind.
 - f) Any items that will not fit into the property bag.
 - g) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Black Diamond according to these criteria.

ATTACHMENT C
CLASSIFICATION

The Black Diamond shall supply SCORE with the following Classification related information, if known to or in possession of the Black Diamond:

1. If the Black Diamond Inmate has been classified to a special housing unit and/or if the Black Diamond Inmate has been classified as protective custody.
2. If the Black Diamond Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the Black Diamond Inmate is an escape risk.

ATTACHMENT D

BORROWING

One contracting City may "borrow" another contracting City's Inmate as follows:

1. If a contracting City requests the transport of another contracting City's Inmate from SCORE the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting City, it is the responsibility of the requesting City to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting City shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting City, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE's facility.
4. If the Inmate is returned to the custody of SCORE, the requesting City shall provide SCORE with sentencing/charge information. The requesting City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to a city that also contracts with the SCORE for Inmate housing.

ATTACHMENT E

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Black Diamond Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Black Diamond Inmate, the Booking Officers shall review all paperwork provided by the Black Diamond for all grounds to hold the Inmate.
2. Prior to releasing a Black Diamond Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Black Diamond, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Black Diamond Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Black Diamond Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Black Diamond, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. Black Diamond Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be transferred to ICE upon release from SCORE.

ATTACHMENT F

INMATE RELEASE

SCORE personnel will release Black Diamond Inmates as follows:

1. To the Black Diamond for return to the Inmate's residence or city of arrest.
2. Black Diamond Inmates for whom bail is posted, or who otherwise have a right to be released may:
 1. a) choose to remain in custody, by signing written waiver, and return to Black Diamond by the regularly scheduled transport
 2. b) be released to a family member or friend with confirmed transportation
 3. c) be released via private taxi

COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: Ordinance No. 11-959, amending 2011 Budget Ordinance No. 10-957 to reflect changes in revenues, expenditures.	Agenda Date: April 7, 2011		AB11-022	
	Department/Committee/Individual	Created	Reviewed	
	Mayor Rebecca Olness			
	City Administrator –			
	City Attorney –Chris Bacha			
	City Clerk – Brenda L. Martinez		X	
	Finance – May Miller	X		
	Public Works – Seth Boettcher			
	Economic Devel – Andy Williamson			
	Police – Jamey Kiblinger			
Cost Impact \$1,608,658	Court – Stephanie Metcalf			
Fund Source:				
Timeline:				

Attachments: Ordinance No. 11-959 and Exhibit A Detail Worksheets

SUMMARY STATEMENT:

Washington State law requires that municipal budgets be amended by the City Council when expenditures are higher than budget amount or when budget authority is exhausted from any particular fund. This ordinance includes many items previously approved by Council or carry-overs from previous years.

This technical housekeeping budget change adds an additional \$1,608,658 or about 13% to the 2011 budget adopted in December of 2010. The majority of the changes are technical changes to adjust beginning fund balance to the actual cash and investment as of January 1, 2011. These adjustments to actuals affect all funds and provide base beginning amounts for annual reporting and future budget development.

Most of the remaining budget changes are carry-over of projects authorized by Council that are not yet complete. 81% of the budget change or \$1,235,393 are General Government and Public Works projects in the 310 and 320 Funds. This amount includes the two new TIB projects authorized by Council this year under Resolution No. 11-730 & 11-733 for miscellaneous overlays and completing the Sidewalks from Morgan Street to the Library. The General Fund include some carry-over Yarrow Bay reimbursable projects plus amounts approved by Council for RH2 Engineering per Resolution No. 11-736 and for the Traffic Modeling approved by Resolution No. 11-731.

The balance of the budget change relates primarily to incorporating the Criminal Justice fund into the General fund and moving the Police vehicle budget to the Internal Service funds. Both of these are the result of changes required by the State Auditors office related to the GASB 54 accounting changes. The insurance recovery for the electric pole in the Water fund is also included.

COMMITTEE REVIEW AND RECOMMENDATION: Finance Committee reviewed and recommended approval at their April 7, 2011 meeting.

RECOMMENDED ACTION: **MOTION to adopt Ordinance No. 11-959, amending the 2011 Budget Ordinance No. 10-957 to reflect changes in**

revenues, expenditures.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 7, 2011		

ORDINANCE NO. 11-959

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING THE BUDGET FOR CALENDAR YEAR 2011 AS ADOPTED BY ORDINANCE 10-957 BY MEANS OF APPROPRIATIONS, ADJUSTMENTS AND TRANSFERS WITHIN VARIOUS FUNDS IN ACCOUNTS IN THE 2011 BUDGET.

WHEREAS, the amounts of dollars actually received within the accounts of various funds in the 2011 budget vary from the amounts set forth in Ordinance No. 10-957; and

WHEREAS, it is necessary to make adjustments to those accounts and/or funds by means of appropriation adjustments and transfers to the 2011 Budget; and

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

Section 1. Section 2 of Ordinance 10-957 is hereby amended with the following additions and reductions:

Fund #	Fund Title	Budget Change
Fund 001	General Fund	205,254
Fund 101	Street Fund	(48,996)
Fund 104	REET I	7,975
Fund 105	REET II	16,993
Fund 122	Criminal Justice	(161,538)
Fund 310	General Govt CIP Fund	290,448
Fund 320	Street CIP Fund	944,855
Fund 401	Water Fund	38,901
Fund 402	Water Supply Facility Fund	(1,058)
Fund 404	Water Capital Fund	179,127
Fund 407	Wastewater Fund	15,640
Fund 408	Wastewater Capital Fund	67,308
Fund 410	Stormwater Fund	(9,372)
Fund 510	Equipment Replacement Fund	63,121
Total		1,608,658

Section 2. This Ordinance shall be in full force and effect five days after its passage, approval, posting and publication in summary form as provided by law.

Introduced this 7th day of April, 2011.

Passed by a majority of the City Council at a meeting held on the 7th day of April 2011.

Mayor Rebecca Olness

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Chris Bacha, City Attorney

Published: _____

Posted: _____

Effective Date: _____

Exhibit A

City of Black Diamond, Washington

March 2011 Budget Adjustment Summary

A. Estimated Expenditures by Fund

Fund #	Fund Title	Ordinance 10-957	Ordinance 11-959	Total Budget 2011
		Budget 2011	Budget Amendment 2011	
Fund 001	General Fund	4,921,658	205,254	5,126,912
Fund 101	Street Fund	511,988	(48,996)	462,992
Fund 104	REET I	495,111	7,975	503,086
Fund 105	REET II	571,737	16,993	588,730
Fund 122	Criminal Justice	161,538	(161,538)	-
Fund 310	General Govt CIP Fund	502,860	290,448	793,308
Fund 320	Street CIP Fund	120,000	944,855	1,064,855
Fund 401	Water Fund	1,465,904	38,901	1,504,805
Fund 402	Water Supply Facility Fund	169,939	(1,058)	168,881
Fund 404	Water Capital Fund	602,309	179,127	781,436
Fund 407	Wastewater Fund	802,567	15,640	818,207
Fund 408	Wastewater Capital Fund	799,149	67,308	866,457
Fund 410	Stormwater Fund	499,024	(9,372)	489,652
Fund 510	Equipment Replacement Fund	253,480	63,121	316,601
Total		\$ 11,877,284	\$ 1,808,658	\$ 13,485,922

Exhibit A

Budget Change Detail Worksheet - March 2011

		Res or Ord # or Type of Change	REVENUE Change	EXPENSES Change
General Fund				
1 Beg C&I from est \$115,167 to act \$106,221	001 000 000 308 80 00 01	Adj Beginning Balance	(8,946)	0
2 Add aBeg CJ C&I from est \$0 to act \$72,339	001 000 000 308 80 00 01	Adj Beginning Balance	72,339	0
3 Beg C&I-Yarrow Bay from est \$252,276 to act \$163,790	001 000 000 308 80 00 02	Adj Beginning Balance	(88,486)	0
4 Adj Recycle Bud Res 10-721	001 000 000 336 05 20 07	Resolution 10-721	(98)	0
5 Marine Grant Revenue reduction to actual	001 000 210 336 00 84 00	Decrease Grant	(6,480)	0
6 Marine Grants (carryover)	001 000 215 521 10 64 00	Carrover from Prior Yr	0	609
7 Police Work Crew Screen Fee	001 000 210 342 36 02 00	Correction	100	0
8 Police work Crew Per Day Fee	001 000 210 342 36 03 00	Correction	400	0
9 # Police Work Crew State Exp	001 000 211 523 60 49 03	Correction	0	500
10 Eliminate CJ Transfer in	001 000 000 397 76 00 00	Criminal Justice Move	(90,000)	0
11 Add CJ Rev	001 000 216 300 00 00 00	Criminal Justice Move	91,250	0
12 Add CJ Exp	001 000 216 500 00 00 00	Criminal Justice Move	0	37,540
13 YB RH2 carry over-Lawson	001 000 255 345 89 10 04	Carrover from Prior Yr	20,251	0
14 YB RH2 carry over Villages	001 000 255 345 89 10 05	Carrover from Prior Yr	20,251	0
15 YB RH2 Carry over-Lawson	001 000 255 558 10 41 35	Carrover from Prior Yr	0	20,251
16 YB RH2 Carry over-Villages	001 000 255 558 10 41 36	Carrover from Prior Yr	0	20,251
17 YB RH2 Res 11-736 Lawson	001 000 255 345 89 10 04	Resolution 11-736	75,000	0
18 YB RH2 Res 11-736 Villages	001 000 255 345 89 10 05	Resolution 11-736	75,000	0
19 YB RH2 Res 11-736 Lawson	001 000 255 558 10 41 35	Resolution 11-736	0	75,000
20 YB RH2 Res 11-736 Villages	001 000 255 558 10 41 36	Resolution 11-736	0	75,000
21 YB Fire Imp Fee Carry over	001 000 255 345 89 10 08	Carrover from Prior Yr	17,300	0
22 YB Fire Imp Fee Carry over	001 000 255 558 10 41 46	Carrover from Prior Yr	0	17,300
23 YB Traffic Calming	001 000 255 345 89 10 08	Carrover from Prior Yr	10,530	0
24 YB Traffic Calming	001 000 255 558 10 41 47	Carrover from Prior Yr	0	10,530
25 YB Traffic Model Res11-731	001 000 255 345 89 10 08	Resolution 11-731	16,843	0
26 YB Traffic Model Res11-731	001 000 255 558 10 41 47	Resolution 11-731	0	16,843
27 Sub Total			205,254	273,824
28 Ending C&I bal to \$171,805	001 000 000 508 80 00 01	Adj Ending Balance	0	19,916
29 End C&I bal-Yarrow bay to \$163,790	001 000 000 508 80 00 02	Adj Ending Balance	0	(88,486)
30 Sub Total End C&I				(68,570)
31 Total General Fund			205,254	205,254
Street Fund 101				
32 Beg C&I from est \$372,850 to act \$323,854	101 000 000 308 80 00 00	Adj Beginning Balance	(48,996)	0
33 Ending C&I to \$255,658	101 000 000 508 80 00 00	Adj Ending Balance	0	(60,235)
34 Trf to New Overlay-Matching	101 000 000 597 32 53 00	Resolution 11-730	0	11,239
35 Total Street Fund			(48,996)	(48,996)
REET 1 104				
36 Beg C&I from est \$393,511 to act \$401,486	104 000 000 308 80 00 00	Adj Beginning Balance	7,975	0
37 Trf out to 310	104 000 000 597 31 53 00	Internal Correction	0	(40,000)
38 # Trf out to 510-police Car	104 000 000 597 51 53 00	Internal Correction	0	40,000
39 End C&I to \$323,586	104 000 000 508 80 00 00	Adj Ending Balance	0	7,975
40 Total REET I			7,975	7,975
REET 2 105				
41 Beg C&I from est \$538,237 to act \$543,991	105 000 000 308 80 00 00	Adj Beginning Balance	5,754	0
42 # Trans in from Street Pres.	105 000 000 397 32 00 00	Resolution 11-730	11,239	0
43 # Trf to 320-New TIB Match	105 000 000 597 32 53 00	Correction	0	32,000
44 Ending Fund Balance to \$377,969	105 000 000 508 80 00 00	Adj Ending Balance	0	(15,007)
45 Total REET II			16,993	16,993
Criminal Justice Fund 122				
46 Beg C&I from \$70,288 to zero (move to Gen Fund)	122 000 000 308 00 00 00	Transfer fund to GF	(70,288)	0
47 Revenue to zero	122 000 000 3 ** 00 00 00	Transfer fund to GF	(91,250)	0
48 Ending C & I to zero	122 000 000 508 00 00 00	Transfer fund to GF	0	(33,998)
49 Expenditures to zero	122 000 000 5 ** 00 00 00	Transfer fund to GF	0	(127,540)
50 Total Criminal Justice 122			(161,538)	(161,538)
Capital Imp Fund 310				
51 BEG C&I Remodel adj from est \$0 to act \$132,590	310 000 002 308 80 00 00	Adj Beginning Balance	132,590	0
52 Remodel	310 000 002 594 10 62 00	Carryover Prior Year	0	132,590
53 BEG C&I Boat Launch adj from est \$0 to act \$49,244	310 000 003 308 80 00 00	Adj Beginning Balance	49,244	0
54 Boat Launch	310 000 003 594 10 63 00	Carryover Prior Year	0	49,244
55 BEG C&I Trails adj from est \$0 to act \$16,094	310 000 004 308 80 00 00	Adj Beginning Balance	16,094	0
56 Trails	310 000 004 594 10 63 01	Carryover Prior Year	0	16,094
57 BEG C&I Gr Matching from est \$0 to act \$63,549	310 000 006 308 80 00 00	Adj Beginning Balance	63,549	0
58 # Grant matching	310 000 006 594 10 63 00	Carryover Prior Year	0	63,549
59 Trf in Police Car-move	310 000 010 397 00 10 40	Correction	(40,000)	0
60 Police Car-move to 510	310 000 010 521 10 64 00	Correction	0	(40,000)
61 BEG C&I IT-Police from est \$0 to act \$1,261	310 000 011 308 80 00 01	Adj Beginning Balance	1,261	0

Exhibit A

Budget Change Detail Worksheet - March 2011

		<i>Res or Ord # or Type of Change</i>	REVENUE Change	EXPENSES Change
68	# It Police	310 000 011 594 10 64 03	Carryover from Prior Year	1,261
69	BEG C&I It Gen Gov from est \$0 to act \$16,155	310 000 011 308 80 00 02	Adj Beginning Balance	16,155
70	# It Gen Gov	310 000 011 594 10 64 02	Carryover from Prior Year	16,155
71	BEG C&I Shoreline from est \$0 to act \$194	310 000 012 308 80 00 00	Adj Beginning Balance	194
72	Shoreline Grant	310 000 012 334 02 11 00	Record Grant Balance	20,285
73	# Shoreline	310 000 012 594 10 63 00	Carryover from Prior Year	20,479
74	BEG C&I Signs from est \$0 to act \$26,135	310 000 013 308 80 00 00	Adj Beginning Balance	0
75	# Signs	310 000 013 594 10 63 00	Carryover from Prior Year	26,135
76	BEG C&I Tree Mitigations from est \$0 to act \$4,941	310 000 016 308 80 00 00	Adj Beginning Balance	4,941
77	# Tree Mitigation	310 000 013 594 10 63 00	Carryover from Prior Year	4,941
78	Total Capt Imp 310		290,448	290,448
79	Capital Imp Fund 320			
80	BEG C&I St Pres from est \$0 to act \$45,245	320 000 002 308 80 00 00	Adj Beginning Balance	45,245
81	# Street Preservation Rev	320 000 002 595 30 62 00	Resolution 11-729	34,006
82	Transfer to Reet II	320 000 002 597 15 53 00	Resolution 11-730	11,239
83	BEG C&I Trans Study from est \$0 to act \$80,000	320 000 003 308 80 00 00	Adj Beginning Balance	80,000
84	# Trans Study	320 000 003 595 30 62 00	Carryover from Prior Year	0
85	BEG C&I RR Ave from est \$0 to act \$207,495	320 000 004 308 80 00 00	Adj Beginning Balance	207,495
86	# RR Ave	320 000 004 595 30 62 00	Carryover from Prior Year	0
87	BEG C&I Morgan Street from est \$0 to act (\$233,018)	320 000 007 308 80 00 00	Adj Beginning Balance	(233,018)
88	Morgan Street TIB Grant	320 000 007 334 03 80 00	Carrover from Prior Yr	87,765
89	Morgan Street CBDG Grant	320 000 007 337 03 50 00	Carrover from Prior Yr	300,762
90	# Morgan St Gray Osborn	320 000 007 595 61 63 02	Carrover from Prior Yr	28,297
91	# Morgan Street Const	320 000 007 595 61 63 00	Carrover from Prior Yr	0
92	BEG C&I Lawson & Newcastle from est \$0 to act \$25,000	320 000 009 308 80 00 00	Adj Beginning Balance	25,000
93	# Lawson & Newcastle	320 000 009 595 30 62 00	Carrover from Prior Yr	0
94	# TIB Grant-Misc Overlays	320 000 014 334 03 80 00	Resolution 11-730	101,149
95	# Grant Match-trf fr 101	320 000 014 397 00 10 10	Resolution 11-730	11,239
96	# Misc TIB Overlays	320 000 014 595 30 63 00	Resolution 11-730	112,388
97	# TIB Grant-Roberts-Morg/Lib	320 000 015 334 03 80 00	Resolution 11-733	287,218
98	# Grant match-trf fr 105	320 000 015 397 00 10 50	Resolution 11-733	32,000
99	# TIB Grant Robts-Morg/Lib	320 000 015 595 61 63 00	Resolution 11-733	319,218
100	Total Capt Imp 320		944,855	944,855
101	Water Fund 401			
102	Beg C&I from est \$133,745 to act \$146,061	401 000 000 308 80 00 00	Adj Beginning Balance	12,316
103	End C&I to \$128,339	401 000 000 508 80 00 00	Adj Ending Balance	11,316
104	Ins Recover-Elc pole	401 000 000 372 00 00 00	Insurance Recovery	26,585
105	#Elc Pole Repl	401 000 000 594 30 64 00	Insurance Recovery	0
106	Total Water Fund		38,901	38,901
107	WSFFA Fund 402			
108	Beg C&I from est \$29,939 to act \$28,881	402 000 0003508 80 00 00	Adj Beginning Balance	(1,058)
109	End C&I to \$28,881	402 000 000 508 80 00 00	Adj Ending Balance	0
110	Total WSFFA Fund 402		(1,058)	(1,058)
111	Water Capt Fund 404			
112	Beg C&I fro est \$601,309 to act \$780,436	404 000 000 308 80 00 00	Adj Beginning Balance	179,127
113	End C&I to \$556,436	404 000 000 508 80 00 00	Adj Ending Balance	0
114	Total Water Capt Fund 404		179,127	179,127
115	Wastewater Fund 407			
116	Beg C&I from est \$93,949 to act \$109,589	407 000 000 308 80 00 00	Adj Beginning Balance	15,640
117	End C&I to \$79,588	407 000 000 508 80 00 00	Adj Ending Balance	0
118	Total Wastewater Fund		15,640	15,640
119	Wastewater Capt Fund 408			
120	Beg C&I from est \$675,699 to act \$645,545	408 000 000 308 80 00 00	Adj Beginning Balance	(30,154)
121	End C&I to \$588,995	408 000 000 508 80 00 00	Adj Ending Balance	0
122	Beg C&I from est 0 to \$50,000	408 000 001 308 80 00 00	Beg Balance Carryover	50,000
123	# Infiltration & Inflow	408 000 001 594 30 63 00	Proj Carryover	50,000
124	Beg C&I from est 0 to \$24,456	408 000 004 308 80 00 00	Beg Balance Carryover	24,456
125	#Preservation	408 000 004 594 30 63 00	Proj Carryover	24,456
126	Beg C&I from est 0 to \$11,006	408 000 001 308 80 00 00	Beg Balance Carryover	11,006
127	# WW Comp Plan	408 000 001 594 30 63 00	Proj Carryover	11,006
128	#YB -Alt WW Stor Res10-722	408 000 008 367 00 00 00	Resolution 10-722	12,000
129	# WW Alt Stor RH2	408 000 008 594 30 00 00	Resolution 10-722	12,000
130	Total Watetr Capt Fund		67,308	67,308

Exhibit A

Budget Change Detail Worksheet - March 2011

				Res or Ord # or Type of Change	REVENUE Change	EXPENSES Change
131	Stormwater Fund 410					
132	Beg C&I from est \$49,262 to act \$44,523	410 000 000 308 80 00 00	Adj Beginning Balance	(4,739)		
133	End C&I to \$56,499	410 000 000 508 80 00 00	Adj Ending Balance			(4,739)
134	Beg C&I Grant from 0 to (\$3,236)	410 000 001 308 80 00 00	Adj Beginning Balance	(3,236)		
135	# Grant #1	410 000 001 334 03 10 00	Correction	(106,283)		
136	# Grant #1 Exp	410 000 001 595 40 63 00	Correction			(109,519)
137	# Grant # 2	410 000 002 334 03 10 00	Correction	80,000		
138	# Grant #2 Exp	410 000 002 595 40 63 00	Correction			80,000
139	YB Alt Site Study	410 000 003 367 00 00 00	Beg Balance Carryover	24,886		
140	# YB Alt Site Study	410 000 003 595 40 63 00	Beg Balance Carryover			24,886
141	Total 410			(9,372)		(9,372)
142	Internal Service Fund 510					
143	BFB-Fire Eq fro est \$33,660 to act \$56,682	510 000 100 308 80 00 00	Adj Beginning Balance	23,022		
144	End FB Fire Eq to \$56,682	510 000 100 508 80 00 00	Adj Ending Balance			23,022
145	BFB-PW Equip from est \$179,295 to act \$179,394	510 000 200 308 80 00 00	Adj Beginning Balance	99		
146	End FB PW Equip to \$179,394	510 000 200 508 80 00 00	Adj Ending Balance			99
147	# Transfer in REET 1 104	510 000 300 397 14 00 00	Correction	40,000		
148	# Police Car	510 000 300 594 10 00 00	Correction			40,000
149	Total 510			63,121		63,121
150						
151	Total BC			1,608,658		1,608,658

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No 11-744, authorizing the Mayor to execute Contract Amendment No. 2 to Seattle-King County Health Department Contract No D39300D for reimbursement of EMS for 2011	Agenda Date: April 7, 2011		AB11-023
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller	X	
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Stephanie Metcalf		
Fund Source: \$53,115 EMS Reimbursement	Comm. Dev. – Steve Pilcher		
Timeline:			
Attachments: Resolution No. 11-744, Contract Amendment No. 2			
SUMMARY: Seattle-King County Department of Public Health (a.k.a. Public Health-Seattle & King County) has set aside \$53,115 to help offset the costs of Black Diamond's Emergency Medical Services for 2011. Authorization is requested to have the Mayor execute the contract amendment for the funds for 2011. These Funds have already been included in the 2011 Budget.			
COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed the contract amendment for the 2011 EMS reimbursement at their March 31, 2011 meeting and recommended approval.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 11-744, authorizing the Mayor to execute Contract Amendment No. 2 to Seattle-King County Health Department Contract No. D39300D for reimbursement of Emergency Medical Services for 2011.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
April 7, 2011			

RESOLUTION NO. 11-744

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE CONTRACT
AMENDMENT NO. 2 TO PUBLIC HEALTH - SEATTLE AND
KING COUNTY CONTRACT NO. D39300D FOR BASIC
LIFE SUPPORT SERVICES REIMBURSEMENT FOR
EMERGENCY MEDICAL SERVICES**

WHEREAS, the City is authorized by Chapter 39.04 RCW to enter into contracts with other governmental jurisdictions;

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

Section 1. The Mayor is hereby authorized to execute contract Amendment No. 2 to Public Health-Seattle and King County Contract No. D39300D for Basic Life Support Services reimbursement for Emergency Medical Services, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF APRIL, 2011.

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CONTRACT AMENDMENT / CHANGE ORDER

CONTRACT # D39300D
AMENDMENT # 2

PROJECT NAME: Basic Life Support Services

PHSKC PROGRAM MONITOR: Mary Won

CONTRACTOR: City of Black Diamond
PO Box 599
Black Diamond, WA 98010

ORIGINAL CONTRACT START DATE: 1/1/09 AMENDMENT EFFECTIVE DATE: 1/1/11

This amendment effects the following changes:

CHANGES TO CONTRACT BOILERPLATE

1. AMEND Page 1, FUNDING LEVEL for 1/1/2011 to 12/31/2011, TO READ \$53,115.00

CHANGES TO CONTRACT EXHIBITS

1. AMEND Exhibit B, Budget, by adding the 2011 Budget as attached hereto.

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

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

KING COUNTY

CONTRACTOR

FOR
King County Executive

Signature

Date

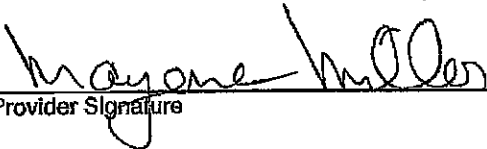
Name (please type or print)

Date

**EMERGENCY MEDICAL SERVICES FUNDS
2011 PROPOSED BUDGET - BASIC LIFE SUPPORT SERVICES**

Agency Name: City of Black Diamond
Contact Person: Mayene Miller Title: Finance Director
Address: po Box 599, Black Diamond, Wa 98010 Phone: 253-631-0351

BUDGET CATEGORY

	<u>Amount Requested</u> <u>for BLS</u>
Salaries & Benefits:	
EMT salaries	\$ 53,115.00
Other Salaries	
Overtime	
Subtotal Salaries:	\$ 53,115.00
Subtotal Employee Benefits:	
Subtotal Employee Salaries & Benefits:	\$ 53,115.00
Other Costs:	
Medical Supplies & Equipment	
Office & Computer Supplies & Equipment	
Uniforms, Fire & Safety Supplies	
Dispatch	
Communications	
Vehicle Maintenance	
Facility Costs	
Training	
Misc.	
Subtotal Other Costs:	\$ -
Total Operational Costs	\$ 53,115.00
Capital Costs	
Subtotal Capital Costs	
Subtotal Operational & Capital	\$ 53,115.00
Reserves (saved or used):	
GRAND TOTAL:	\$ 53,115.00
 Provider Signature	8-Feb-11

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Ordinance 11-960, repealing and re-enacting BDMC 12.08 regarding the assignment of street names and building addresses	Agenda Date: April 7, 2011		AB11-024
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		X
	City Administrator –		
	City Attorney – Chris Bacha		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
Cost Impact: None	Police – Jamey Kiblinger		
Fund Source: NA	Parks/Nat. Resources – Aaron Nix		
Timeline: NA	Community Dev. – Stacey Borland	X	
Attachments: Ordinance No. 11-960 , Ordinance No. 11-960 REDLINED Version			
SUMMARY STATEMENT:			
<p>Chapter 12.08 of the Black Diamond Municipal Code addresses the naming of streets and the assignment of building addresses. Reference is made to a map “of Edward J. Stair, consulting engineer” which is intended to be the guide for street names. Unfortunately, that map only applies to the historic main core of the city, meaning there is no guideline for the large areas of the city that are anticipated to experience development over the coming years.</p> <p>The existing code also does not contain any procedures in the event of the need to rename a street or re-assign an established building address. Staff has become aware of many instances of non-sequential building addressing that should ideally be changed in order to prevent confusion in the event of an emergency.</p> <p>The proposed code changes will provide the authorization for City administration to establish and implement a street naming and building addressing system. It also establishes requirements for the placement of building address numbers in order to ensure their visibility from the adjacent street.</p> <p>Finally, the new code states that City Council action is required in order to change an established street name or building address. This will provide the affected public the opportunity to comment before any change may be made.</p> <p>The street naming and building addressing policy will be developed with the input of planning, building, public works, police and fire departments.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Planning & Community Services Committee reviewed on March 14th; Public Safety reviewed March 17th; both recommend adoption.			
RECOMMENDED ACTION: MOTION to adopt Ordinance 11-960, repealing and re-enacting BDMC 12.08 regarding the assignment of street names and building addresses.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
April 7, 2011			

CITY OF BLACK DIAMOND WASHINGTON

ORDINANCE NO. 11-960

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, RELATING TO ASSIGNMENT OF STREET NAMES AND BUILDING ADDRESSES; REPEALING AND RE- ENACTING CHAPTER 12.08 OF THE BLACK DIAMOND MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City has previously adopted provisions for assignment of street names and building addresses which provisions have been codified at Chapter 12.08 of the Black Diamond Municipal Code; and

WHEREAS, since the last amendment to BDMC Ch. 12.08 in 1992, the City has re-organized its departments and therefore needs to update and amend BDMC Ch. 12.08 to conform to such re-organization; and

WHEREAS, the City further desires to delegate the process for assignment of street names and building addresses to administrative regulations approved by the Mayor; and

WHEREAS, the City anticipates there will be significant subdivision activity in the upcoming years that will result in numerous new streets and lots that will require naming and lot addressing per a consistent system; and

WHEREAS, the City further desires to establish a formal process for changing street names and building addresses; and

WHEREAS, the City Council finds that it is in the best interest of the public health, safety and welfare to repeal and readopt BDMC Ch. 12.08 as set forth herein;

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

Section 1. Repeal of BDMC Chapter 12.08 (Street Names and Building Addresses). Chapter 12.08 of the Black Diamond Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

12.08.010 Purpose.

The purpose of this chapter is to establish basic rules for the assignment of way-of-travel names and building addresses within the city and to grant the mayor or his/her designee the authority to develop a system and assign way-of-travel names and building addresses for new development within the city. Furthermore, this chapter contains provisions for changing the name of an existing way-of-travel or building number and placement of address numbers.

12.08.020 Applicability.

All ways-of-travel within the city, whether public or private, shall be named and addressed in accordance with this chapter.

12.08.025 Establish addressing guidelines.

A. For the purposes of this chapter “department” shall mean the Community Development Department.

B. The department shall maintain an addressing policy guide which shall contain administrative procedures and policies for the assignment of way-of-travel names and building addresses within the city.

12.08.030 Changing a way-of-travel name- Council authority.

A. Notwithstanding any other provision herein, the city council reserves the option to change way-of-travel names and change numbered ways-of-travel to named ways-of-travel. Only entire ways-of-travel lengths or distinct major portions of ways-of-travel are eligible for renaming.

B. Applications to the city council for redesignation shall contain the signatures of the majority of persons having ownership in properties addressed on the way-of-travel. Applications for redesignation shall be filed on forms provided by the department and shall be accompanied by the adopted application fee.

C. At a minimum, mailed and posted notice shall be provided at least 20 days prior to council consideration of a requested renaming. At a minimum, notice shall be provided to persons having ownership in properties addressed on the way-of-travel, the U.S. Postal Service and emergency services.

D. In its deliberations, the city council shall consider technical information provided by the department, location and development characteristics relative to the way-of-travel, the impact of the change on existing businesses and residences, and emergency vehicle responsiveness.

E. Any redesignation shall be accomplished by the adoption of an ordinance directing the change.

12.08.040 Way-of-travel signs.

Way-of-travel signs shall be erected in accordance with the City of Black Diamond Engineering Design and Construction Standards.

12.08.050 Determination of way-of-travel designations or addresses.

Whenever there is doubt or difference of opinion as to the correct way-of-travel designation or correct address, the way-of-travel designation or address shall be determined by the department and shall be guided by the specific provisions of this chapter to carry out the intent of this chapter.

12.08.060 Placement of address numbers.

A. The owner, occupant or renter of any addressed building, structure or premises shall conspicuously display the address of each building or each front entrance immediately above, on or at the side of the proper door so the number can be plainly seen from the adjacent way-of-travel. Properties with alley access shall also display the building address where it is plainly visible from the alley.

B. Each figure of the building number shall be a minimum of four (4) inches in height for single family residential occupancies. Individual suite numbers on commercial occupancies and individual multifamily unit numbers shall be a minimum of two (2) inches in height. Numbers shall be of a color that will contrast with the structure's background color and shall either be illuminated during periods of darkness, or be reflective, so the address numbers are easily seen at night.

C. Buildings shall have the building address numerals located in the upper 25 percent (25%) of the building face fronting the way-of-travel. This requirement may be reduced in situations where buildings are located no greater than ten (10) feet from the edge of right-of-way.

D. In situations where buildings are located further than ten (10) feet from the edge of the right-of-way, numeral size shall be as follows:

Land use or signage type	Less than 75 ft. setback from edge of right-of-way	Greater than 75 ft. setback from edge of right-of-way
Multifamily	12" high	18" high
Small commercial	12" high	18" high
Large commercial	18" high	24" high
Monument sign	8" high	

E. If the addressed building or structure cannot be seen or is greater than 50 feet from the nearest adjoining street, the address numbers shall be placed on a portion of the site that is clearly visible and no greater than 20 feet from the street.

F. Should the department find that any building, structure or premises is not provided with an address, is not correctly addressed, or is not using the assigned address, it shall notify the owner, agent or renter of the correct address. The address number shall be properly placed in accordance with the provisions of this chapter, by the effective date shown upon the notice. It shall be unlawful for any owner, agent or renter to display, advertise or use the wrong address after notification by the department.

G. Upon the completion of a building or buildings, or any alteration thereof which changes the entrances, it is unlawful for the owners, agents, occupants, tenants or lessees to assign or place any building number thereon unless it has been officially designated and approved by the department.

12.08.070 Changing a building number-Council authority.

A. An assigned building number may be changed by action of the city council upon petition for such change by the building owner, by petition by an outside service agency such as the U.S. Postal Service, or by petition of the department.

B. Prior to acting on any proposal to change a building number, the city council shall conduct at least one public hearing; provided, that if the building owner is the petitioner, a public hearing shall not be required.

C. Notice of the public hearing shall be provided to all potentially affected building owners, utility providers, the U.S. Postal Service, and any other appropriate outside service agencies as determined by the department, at least 10 calendar days prior to the public hearing.

D. In its deliberations, the city council shall consider technical information provided by the department, the impact of the change on the existing business or residence, and emergency vehicle responsiveness.

E. Any redesignation shall be accomplished by the adoption of an ordinance directing the change.

12.08.080 Records of current addresses.

The department shall maintain the official record of current addresses.

12.08.090 Enforcement authority.

Any addition, to any other penalties or enforcement action authorized herein, violations of this Chapter may be enforced by the City pursuant to BDMC 8.02.

12.08.100 Severability.

Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such

decision shall not affect the validity of the remaining portions of this chapter.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force at 12:01 a.m. on July 1, 2010 or five (5) days after the date of publication, whichever is the later.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 7TH DAY OF APRIL, 2011.

CITY OF BLACK DIAMOND

Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

Approved as to form:

Chris D. Bacha,
Kenyon Disend, PLLC
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 11-XXX
Date of Publication:
Effective Date:

CITY OF BLACK DIAMOND

WASHINGTON

ORDINANCE NO. 11-960

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, RELATING TO ASSIGNMENT OF STREET NAMES AND BUILDING ADDRESSES; REPEALING AND RE- ENACTING CHAPTER 12.08 OF THE BLACK DIAMOND MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City has previously adopted provisions for assignment of street names and building addresses which provisions have been codified at Chapter 12.08 of the Black Diamond Municipal Code; and

WHEREAS, since the last amendment to BDMC Ch. 12.08 in 1992, the City has re-organized its departments and therefore needs to update and amend BDMC Ch. 12.08 to conform to such re-organization; and

WHEREAS, the City further desires to delegate the process for assignment of street names and building addresses to administrative regulations approved by the Mayor; and

WHEREAS, the City anticipates there will be significant subdivision activity in the upcoming years that will result in numerous new streets and lots that will require naming and lot addressing per a consistent system; and

WHEREAS, the City further desires to establish a formal process for changing street names and building addresses; and

WHEREAS, the City Council finds that it is in the best interest of the public health, safety and welfare to repeal and readopt BDMC Ch. 12.08 as set forth herein;

Chapter 12.08 STREET NAMES AND BUILDING ADDRESSES

Sections:

- ~~12.08.010 Street naming map adopted Purpose.~~
- ~~12.08.020 Purpose of provisions Applicability.~~
- ~~12.08.025 Establish addressing guidelines.~~
- ~~12.08.030 Road designation scheme Changing a way of travel name Council authority.~~
- ~~12.08.040 Building addresses Assignment guidelines Way-of-travel signs.~~
- ~~12.08.050 Determination of road way of travel designations or addresses.~~
- ~~12.08.060 Maintenance Placement of address numbers.~~
- ~~12.08.070 Redesignation of streets Changing a building number Council authority.~~
- ~~12.08.080 Records of current addresses.~~
- ~~12.08.090 Enforcement authority.~~
- ~~12.08.100 Severability.~~

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

Section 1. Repeal of BDMC Chapter 12.08 (Street Names and Building Addresses). Chapter 12.08 of the Black Diamond Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

~~**12.08.010 Street naming map adopted Purpose.**~~

~~It is ordained in the ordinance codified in this section that the city council enter into, agree upon and establish and adopt street names for the streets, avenues, drives and roads in the city, all as set forth in the map of Edward J. Stair, consulting engineer, which is attached to the ordinance codified in this section and by reference incorporated in this section as to all the particulars set forth. (Ord. 123 § 1, 1970) The purpose of this chapter is to establish basic rules for the assignment of way-of-travel names and building addresses within the city and to grant the mayor or his/her designee the authority to develop a system and assign way-of-travel names and building addresses for new development within the city. Furthermore, this chapter contains provisions for changing the name of an existing way-of-travel or building number and placement of address numbers.~~

-12.08.020 Purpose of provisions:Applicability.

All ways-of-travel within the city, whether public or private, shall be named and addressed in accordance with this chapter.

-The purpose of this chapter is to grant the building and land development division, hereafter called the "division," the authority to assign road names and numbers, and address the principal entrances of all buildings or other uses in conformance with the grid system adopted by King County Resolution 16622. (Ord. 457 § 1, 1992)

12.08.025 Establish addressing guidelines.

A. For the purposes of this chapter "department" shall mean the Community Development Department.

B. The department shall maintain an addressing policy guide which shall contain administrative procedures and policies for the assignment of way-of-travel names and building addresses within the city.

-12.08.030 Road designation scheme.

-A. Public or private roads shall be designated within the guidelines of the grid system as determined by the division. Named roads can only be assigned when the numbered grid is determined and feasible by the division. The division may redesignate existing private roads if such roads are determined to be inconsistent with the surrounding road designation system.

-B. All roads shall carry a geographic suffix or prefix. Roads designated as avenues shall carry a geographic suffix and be in a north-south direction, and roads designated as streets shall carry a geographic prefix and be in an east-west direction. Diagonal roads are treated as being either north-south or east-west roads. Names such as "place," "way," "court" and "drive" may be used on a road running either direction.

-C. Appeals of designations shall be heard directly by the council. (Ord. 457 § 3, 1992)

12.08.030 Changing a way-of-travel name- Council redesignation authority.

A. Notwithstanding any other provision herein, the city council reserves the option to change way-of-travel names and change numbered ways-of-travel to named ways-of-travel. Only entire ways-of-travel lengths or distinct major portions of ways-of-travel are eligible for renaming.

B. Applications to the city council for redesignation shall contain the signatures of the majority of persons having ownership in properties addressed on the way-of-travel. Applications for redesignation shall be

filed on forms provided by the department and shall be accompanied by the adopted application fee.

C. At a minimum, mailed and posted notice shall be provided at least 20 days prior to council consideration of a requested renaming. At a minimum, notice shall be provided to persons having ownership in properties addressed on the way-of-travel, the U.S. Postal Service and emergency services.

D. In its deliberations, the city council shall consider technical information provided by the department, location and development characteristics relative to the way-of-travel, the impact of the change on existing businesses and residences, and emergency vehicle responsiveness.

E. Any redesignation shall be accomplished by the adoption of an ordinance directing the change.

12.08.040 Building addresses-Assignment guidelines.

~~A. The assignment of addresses for new buildings will occur in conjunction with the issuance of a building permit. B. The assignment of addresses shall be based on the following criteria: even numbers shall be used on the northerly side of roads named as east-west and on the easterly side of roads named as north-south. Odd numbers shall be used on the southerly side of roads named as east-west and on the westerly side of roads named as north-south. Addresses shall be assigned whole numbers only. C. Should the division find that any building, structure or premises is not provided with an address, is not correctly addressed, or is not using the assigned address, it shall notify the owner, agent or renter of the correct address. The address number shall be properly placed in accordance with the provisions of this section, by the effective date shown upon the notice. It shall be unlawful for any owner, agent or renter to display, advertise or use the wrong address after notification by the division. (Ord. 457 § 4, 1992)~~

12.08.040 Way-of-travel signs.

~~A. Way-of-travel signs shall be erected in accordance with the City of Black Diamond Engineering Design and Construction Standards.~~

12.08.050 Determination of road-way-of-travel designations or addresses.

~~Whenever there is doubt or difference of opinion as to the correct road way-of-travel designation or correct address, the road-way-of-travel designation or address shall be determined by the division-department and shall be guided by the specific provisions of this chapter to carrying out the intent of this chapter. (Ord. 457 § 5, 1992)~~

12.08.060 Maintenance-Placement of address numbers.

A. The owner, occupant or renter of any addressed building, structure or premises shall conspicuously display the address of each building or each front entrance immediately above, on or at the side of the proper door so the number can be plainly seen from the adjacent way-of-travel. Properties with alley access shall also display the building address where it is plainly visible from the alley.

B. Each figure of the building number shall be a minimum of four (4) inches in height for single family residential occupancies. Individual suite numbers on commercial occupancies and individual multifamily unit numbers shall be a minimum of two (2) inches in height. Numbers shall be of a color that will contrast with the structure's background color and shall either be illuminated during periods of darkness, or be reflective, so the address numbers are easily seen at night.

C. Buildings shall have the building address numerals located in the upper 25 percent (25%) of the building face fronting the way-of-travel. This requirement may be reduced in situations where buildings are located no greater than ten (10) feet from the edge of right-of-way.

D. In situations where buildings are located further than ten (10) feet from the edge of the right-of-way, numeral size shall be as follows:

<u>Land use or signage type</u>	<u>Less than 75 ft. setback from edge of right-of-way</u>	<u>Greater than 75 ft. setback from edge of right-of-way</u>
<u>Multifamily</u>	<u>12" high</u>	<u>18" high</u>
<u>Small commercial</u>	<u>12" high</u>	<u>18" high</u>
<u>Large commercial</u>	<u>18" high</u>	<u>24" high</u>
<u>Monument sign</u>	<u>8" high</u>	

E. If the addressed building or structure cannot be seen or is greater than 50 feet from the nearest adjoining street, the address numbers shall be placed on a portion of the site that is clearly visible and no greater than 20 feet from the street.

F. Should the department find that any building, structure or premises is not provided with an address, is not correctly addressed, or is not using the assigned address, it shall notify the owner, agent or renter of the correct address. The address number shall be properly placed in accordance with the provisions of this chapter, by the effective date shown upon the notice.

It shall be unlawful for any owner, agent or renter to display, advertise or use the wrong address after notification by the department.

G. Upon the completion of a building or buildings, or any alteration thereof which changes the entrances, it is unlawful for the owners, agents, occupants, tenants or lessees to assign or place any building number thereon unless it has been officially designated and approved by the department.

A. The owner, occupant or renter of any addressed building or other structure shall maintain the address in a conspicuous place over or near the principal entrance or entrances, or in such other conspicuous place as is necessary for visually locating such address.

B. The address number shall be easily legible figures, not less than three inches high if a residential use or individual multifamily unit, nor less than five inches high if a commercial use. Numbers shall contrast with the color of the building or structure upon which they are placed, and shall either be illuminated during periods of darkness, or be reflective so they are easily seen at night. (Ord. 457 § 5, 1992)

12.08.070 Redesignation of streetsChanging a building number-Council authority.

A. An assigned building number may be changed by action of the city council upon petition for such change by the building owner, by petition by an outside service agency such as the U.S. Postal Service, or by petition of the department.

B. Prior to acting on any proposal to change a building number, the city council shall conduct at least one public hearing; provided, that if the building owner is the petitioner, a public hearing shall not be required.

C. Notice of the public hearing shall be provided to all potentially affected building owners, utility providers, the U.S. Postal Service, and any other appropriate outside service agencies as determined by the department, at least 10 calendar days prior to the public hearing.

D. In its deliberations, the city council shall consider technical information provided by the department, the impact of the change on the existing business or residence, and emergency vehicle responsiveness.

E. Any redesignation shall be accomplished by the adoption of an ordinance directing the change.

The department shall develop procedures for the filing and processing of such petitions.

A. Notwithstanding the provisions of Sections 12.08.020 and 12.08.030 of this chapter, the city council reserves the option of changing street names or changing numbered streets to named streets. Applications to the council for street renaming shall contain the signatures of the majority of persons having ownership and properties addressed on the street to be renamed. Notice of proposed name changes shall be mailed to all property owners

~~whose addresses would be changed at least twenty days prior to council action. A change of street names shall be accomplished by the adoption of an ordinance directing the change.~~

~~B. The council shall consider technical input from the division, locational and development characteristics relative to the street, and the impact of the change on existing business and residences, as well as on emergency vehicle responsiveness, in determining whether the change should be made. Only entire street lengths or distinct major portions of streets shall be separately renamed by the city. For the purposes of this chapter, "distinct major portions" shall mean a separate portion of a street identifiable by either a directional shift of at least forty-five degrees, or an interrupted interval of at least one-quarter mile. (Ord. 457 § 8, 1992)~~

12.08.080 Records of current addresses.

~~The division—department shall maintain the official record of current addresses. (Ord. 457 § 6, 1992)~~

12.08.090 Enforcement authority.

~~Administration of the city shall be permitted to seek civil remedies to enforce the provisions of this chapter against any person, firm or corporation failing to comply with the requirements of this chapter. Any addition, to any other penalties or enforcement action authorized herein, violations of this Chapter may be enforced by the City pursuant to BDMC 8.02. (Ord. 457 § 7, 1992)~~

12.08.100 Severability.

Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force at 12:01 a.m. on July 1, 2010 or five (5) days after the date of publication, whichever is the later.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING
THEREOF ON THE _____ DAY OF _____, 2011.

CITY OF BLACK DIAMOND

Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

Brenda Martinez, City Clerk

Approved as to form:

Chris D. Bacha,
Kenyon Disend, PLLC
City Attorney

Filed with the City Clerk;
Passed by the City Council;
Ordinance No.
Date of Publication:
Effective Date:

(Ord. 457 § 9, 1992)

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 11-745, authorizing the purchase of a newer model, used slope mower from Washington Tractor, Inc in Sumner	Agenda Date: April 7, 2011		AB11-025
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$75,417	Court – Stephanie Metcalf		
Fund Source: Public Works Equipment	Comm. Dev. – Steve Pilcher		
Timeline: April, 2011			
Attachments: Resolution No. 11-745, Budget sheet, Picture, Bid tabulation, Quote from Washington Tractor, Inc.			
SUMMARY STATEMENT: <p>The Public Works Department is requesting permission to purchase a newer model, used slope mower for a maximum amount of \$75,417 (\$69,000 + sales tax of \$6,417). The mower is a 2007 John Deere 6615 Tractor with Diamond Mower. A slope mower was approved for the 2011 budget in the amount of \$75,000. The staff completed a bid solicitation according to RCW 35.23.352 in March, 2011.</p> <p>City staff solicited bids from ten vendors and received four bids for this model of mower. Washington Tractor provided the lowest bid. The mower is a 2007 John Deere 6615 Tractor with Diamond Mower. The additional \$417 is available in the Public Works Equipment Fund.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 11-745, authorizing the purchase of a newer model, used slope mower from Washington Tractor, Inc. in Sumner.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
April 7, 2011			

RESOLUTION NO. 11-745

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PURCHASE OF A NEW SLOPE
MOWER FOR THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the City's current slope mower is nearing the end of its useful life; and

WHEREAS, the City has identified the need, and budgeted \$75,000 for a newer model, used slope mower; and

WHEREAS, the City has properly solicited bids for used equipment as per RCW 35.23.352; and

WHEREAS, The City received four (4) bids for a 2007 John Deere 6615 Tractor with Diamond Mower and Washington Tractor, Inc. in Sumner was the lowest bid;

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

Section 1. The City Council hereby authorizes the purchase of a John Deere 6615 Tractor with Diamond Mower from Washington Tractor, Inc. for the Public Works Department for an amount not to exceed \$75,417.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF APRIL, 2011.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

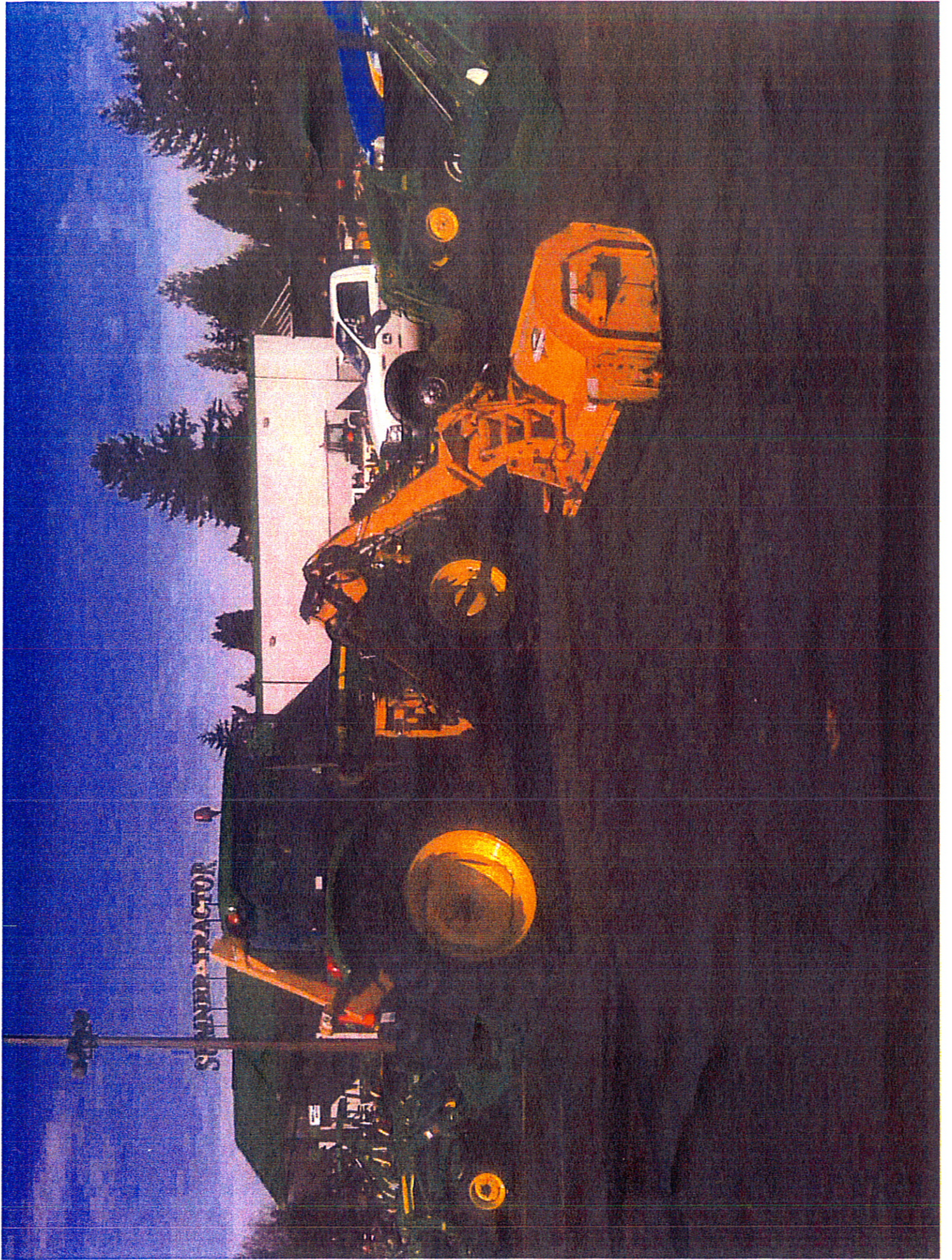


City of Black Diamond Final Budget 2011

Internal Service Fund 510

This internal service fund was established to separate internal funds from other funds. They include Fire and Public Works equipment replacement. Some examples of equipment are vehicles and slope mower replacements.

510 - 1 Fire Equipment Reserves	2009 Actual	2010 Amended Budget	2010 Actual	2011 Budget	10 to 11 Bdgt Change	% Budget Change
REVENUE						
LGIP Investment Interest	427	700	173	200	(500)	-71.4%
Subtotal Revenue	427	700	173	200	(500)	-71.4%
Beginning Cash & Investments	56,083	56,510	56,509	33,660	(22,850)	-40.4%
Total Sources	56,510	57,210	56,682	33,860	(23,350)	-40.8%
EXPENDITURES						
Engine 98 Repair		23,000			(23,000)	-100%
Subtotal Expenditures	-	23,000	-	-	(23,000)	-100%
Ending Cash & Investments	56,510	57,210	56,682	33,860	(23,350)	-40.8%
Total Uses - 100 Fire Reserves	56,510	57,210	56,682	33,860	(23,350)	-40.8%
510 - 2 Public Works Equip Reserves						
REVENUE						
LGIP Investment Interest	950	1,200	424	325	(875)	-72.9%
Transfer in Water Capital	10,000	10,000	10,000	10,000	-	0.0%
Transfer in Wastewtr Capital	10,000	10,000	10,000	10,000	-	0.0%
Transfer in Stormwater Fund	10,000	10,000	10,000	10,000	-	0.0%
Transfer from Street for Equipment	10,000	10,000	10,000	10,000	-	0.0%
Total Revenue	40,950	41,200	40,424	40,325	(875)	-2.1%
Beginning Cash & Investments	122,725	163,675	163,675	179,295	15,620	9.5%
Total Sources	163,675	204,875	204,099	219,620	14,745	7.2%
EXPENDITURES						
1998 Ford Dump Truck		24,705	24,705		(24,705)	-100.0%
Slope Mower				75,000	75,000	100.0%
Used 2 - 3 ton Utility Truck				25,000	25,000	100.0%
Radios				5,000	5,000	100.0%
Subtotal Expenditures	-	24,705	24,705	105,000	80,295	325.0%
Ending Cash & Investments	163,675	180,170	179,394	114,620	(65,550)	-36.4%
Total Uses - 200 PW Equip Reserves	163,675	204,875	204,099	219,620	14,745	7.2%



Slope Mower Bid Tabulation

City of Black Diamond Slope Mower Bids March, 2011	Washington Tractor, Inc. Sumner, WA	North Washington Implement Lynden, WA	Barnett Implement Snohomish, WA	US Mower Burlington, WA	Liberty Farm Equipment Ellensburg, WA	Brim Tractor Sumner, WA	Western Power Equipment Auburn, WA	Pape Machinery Kent, WA	Tractor House Lynden, WA	Tractor Portal Burlington, WA
Bid Solicited?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid Provided?	Yes	Yes	Yes	Yes	No	No	No	No	No	No
Is the equipment similar to a 2007 John Deere 6615?	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A
Bid Amount	\$69,000.00	\$72,150.00	\$73,350.00	\$97,235.54	-	-	-	-	-	-
Tax	\$6,417.00	\$6,854.25	\$6,308.10	\$7,973.31	-	-	-	-	-	-
TOTAL	\$75,417.00	\$79,004.25	\$79,658.10	\$105,208.85	-	-	-	-	-	-



WASHINGTON TRACTOR, INC.
603 Harrison Street
SUMNER, WA 98390
Phone: 253-863-4436
Fax: 253-863-1523

Quote Id : 5271736

Customer Name : CITY OF BLACK DIAMOND

Quote Summary

Prepared For :
CITY OF BLACK DIAMOND
PO BOX 599
BLACK DIAMOND, WA 98010
Business:360-886-2523

Prepared By:
SCOTT NORDEEN
603 Harrison Street
SUMNER, WA 98390
scottn@washingtonttractor.org

Quote Id : 5271736
Created On : March 23, 2011
Last Modified On : March 23, 2011
Expiration Date: April 27, 2011

Equipment Summary	Selling Price	Qty	Extended
2007 JOHN DEERE 6615 TRACTOR WITH DIAMOND MOWER- LO6615D479665	\$ 69,000.00	X 1 =	\$ 69,000.00

Equipment Total	\$ 69,000.00
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Quote Summary

Equipment Total	\$ 69,000.00
SubTotal	\$ 69,000.00
Sales Tax	\$ 0.00
Total	\$ 69,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 69,000.00

Salesperson : X _____

Accepted By : X _____

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