



CITY OF BLACK DIAMOND
June 4, 2015 Regular Business Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) **Claim Checks** – June 4, 2015, No. 42325 through No. 42355 and EFTs in the amount of \$42,913.32
- 2) **Minutes** – Council Work Session/Town Hall Meeting of May 14, 2015 and Council Meeting of May 21, 2015

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 360-886-5700. Thank you for attending.

PUBLIC HEARINGS:

- 3) **AB15-041** - Proposed Six Year (2016-2021) Transportation Improvement Plan Mr. Boettcher

UNFINISHED BUSINESS:

NEW BUSINESS:

- 4) **AB15-042** – Resolution Authorizing Contract with Susan Drummond PLLC Mr. Williamson
- 5) **AB15-043** – Resolution Authorizing Lake Sawyer Community Club 4th of July Special Event Mr. Williamson

DEPARTMENT REPORTS:

MAYOR’S REPORT:

COUNCIL REPORTS:

A. Council Standing Committees and Regional Committees

- Councilmember Deady – Chair – Public Safety Committee; Budget, Finance and Administration Committee; Domestic Violence Committee
- Councilmember Morgan – Planning and Community Service Committee; Cemetery and Parks Committee; Water Resource Inventory Area Committee (WRIA 9)
- Councilmember Edelman – Chair - Budget, Finance, Administration Committee; Chair - Planning and Community Service Committee; Public Issues Committee (PIC)
- Councilmember Goodwin – Cemetery and Parks Committee; Public Works Committee
- Councilmember Taylor, Chair - Public Works Committee; Public Safety Committee

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB15-041	Agenda Date: June 4, 2015	AB15-041
Public Hearing for the 2016-2021 Six Year Transportation Improvement Program.	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): Planning for various budgets		
Fund Source: Various	Public Works – Seth Boettcher	X
Timeline: As per individual project schedules	Court – Stephanie Metcalf	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Six-Year Transportation Improvement Program		
<p>SUMMARY STATEMENT:</p> <p>The City is required to update its Six Year Transportation Improvement Program (TIP) per Revised Code of Washington (RCW) 35.77.010 and file the TIP with the Washington State Department of Transportation (WSDOT).</p> <p>Most grant programs require projects to be on the City's Six Year TIP. The City is required by State law to update the TIP prior to July 1st of each year.</p> <p>Resolution to adopt the 2016-2021 Six Year TIP will be presented at the June 18, 2015 City Council Meeting.</p>		
<p>FISCAL NOTE (Finance Department):</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</p>		
<p>RECOMMENDED ACTION: None – Public Hearing</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 4, 2015		

2016-2021 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
1	2016	General Street Improvement	N/A	N/A	Chip sealing, crack sealing, patch work, addressing minor safety problems	N/A	\$30,000/year; \$180,000 total	Local City Funds
2	2019	Roberts Drive/SR 169 Roundabout	N/A	N/A	Two lane Roundabout	N/A	\$ 7,070,000	Developer Mitigation and Grant
3	2016	Roberts Drive Rehabilitation, phase 1	75' west of Rock Creek Bridge	City Hall	Grind, patch, replace panels, crack sealing, shoulder reinforcement, upgrade Rock Creek Bridge	0.35	\$ 1,474,300	TIB Grant, Developer Mitigation, Local City Funds
4	2017	Roberts Drive Rehabilitation, phase 2	City Hall	King County Library	Grind, patch, replace panels, crack sealing, shoulder reinforcement	0.23	\$ 350,000	Pavement Preservation Grant, Local City Funds
5	2020	Roberts Drive Rehabilitation, phase 3	King County Library	S.R. 169	Widening and overlay, sidewalk, street lighting, and stormwater improvements	0.56	\$ 900,000	Local City Funds
6	2016	King County Housing ADA Improvements (1st Ave.)	Baker St.	Approx. 250' south of Baker St.	Remove existing sidewalk, Install new sidewalk and curb ramps	0.10	\$ 155,000	CDBG Grant
7	2016	Grant Matching Fund	N/A	N/A	Matching funds for grants	N/A	\$40,000/year; \$240,000 total	Local City Funds
8	2018	Lawson Street Sidewalk, Ph. II	6th Ave.	Newcastle Dr.	5-foot sidewalk on the north side of Lawson Street	0.19	\$ 356,000	Grant/ TIB, Grant/Safe Routes to School, Developer Mitigation
9	2017	Jones Lake Road	S.R. 169	Railroad Ave.	Patching and overlay	0.29	\$ 122,000	Grant/ TIB, Local City Funds
10	2017	228th/224th/216th Chip Seal	SE 312th St.	Covington-Sawyer Road	Patching and chip sealing (excluding in front of Kentlake Highlands & Fire Station)	1.46	\$ 129,000	Grant/ TIB, Local City Funds

PUBLIC HEARING: held Thursday, June 4, 2015
7:00 p.m., Black Diamond City Council Chambers

2016-2021 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
11	2018	232nd Ave. SE Overlay or Chip Seal	SE 288th St.	SE 293rd St.	Patching and overlay	0.29	\$ 143,000	Grant/ TIB, Local City Funds
12	2017	Commission Sidewalk Morgan Creek Neighborhood Roads Preservation	Railroad Ave. @ Museum	Commission St. behind Museum	Install decorative sidewalk and concrete sidewalk, ADA improvements	0.04	\$ 150,000	Grant/Pedestrian, Museum In-Kind Contribution, Local City Funds
13	2019		N/A	N/A	Seal Coat	1.19	\$ 97,000	Local City Funds
14	2021	Sidewalk Extensions & Bike Lanes	N/A	N/A	Sidewalk extensions and roadway widening to add bike lines	N/A	\$ 400,000	Grant Funds
TOTAL ALL PROJECTS							\$ 11,766,300	

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB15-042 Resolution Authorizing the Mayor to execute an Agreement with Susan Drummond PLLC	Agenda Date: June 4, 2015	
	AB15-042	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	X
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$19,000.	Public Works – Seth Boettcher	
Fund Source: -- MDRT	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 15-1029; contract		
SUMMARY STATEMENT: <p>The City is appealing the UTRC decision and is moving forward with the assumption process of the disputed 98 acres in the Villages' project as directed by the city council.</p> <p>Susan Drummond LLC has represented the city in the past on this matter and city staff and the city attorney recommend that we continue with Susan Drummond LLC to represent the city as our attorney</p>		
FISCAL NOTE (Finance Department): The not to exceed estimate of \$19,000 will be 100% reimbursed under the MDRT section of the Funding Agreement.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The finance committee reviewed the contract and recommended approval at their May 26 meeting		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 15-1029, authorizing the Mayor to execute a contract with Susan Drummond PLLC.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
June 4, 2015		

RESOLUTION NO. 15-1029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ATTORNEY SERVICES WITH SUSAN DRUMMOND, PLLC TO ASSIST THE CITY WITH THE APPEAL OF THE UTRC DECISION IN THE DISPUTED 98 ACRES SERVICE AREA IN THE VILLAGES AND THE ASSUMPTION OF THE DISPUTED 98 ACRES

WHEREAS, Susan Drummond, PLLC is currently working with the City on water rights and she has the expertise and familiarity necessary to provide this assistance; and

WHEREAS, City staff along with the City Attorney believes it is in the City's best interest and will provide cost savings to have Susan Drummond, PLLC preform this work; and

WHEREAS, the cost for this assistance is covered under the 2014/2015 MDRT budget;

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 Attorney Services with Susan Drummond, PLLC to assist the City in the appeal of the UTRC decision and the assumption of the disputed 98 acres in the villages'

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF JUNE, 2015.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

AGREEMENT FOR ATTORNEY SERVICES

THIS AGREEMENT, is made between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City") and the Law Offices of Susan Elizabeth Drummond, PLLC, a limited liability corporation organized under the laws of the State of Washington, located and doing business at 5400 Carillon Point, Bldg. 5000, Ste. 476, Kirkland, WA 98033 (hereinafter the "Attorney").

Section 1. Purpose. The purpose of this Agreement is to ensure that the City receives professional services from the Attorney in an effective, timely and cost efficient manner while ensuring that the Attorney is appropriately and fairly compensated for services rendered.

Section 2. Scope of Service. The Attorney agrees to provide legal services, as requested by the City, in connection with: (1) the City's appeal of the King County Utilities Technical Review Committee Decision; and (2) the City's assumption of water utility service pursuant to Ch. 35.13A RCW, of the approximately 98 acres which was the subject of the UTRC proceeding. In summary, legal services may include representing the City with respect to the following:

- Hearing Examiner Appeal
- Assumption Proceedings

Section 3. Compensation. The City hereby agrees to pay Attorney for legal services at the rate of Two Hundred Twenty Dollars (\$220.00) per hour up to a not-to-exceed amount of nineteen thousand Dollars (\$19,000). This is the maximum amount to be paid under this Agreement for the services described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Agreement. The Attorney agrees that the hourly rate charged for the Attorney's services contracted for herein shall remain locked in at the negotiated rate for a period of one (1) year from the effective date of this Agreement. Attorney agrees to use every appropriate method to contain her fees on these matters.

The charges for legal services provided will be based on actual time or based on increments which are no greater than 6 minutes. The Attorney may bill for travel time, but for no more than one hour from portal to portal during one day. No separate charges shall be paid for the following ordinary costs of doing business: local and long distance telephone costs and charges, postage, meals, clerical staff work, supplies and word processing. The City agrees to reimburse the extraordinary expenses incurred by Attorney, at cost with no mark-up as follows: legal messenger services, large volume photocopies prepared at the Attorney's office shall be reimbursed at the rate of \$.15 per page, large volume photocopies prepared by outside reproduction service shall be reimbursed at cost; computerized legal research over and above the Attorneys' monthly fee shall be reimbursed at cost but only when approved in advance by the City Attorney.

Section 4. Independent Contractor Status. It is expressly understood and agreed that Attorney, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the City. The parties agree that the Attorney has the ability to control and direct the performance and details of his work, the City being interested only in the results obtained.

Section 5. Billings. Attorney shall submit to the Black Diamond Economic Development and Master Planned Development Review Team Director ("MDRT Director"), Andy Williamson, monthly bills for the assigned matter describing the legal services provided during the previous month. Attorney shall not bill for duplicate services performed by more than one person or for services to correct Attorney errors or oversights. Attorney shall bill for only one participant in a conference or consultation between members of Attorneys' firm.

Attorneys' monthly bills shall include, at a minimum, the following information for each specific matter to which such services or costs pertain: the name of the matter; a brief description of the legal services performed; the date the services were performed; and the amount of time spent on each date services were performed and by whom. In addition to providing copies of all documents as specified below, Attorneys shall provide any information that will assist the City in performing a thorough review and/or audit of the billings, as may be requested by the City.

Unless the City objects to all or any portion of an invoice, the City shall pay the full amount within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Attorney of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

Any invoices reflecting separate charges for computerized legal research must include copies of the invoice for such computerized legal research associated with the services provided to the City.

Section 6. Advice and Status Reporting. Attorney shall provide the City Attorney and City Council with timely notice and advice of all significant developments arising during performance of her services hereunder, orally or in writing, as appropriate or as requested. Attorney shall provide the City Attorney and/or MDRT Director, Andy Williamson, with copies of all e-mails, pleadings, motions, discovery, correspondence, and other documents prepared by the Attorney, including research memoranda, or received by the Attorney unless they have been otherwise provided to the City.

Section 7. Communications. Attorney will communicate primarily with MDRT Director, Andy Williamson, and Carol Morris, City Attorney.

Section 8. Non-Assignment. The parties recognize hereto that a substantial inducement to the City for entering into this Agreement was, and is, the professional

reputation and competence of the Attorney. Neither this Agreement nor any interest therein may be assigned by Susan Drummond without the prior written approval of the City.

Section 9. Indemnification and Insurance.

A. The Attorney shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Attorney in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Attorney's obligations and indemnity under this paragraph shall be effective only to the extent of Attorney's negligence. The provisions of this indemnification shall survive the termination or expiration of this Agreement. The indemnification clause is reciprocal, with City indemnifying Attorney consistent with the Attorney obligations set forth herein.

B. The Attorney shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services provided by the Attorney, its agents, representatives or employees.

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

Minimum Scope of Insurance. The Attorney shall obtain insurance of the types and limits below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. There must be a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident, which may be met through umbrella coverage.

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

3. Professional Liability malpractice insurance, written with limits no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.

The Attorney's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Attorney's insurance and shall not contribute with it.

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

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

Attorney shall furnish the City with certificates and any amendments before providing services under this Agreement.

Section 10. Licenses. Attorney warrants that she is a member in good standing with the Washington State Bar, and that any license or licenses that are required in order to perform the legal services under this Agreement have been obtained and are valid.

Section 11. Termination. This Agreement may be terminated by either party upon written notice with or without cause. In the event of termination, the Attorney shall be entitled to compensation as provided for in this Agreement, for services performed satisfactorily to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Attorney's delivery to the City of any and all documents, photographs, computer software, video and audio tapes, and other materials provided to Attorney or prepared by or for Attorney or the City in connection with this Agreement.

Section 12. Notices. Notices required under this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

Attorney: At the office address on the first page.

To the City: City of Black Diamond
24301 Roberts Dr.
P.O. Box 599
Black Diamond, WA 98010

And to: Carol Morris, City Attorney
Morris Law, P.C.
3304 Rosedale Street N.W., Suite 200
Gig Harbor, WA 98335

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered 72 hours after having been deposited in the United States mail.

Section 13. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Attorney pursuant to this Agreement shall be the property of the City at the moment of their completed preparation.

Section 14. Conflict of Interest. Attorney warrants and covenants that Attorney presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law or any rule of professional conduct. In the event that any conflict of interest should nevertheless hereinafter arise, Attorney shall promptly notify the City of the existence of such conflict of interest.

Section 15. Time is of the Essence. Attorney agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

Section 16. Confidentiality. Attorney agrees to maintain in confidence and not disclose to any person, association, or business, without prior written consent of the City, any secret, confidential information, knowledge or data relating to the products, process or operation of the City and/or any of its departments and divisions. Attorney further agrees to maintain in confidence and not disclose to any person, association, or business any data, information or material developed or obtained by Attorney during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause. This provision shall be interpreted to impose such duties only to the extent consistent with the Rules of Professional Conduct and applicable laws. This provision shall not be construed to prohibit the sharing of information as necessary to represent the City's interests, such as coordinating with technical consultants and attorneys representing other parties but on the same side as the City.

Section 17. Amendments. This Agreement is not subject to modification or amendment, except by a written authorization executed by both the Attorney and the duly authorized representative of the City, which written authorization shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

Section 18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

Section 19. Severability. Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Section 20. Controlling Law. The laws of the State of Washington shall govern this Agreement and all matters relating to it.

Section 21. Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms

and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Section 22. Disputes. In the event that the parties are unable to resolve any dispute regarding the performance of the legal services or this Agreement, any litigation brought to enforce the terms of this Agreement shall be filed in King County Superior Court. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, Attorney and the City, by the signatures below, have executed this Agreement on the dates indicated below.

DATED this ____ day of _____, 2015.

CITY OF BLACK DIAMOND

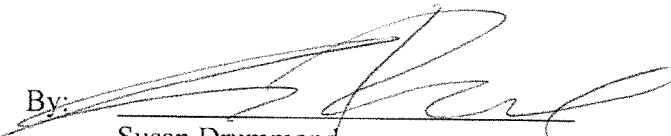
By: _____
Carol Benson, Mayor

ATTEST:

By: _____
Brenda Martinez, City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris, City Attorney

By:  _____
Susan Drummond

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB15-043 Resolution approving Special Event Permit for the Lake Sawyer Community Club's use of Lake Sawyer Regional Park as a base for its annual 4th of July fireworks display and a portion of the June 27th fun run. Cost Impact (see also Fiscal Note): Fund Source: Timeline: 6/27, 7/3-7/5	Agenda Date: June 4, 2015	
	AB15-043	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Community Development –	X
	Finance – May Miller	
	MDRT– Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
	Court Administrator – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 15-1030 and application documents		
<p>SUMMARY STATEMENT: Since this is a two-day event, City Council approval of a special event permit is required (BDMC 2.59.040).</p> <p>6/27/15 LSCC will conduct their annual fun run around Lake Sawyer using City streets, private property and the Lake Sawyer Park.</p> <p>7/3/15-7/5/15 The Lake Sawyer Community Club (LSCC) has requested to use the Regional Park as a staging area for its annual 4th of July fireworks display. This will require use of a portion of the park over a period of three days. On July 3rd, floating rafts will be moved to the park area and basic fireworks launching pads would be constructed. On July 4th, their fireworks contractor will load the launching tubes and fireworks during the day and at approx. 7:00pm, the rafts will be towed to the center of the lake in preparation for the display. After the fireworks display the rafts would be returned to the park. On July 5th, the fireworks launching pads will be disassembled at the park and the rafts will be removed.</p> <p>Last year, the City Council approved a similar request. Staff is recommending approval of the Special Event permit, with the conditions noted as attached.</p> <p>FISCAL NOTE (Finance Department): The City collects a Special Event Fee and the Lake Sawyer Community Club reimburses the City for Police and Fire services.</p>		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 15-1030, approving a Special Event Permit SEP15-0003 for the Lake Sawyer Community Club 4th of July Activities.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 4, 2015		

RESOLUTION NO. 15-1030

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
APPROVING A SPECIAL EVENT PERMIT FOR THE LAKE
SAWYER COMMUNITY CLUB 4th OF JULY ACTIVITIES**

WHEREAS, the City regulates special events that occur on public property in order to protect the public health, safety and welfare; and

WHEREAS, Black Diamond Municipal Code 2.59.040 requires City Council approval for any special event that exceeds one day in duration; and

WHEREAS, the Lake Sawyer Community Club has also requested to use Lake Sawyer Regional Park as a staging area for its annual fireworks show, which will require use of the Park over a period of three days (SEP15-0003); and

WHEREAS, City staff has reviewed the proposed activities and placed conditions on the permits to protect the public interest and recuperate City expenses; and

WHEREAS, the City Council recognizes the importance of events sponsored by community organizations;

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 the approval of Special Event Permit SEP15-0003 for the Lake Sawyer Community Club 4th of July activities.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF JUNE, 2015.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Sandra Wirth

From: Sandra Wirth
Sent: Thursday, May 28, 2015 10:24 AM
To: 'Adam Running'
Cc: 'sawyerstewarts@comcast.net'; Brenda Martinez; Andy Williamson
Subject: City of Black Diamond: 2015 LSCC 4th of July Special Event, SEP15-0003, Initial City Comments
Attachments: 4th of July Comments Applicant.docx

Good Day Adam:

The City has completed the initial review of your special event permit application submittal for the Lake Sawyer 4th of July celebration, SEP15-0003. Please review departmental comments, which are attached above. As you may know, approval of this event must come from Black Diamond City Council, therefore, the event parameters and departmental comments will be presented to City Council on either June 4th or 19th for review and approval.

As a reminder, in accordance with the Fire Marshal's comments regarding this event, a fire permit for the fireworks display will be required. A full submittal of all code/state & city required plans will need to be reviewed by the Fire Marshal prior to the event. Please contact me with any questions regarding fire permit submittal requirements.

Thank you for your attention in this matter.

Regards,

Sandy Wirth
Permit Technician
City of Black Diamond
360-886-5718 ph
360-886-2592 fx

Building Inspections: Mon, Tues, Wed & Thurs between 2-4p
Building Plans Examiner/Inspector: Mon & Thur 1:30-4:30p, Tues & Wed 2:30-5:00p
Permit Center Office Hours: Monday, Wednesday, Thursday 8:30-5:00p (Closed Tuesdays and Fridays)

2015 4th of July Special Event
City of Black Diamond - Department Comments
SEP15-0003

Public Works, Dan Dal Santo, Utility Superintendent, 360-886-5700, ext. 5712:

The 4 of July activities listed in this permit are approved with the following conditions.

1. The fun run route will not be allowed to go around the eastside of Frog Lake as shown on the map. The route must stay on the main road through the park. The runners shall stay on the eastside of 228th and 224th Ave SE all the way to up to the turn on SE 296th Street.
2. The Event Coordinator shall pick up a key to the lock on the gate from Scott Hanis in the Community development building located at 24301 Roberts Drive on the Friday before the event. The gate shall be opened shortly after the race starts, and one of the event coordinators must stay by the gate to prevent cars from entering the park.
3. Fun Run event signs warning motorists of the runners shall be posted along the 224th/ 228th Ave SE, 216th Ave SE and SE 288th St.
4. Way finding signs, or event coordinators, shall direct the runners at intersections. At a minimum event coordinators shall be positioned at the park gate at SE 312th St and the intersection of SE 296th St and 224th Ave SE.
5. After the fireworks event, the associated garbage shall be picked up in the park.
6. After the firework event, the keys shall be returned to Scott Hanis at public Works, 24301 Roberts Drive.

Fire, Robert Young, Fire Marshal, 253-735-0284:

1. All Fire Department emergency access shall be maintained during the events.
2. A Fire permit for the Fireworks Display will be required. A full submittal of all code/state & city required plans will need to be reviewed by the Fire Code Official prior to the event. Inspection of the display will be required prior to event.

Police, Jamey Kiblinger, Police Chief, 253-631-1012:

The following events required an off-duty officer, as requested in the May 15th, 2015 approved service agreement:

1. June 27th, 2015: Annual Fun Run 0930-1230 1 officer assigned (3hrs) \$255.00
2. July 4th, 2015: Wakeboard/Ski Competition 0730-1100 1 officer (3.5 hrs) \$297.50
3. July 4th, 2015: Boat parade 1700-1900 (on-duty marine officer to attend-subject to priority calls)
4. July 4th, 2015: Fireworks show 2100-0000 2 officers assigned (3 hrs) \$510.00
5. Total cost @ \$85.00 hour = \$1,062.50

Sandra Wirth

From: Sandra Wirth
Sent: Wednesday, May 13, 2015 2:33 PM
To: 'Robert Young'; Andy Williamson; Seth Boettcher; Jamey Kiblinger; Dan Dal Santo
Cc: Robert Meyers - Covington; Stan May; Carol Benson
Subject: 4th of July Special Event Review, SEP15-0003
Attachments: 2015 4th of July Special Event.pdf; 2014 4th of July Permit.pdf

Dear Department Reviewers:

The Community Development Department received a special event permit application from Adam Running of the Lake Sawyer Community Club, for the "2015 4th of July Independence Day Celebration," SEP15-0003. Set-up for the 4th of July fireworks display will commence on July 3rd. Because of the July 3rd set-up and July 4th celebration, this is considered a two day event and will require Council review and approval. The hours of the 4th of July celebration are from 8am-12am. The Fun Run is scheduled for one day on Saturday, June 27th, from 10am. Other events scheduled for the 4th of July will be the water ski competition, volleyball competition, and paddle boat race. The applicant will work through the service agreement requirements with Police and Fire.

Please review the permit submittal information attached above, along with the 2014 permit which is attached above, also, and place your comments in case #SEP15-0003 in Permit Trax by May 27th. Thank you.

Regards,

Sandy Wirth
Permit Technician
City of Black Diamond
360-886-5718 ph
360-886-2592 fx

Building Inspections: Mon, Tues, Wed & Thurs between 2-4p

Building Plans Examiner/Inspector: Mon & Thur 1:30-4:30p, Tues & Wed 2:30-5:00p

Permit Center Office Hours: Monday, Wednesday, Thursday 8:30-5:00p (Closed Tuesdays and Fridays)



SPECIAL EVENT APPLICATION

PERMIT# SEP15-0003

EVENT INFORMATION

EVENT NAME: 4th of July Activities @ Lake Sawyer by LSCC

EVENT LOCATION: Lake Sawyer
(If structures will be erected and/or street ROW used, please attach (3) drawings noting locations and dimensions.)

EVENT TYPE: ☒ Exhibition ☐ Protest ☒ Run/Walk ☐ Dance ☐ Festival ☐ Concert ☐ Party
(Check all that apply) ☐ Wedding ☐ Drama ☒ Parade ☐ Other ☒ Fireworks

DATE OF EVENT: (Fun Run) 6/27 + 7/4/15 HOURS: Varies - See Attached

PURPOSE OF EVENT: Independence Day Celebration including a Fun Run, 5K competition, boat parade and Fireworks Show

EST. ATTENDANCE: Participants Varies Spectators Varies Volunteers/Personnel 20
CITY BUS. LICENSE #: _____ (participating commercial vendors will also require a City license)

PARKING PLANS: 6/27 @ Lake Sawyer Community Club 7/4 = NA
(Please provide a drawing unless you are using an existing parking lot with sufficient stalls.)

FACILITIES TO BE USED: ☒ City Park ☒ Lake Sawyer ☐ Sidewalk ☐ Street ☒ Private Property PCC
(If using private property, you must provide proof that you have permission unless you are the owner.)

CITY ASSISTANCE REQUIRED: ☒ Police ☒ Fire ☐ Public Works ☐ Other _____
Describe: 7/4 Marine Police needed, 6/27 Fun Run - Road Safety
(Police and Fire services require a written agreement that must be submitted with the event application.)

INSURANCE COMPANY: Canfield
(Proof of Ins. required naming City of Black Diamond as co-insured if event is taking place on City property.)

FOOD TO BE SERVED: ☐ YES ☒ NO If yes, provide copy of Health Dept approval/license.

SOUND SYSTEM: ☐ YES ☒ NO
(If liquor and music are provided a Cabaret license may be required.)

SANITATION PLANS (Sani-cans, hand washing stations, etc): LSCC for 6/27, 7/4 = NA

PRODUCTS OR SERVICES TO BE SOLD: ☐ YES ☒ NO If yes, what? _____

ADMISSION FEE: ☐ YES ☒ NO If yes, how much? _____



HAS THE EVENT BEEN PREVIOUSLY PRODUCED? ☒ YES ☐ NO PREVIOUS DATE: 7/4/14

ANY CHANGES FROM PREVIOUS EVENT? ☒ YES ☐ NO If yes, list changes:
Will not use short cut trail for fun run off 312th for cyclist.

APPLICANT INFORMATION

APPLICANT: Adam Running ORGANIZATION: Lake Sawyer Community Club

MAILING ADDRESS: PO Box 191 Black Diamond WA 98010

 
SIGNATURE OF APPLICANT DATE

Additional information or requirements may be requested. Please allow 3 – 4 weeks for processing.



**Black Diamond Police Department
Chief J. Kiblinger**

**25510 Lawson Street / PO Box 309
Black Diamond, WA 98010
(253) 631-1012 ~ Fax (360) 886-2901**

To: Lake Sawyer Community Club

From: Chief Kiblinger

Date: May 15th, 2015

RE: Outline of events for July 4th activities

June 27th, 2015; Annual Fun Run 0930-1230 1 officer assigned (3hrs) \$255.00

July 4th, 2015; Wakeboard/Ski Competition 0730-1100 1 officer (3.5 hrs) \$297.50

July 4th, 2015; Boat parade 1700-1900 (on-duty marine officer to attend-subject to priority calls)

July 4th, 2015; Fireworks show 2100-0000 2 officers assigned (3 hrs) \$510.00

Total cost @ \$85.00 hour = \$1062.50



CITY OF BLACK DIAMOND
Service Agreement

COMMUNITY DEVELOP.

MAY 14 2015
RECEIVED

City Assistance required from (department):

Black Diamond Police Department

Organization/Person requesting Assistance:

Lake Sawyer Community Club / Adam Runnig, Presidents Assistant

Event:


Date:

4th of July Activities on Lake Sawyer 7/4/2015

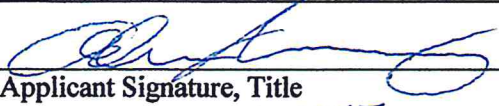
Please describe the event and what services will be needed:

6/27 - (Saturday Before) Fun Run - on duty officer to assist w/ start
7/4 - Water Ski/Wake Board Competition - 7:30-11am - 1 officer ^{of Run} needed
7/4 - Boat Parade - 5pm-7pm - officer/Police Boat to Lead Parade
7/4 - Firework show - 9pm-Midnight - 2 officers needed

The City of Black Diamond agrees to provide these services on the requested date(s). The City of Black Diamond will bill for all services on an hourly basis per the adopted fee schedule. Per contract many city services require a 3 hour minimum billing.

 Chief of Police	5/15/15
City Staff Signature, Title	Date

_____ agrees to pay for the services the City of Black Diamond is providing.

 Adam Runnig 206-351-5257	5/13/15
Applicant Signature, Title	Date



CITY OF BLACK DIAMOND
Service Agreement

COMMUNITY DEVELOP.
MAY 18 2015
RECEIVED

City Assistance required from (department):

Black Diamond Fire Department

Organization/Person requesting Assistance:

Lake Sawyer Community Club/Adam Running

Event:

Date:

July 4th Fireworks Display on Lake Sawyer 7/4/15

Please describe the event and what services will be needed:

Fire Department regulating our use of fireworks on City of Black Diamond property.

The City of Black Diamond agrees to provide these services on the requested date(s). The City of Black Diamond will bill for all services on an hourly basis per the adopted fee schedule. Per contract many city services require a 3 hour minimum billing.

City Staff Signature, Title

Robert Young Asst Chief

Date

5/12/15

agrees to pay for the services the City of Black Diamond is providing.

Applicant Signature, Title

Asst to President

Date

5/12/15

South End Lake Sawyer Regional Park Multiday use Request

The main event for the Lake Sawyer Community Club July 4th activities is the fireworks display. We have contracted with Homeland Fireworks Display to put on the event. This will be the 6th year they have done so. As we did last year we are requesting the use of the regional park for the purposes of loading and unloading the four docks for the fireworks display.

On Friday, July 3rd, 2015, we would move the four floating rafts to the park at the south end of Lake Sawyer and moor them in the approximate location as marked on the attached map. Our fireworks contractor would add plywood to the top surfaces to the floating rafts and load the empty launching tubes to the floating rafts. They will remain empty overnight and nothing of value would be on the raft.

On Saturday, July 4th, 2015, our Fireworks contractor would load the tubes with the actual fireworks and wire the igniters. Charlie Wilson and his staff would attend the floating rafts with fireworks the entire day. At approximately 7:00pm the floating rafts would be towed to the center of the lake and anchored. After the fireworks display the police would be requested to give the staff a ride to the shore.

On Sunday, July 5th, 2015, the rafts will be towed to the park and launching tubes and plywood would be removed. The rafts would then be returned to their homes.

COMMUNITY DEVELOP.

MAY 27 2015

RECEIVED

Submitted May 26, 2015
by Monica Stewart

Lake Sawyer Community Club

1 Fun Run, Bike or Walk
Saturday June 27th, 2015
Starts at 10:00am
From LSCC Clubhouse
29006 216th Ave SE
Start & Finish location ☆

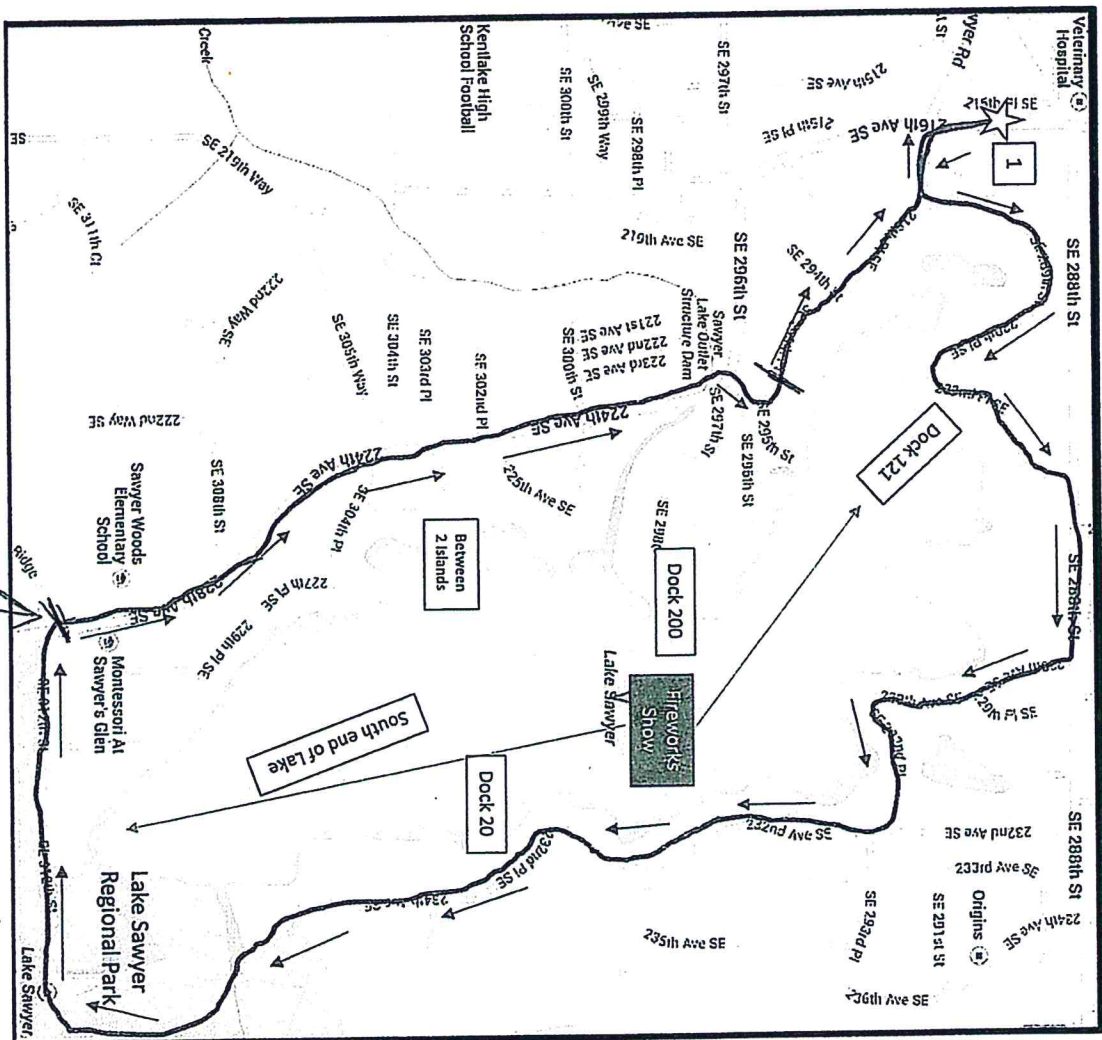
Dock 20 Fishing Derby - 5am - 5pm

Between 2 Islands Canoe, Paddleboard, Kayak races - 3:30pm

Dock 200 Volleyball Tournament - 11am

Dock 121 Boat Parade start location - 5pm (Line up early)

South end of Lake Waterski Wake Board - 8am



Cones can be placed intermittently to slow traffic, Alert them to event.

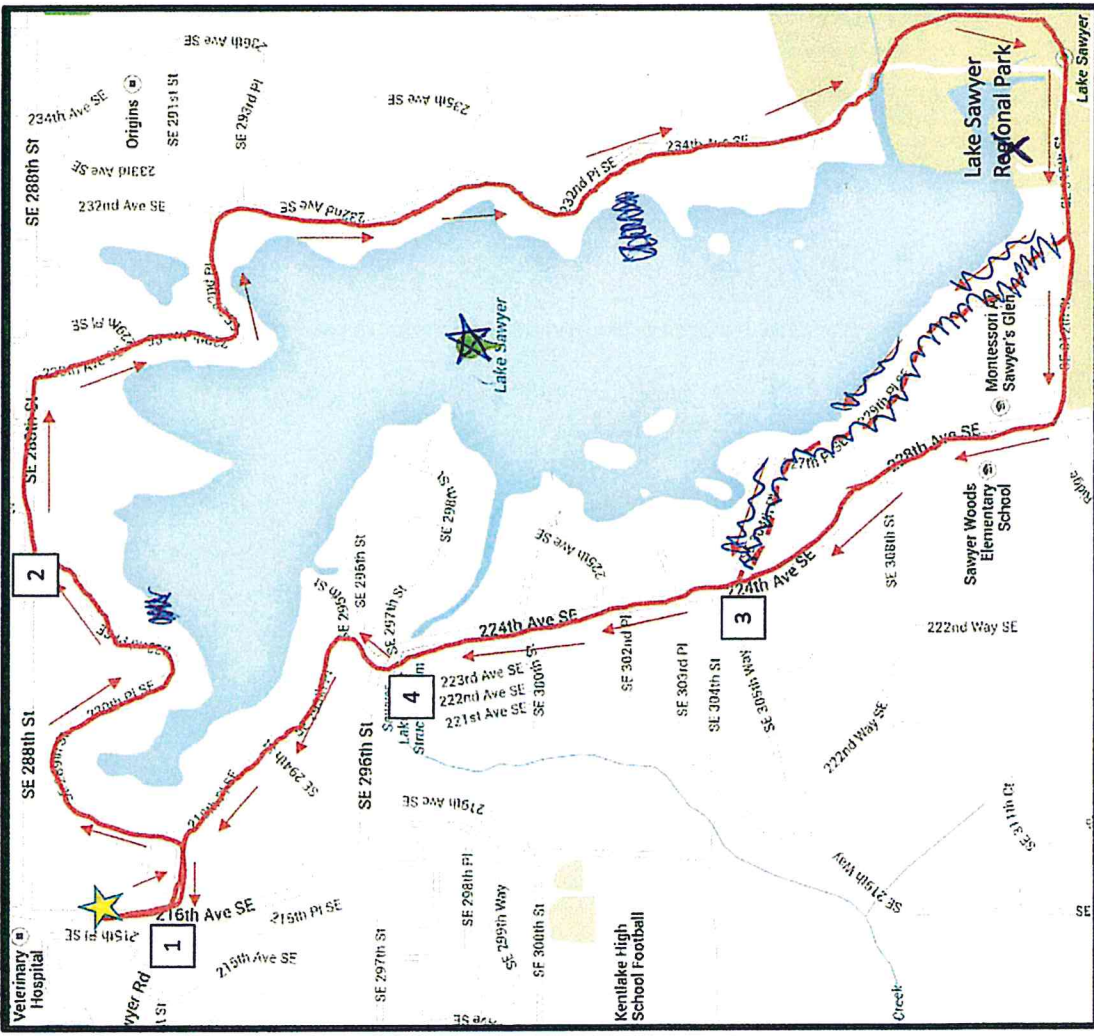
Revised map -
The old route
now has a
locked gate.
After Monterey
mentioned we
could borrow
cones and
keep the route
safer on 224th.

FIREWORKS RAFT STAGING & EXECUTION

Lake Sawyer Community Club
Fun Run, Bike or Walk
Saturday June 28th 2014 27th
Starts at 10:00am
From LSCC Clubhouse
29006 216th Ave SE
Start & Finish location

Black Diamond Police Support

- 1 10:00am
Police to assist at start at the light 216th Ave SE & SE 292nd (Lake Sawyer Grocery)
- 2 10:10am
Have a car on 288th for a few minutes participants would be on the road
- 3 Have a car on 224th @ SE 304th Pl. Runners are suppose to cross the street before heading North
- 4 Boat Launch Road - Most dangerous corner for walkers and runners to cross back to the lake side



- Bikers, Runners, Walkers
- Runners & Walkers veer off of 312th for a short distance along the lake and then rejoin the Bikers at the intersection of SE 304th Pl and 224th Ave SE

X-LAKE SAWYER REGIONAL PARK
LOCATION OF STAGING AND TAKE DOWN OF BARGES 7/3 & 7/5
★-EXECUTION/LAUNCH POSITION OF FIREWORK SHOW. 7/4

Lake Sawyer 4th of July Celebration

Saturday June 27th

Annual Fun Run, Walk, Bike

10:00am Starting at the LSCC Clubhouse

29006 216th AVE SE

Join us for the 20th annual Fun Run, Walk or Bike around Lake Sawyer. The course is 5.2 miles long; the race is held rain or shine, and begins promptly at 10:00 AM so come early to check in and sign up. Children under age 10 must be accompanied by an adult and all cyclists must adhere to the rules of the road and wear helmets. Bikers will begin first with runners and walkers following. Participants will be asked to sign a liability waiver at check-in and a parent must sign for minors. Please Contact an LSCC board member for information or if you wish to help. LSCC members will participate for free with nonmembers paying 5. Tshirts will be provided courtesy of the LSCC.

Each year LSCC seeks the permission of the landowners and residents at the southeast end of the Lake for permission to use their property for the annual Fun Run around the lake. Palmer Coking Coal Co. and the nearby residences has once again graciously agreed. Please remember that this land is private and there is no permission to use this route other than the June Fun Run date provided through a Special Use Permit. At all other times during the year please respect their property and privacy rights. Please note NO SMOKING will be permitted on Palmer land. Thank you.

Saturday July 4th

Waterski/Wakeboard Competition

8:00-11:00am starting at the south end of the Lake

This is a great way to start your 4th of July. Breakout your slalom ski and join us for some turns on glassy-smooth water, or strap on your wakeboard and show us some big air. Everyone is welcome; meet the group near Duck Island at the southeast end of the lake at 8am. The action is first come, first served; skiers go first, followed by wake boarders, and wake surfers. Bring your friends and family, tie-up with your fellow LSCC members and take it all in. Spectators are welcome and encouraged, this is a fun time and we want to see you out there, but no wake please. Participants have to sign a liability waiver and a parent has to sign for those under 18. Because were tearing it up before normal Speeding hours, the Lake Sawyer Community Club arranges a special permit with the City of Black Diamond for this event. The tow boat is allowed to exceed the normal 5 MPH speed limit, but anyone else over 5 MPH will be chased down by the officer in charge, get a talking to, and possibly even get his autograph, So go slow.

Saturday July 4th
Volleyball Competition
11:30am located at Dock 200

Get your team of neighbors and friends together to come claim the trophy. 10 teams entered last year and many more who came to watch the action. This Tourney will have 6 person teams, TWO Active Courts. Bring your own team or come as individuals and you will be assigned to a team. Spectators are welcome! The tourney gets underway at Noon and please be onsite by 11:30AM to sign up. You can drop off at Dock 200 and anchor offshore. Contact Weston Butt . at 206 915 1741 for more info.

Saturday July 4th
House and Yard Decorations
2-5pm

Prices will be awarded for the best patriotic house and yard decorations. Judging will take place from 2-5pm with prices awarded during the boat parade.

Saturday July 4th
Paddle Boat, Canoe, Kayak, Paddle Board Race
3:15pm at Dock 121 – Between the two islands.

Trying to stay current with all the new water toys we are adding a new race category, Standup Boards. Three races will be held, one for the paddleboats, one for the canoes and kayaks and one for Long Boards. Race individually or as a team. Meet between the two big islands in front of Sunrise Resort at 3:15 PM. Race starts at 3:30 PM. There is no need to register, just show up and race.

Saturday July 4th
Boat Parade
5:00pm

A themed boat parade will occur as it has for years. Special prizes will be awarded for the best decorated, best theme, and the most original. Boats need to be off Fred and Patty Weston's dock, #121, at 4:50pm. The parade will be led by the Black Diamond Marine Patrol boat. The parade will proceed counter clockwise around the lake. Uncle Sam has promised to attend this year with candy for the kids. Lets set a record for the number of boats in the parade!

Saturday July 4th
Fireworks Extravaganza
10:00pm

The perfect ending to a perfect day. The display will be as close to the center of the lake as possible to optimize viewing for everyone. The location of the raft is chosen for maximum safety and in an area where most residents can view the display. Remember, if you plan to view the fireworks by boat, you must stay at least 400 feet from the raft. Please utilize your navigation lights! State law mandates that all motorized vessels shall display red and green sidelights and an all round white light. Manual powered vessels (canoes, kayaks, rowboats, etc.) must at a minimum have a white light displayed, which is visible in all directions (flashlight or lantern. The Black Diamond Marine Patrol will be present to ensure the safety of all observers and enforce a safe distance from the fireworks raft.

Questions concerning the 4" of July activities should be directed to a member of the LSCC board unless otherwise noted.

Non Profit Insurance Program

CERTIFICATE OF INSURANCE

Issue Date: 05/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Canfield 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation AUTOMOBILE LIABILITY American Alternative Insurance Corporation
INSURED	PROPERTY American Alternative Insurance Corporation RSUI Group, Inc. MISCELLANEOUS PROFESSIONAL LIABILITY
Lake Sawyer Community Club PO Box 191 Black Diamond, WA 98010	


COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	N1-A2-RL-0000013-06	06/01/2014	06/01/2015	PER OCCURRENCE PER MEMBER AGGREGATE PRODUCT-COMP/OP PERSONAL & ADV. INJURY ANNUAL POOL AGGREGATE	\$5,000,000 \$10,000,000 \$5,000,000 \$5,000,000 \$50,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-06	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT ANNUAL POOL AGGREGATE	\$5,000,000 NONE
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
PROPERTY					
	N1-A2-RL-0000013-06	06/01/2014	06/01/2015	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC ANNUAL POOL AGGREGATE	\$55,000,000 \$1,000,000 \$1,000,000 NONE
(PROPERTY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
MISCELLANEOUS PROFESSIONAL LIABILITY					
		06/01/2014	06/01/2015	PER CLAIM ANNUAL POOL AGGREGATE	
(LIABILITY IS SUBJECT TO A SIR PAYABLE FROM PROGRAM FUNDS)					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Regarding easter egg hunt at the city park on date TBD. City of Black Diamond is named as Additional Insured regarding this event only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached.					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Black Diamond PO Box 599 Black Diamond, WA 98010	

AMERICAN ALTERNATIVE
INSURANCE COMPANY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-06	Endorsement Effective 06/01/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional Insured): As Per Schedule on file with Canfield, Underwriting Administrator

- 2837818
- A. With respects to the General Liability Coverage Part only, the definition of Insured in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an Insured the Person or Organization shown in the above Schedule. Such Person or Organization is an Insured only with respect to liability for Bodily Injury, Property Damage, or Personal and Advertising Injury caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In performance of your ongoing operations; or
 2. In connection with your premises owned or rented to you.
- B. The Limits of Insurance applicable to the additional Insured are those specified in either the:
1. Written contract or written agreement; or
 2. Declarations for this policy.

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

SPECIAL USE PERMIT

In consideration of the sum of promises contained herein, the Lake Sawyer Community Club (LSCC), P.O. Box 191, Black Diamond, Washington 98010, as the responsible party for its invitees, hereinafter and collectively referred to as "the permittee," is hereby granted permission for the day of Saturday, June 27th, 2015 from approximately 9:00 a.m. to approximately 12:00 Noon, by PALMER COKING COAL COMPANY LLP, a Washington limited liability partnership, hereinafter referred to as "Palmer," to undertake an organized fun run across Palmer's land in King County, Washington, described as follows:

Portions of Section 10, Township 21 North, Range 6 East, W.M. Black Diamond, King County, Washington as shown approximately on Exhibit A attached hereto ("the premises").

Permittee agrees to inform the participants to the fun run, that Palmer's land and that of associated residences is private and that "No Trespassing" is permitted across Palmer's land or that of associated residences at any time outside of the permitted 3-hour time period provided through this Special Use Permit. Please respect our company and the residents' privacy. This permit is subject to all valid rights existing on this date.

The premises shall be maintained in a clean and sanitary condition.

Permittee acknowledges the possible existence of known and unknown natural hazards including but not limited to: Coal mine hazards, unmarked cliffs, steep slopes, steep-walled canyons, unstable slopes, collapsed areas, unstable areas, loose rocks, gravel and dirt on trails and road, tree snags, and/or water hazards.

Permittee assumes full responsibility for the safety of its invitees in avoiding the possible dangers presented by such hazard areas.

The permittee will not cut or remove any timber from the premises without permission from Palmer and will take all proper and necessary steps to protect the premises from unauthorized occupancy, trespass and damage by fire, and assumes all responsibility for the spread of fire in or from the premises and for all damage to Palmer's property or to the land, and to the timber thereon and on adjoining lands.

Palmer may cancel this permit without notice in the event fire danger risk is high in the permitted area and Palmer elects to close the area to public and recreational users.

No smoking will be allowed on Palmer land during times of extreme fire danger.

The permittee agrees to comply strictly with applicable Federal, State, County, and Municipal laws, rules and regulations relating to all activities contemplated under this permit, including but not limited to, fire and prevention of fire, public health, environment and pollution of streams or lakes, and to assume all obligations thereby imposed upon Palmer. The permittee further agrees to indemnify and save harmless

Palmer from any loss, cost, suit or expense resulting from failure to comply with any of the provisions of any such laws, rules or regulations.

Prior to the expiration of this permit, the permittee shall have the right to remove permittee's property from the premises at permittee's own expense and shall leave the premises in a clean and sanitary condition satisfactory to Palmer. In the event of failure to do so, Palmer may remove such property and restore the premises to a clean and sanitary condition at the expense of permittee, or may appropriate such property to its own use without compensation.

Permission herein granted is not exclusive, and Palmer reserves the right to use and to grant to others the right to use said land.

The permittee shall fully repair all damage to roads and trails caused by the permittee in exercise of the privileges granted by this permit.

Prior to exercising any rights under this permit, permittee will obtain and maintain, until all obligations assumed hereunder have been performed, liability insurance issued in a form and by an insurance company acceptable to Palmer. Coverage requirements shall be as follows:

- A. Commercial General Liability - Minimum limits of \$1,000,000 Per Occurrence / \$1,000,000 Annual Aggregate Combined Single Limit of Bodily Injury and Property Damage.
- B. Issue Certificate of Insurance to: Palmer Coking Coal Company LLP
P.O. Box 10
Black Diamond, WA 98010
Fax: 425-432-3883

Providing the following: 30 days' notice of cancellation or material change in the policy (if using ACORD form, "X" out the words "endeavor to" and the last clause "but failure to mail such notice shall impose no obligation or liability of any kind upon the company.") and a statement that the permit is from Palmer to the insured.

Also send with certificate, as a separate form:

Additional Insured Endorsement - Palmer Coking Coal Company LLP is to be named as additional insured on a primary basis as to Commercial General.

Specify that Palmer is an additional insured under above policies in respect of, but only in respect of, liability arising out of the operations of the contractor under contract for Palmer.

Prior to commencement of any use under this permit, the permittee shall deliver to Palmer a certificate of insurance from the insurer(s) of said permittee certifying that coverage in not less than the above amounts is in force. The certificate of insurance shall be submitted for approval as to the insurance company writing the same, the amount and the form. Palmer reserves the right to require a certified copy of the policy, or to examine the policy itself.

The permittee will assume all risk of and indemnify and hold harmless, and at its expense, defend Palmer from and against, any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to invitees of permittee and employees of Palmer, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Palmer resulting partly or wholly, directly or indirectly, from permittee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Palmer.

The permittee shall keep Palmer's property free from liens arising in any manner out of the activities of permittee and shall promptly discharge any such liens that are legitimately asserted.

Without the written consent of Palmer, permittee shall not assign this permit or any interest therein, or sublet and no heir, executor, administrator, receiver, master, sheriff, trustee in bankruptcy, or other assignee by operation of law shall assign or sublet without such written consent.

Rights herein granted are subject to immediate suspension by Palmer for any reason whatsoever.

Rights herein granted are subject to immediate termination by Palmer in the event of default on any of the terms or conditions contained herein.

There are no oral promises made by Palmer in consideration of the execution of this permit. Any waiver by Palmer of any provision hereof must be in writing.

IN WITNESS WHEREOF, this Special Use Permit is executed in duplicate this 12 day of May, 2015.

PALMER COKING COAL COMPANY, LLP

By: 

William Kombol, Manager
P.O. Box 10 / 31407 Hwy 169
Black Diamond, Washington 98010
360-886-2841 * 425-432-4700 * Fax: 425-432-3883 * PalmerCokingCoal@aol.com

By: 

Adam Running, Authorized Agent for Fun Run conducted by:
LAKE SAWYER COMMUNITY CLUB
P.O. Box 191, Black Diamond, Washington 98010
AgRunning@gmail.com; 206-351-5257; 253-318-7811

SPECIAL USE PERMIT
LAKE SAWYER FUN RUN: MAP EXHIBIT

NORTH

1" = 600'

9
10
4
3

LAKE SAWYER

N.W. 1/4 Section 10-21-6

234th Ave. S.E.

Gate

PRIVATE RESIDENTIAL AREA
NO TRASPASSING

S.E. 305th

PALMER COOKING COAL CO.

P.C.C.C.

BLACK DIAMOND PARK

S.E. 312th St

FROG LAKE

KEY:

Palmer Coking Coal Co. Property

