



## CITY OF BLACK DIAMOND

May 2, 2016, 6:30 p.m. – Special Council Meeting and  
Budget/Finance/Administration Council Committee Meeting Agenda  
25510 Lawson St., Black Diamond, Washington

Pursuant to Rules of Procedure of the City Council of Black Diamond, Washington, Section 18, this Standing Committee Meeting is also noticed as a Special Council Meeting whose agenda is limited to committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to the full council meetings.

## Agenda

Budget/Finance/Administration Council Committee  
(Chair Brian Weber, Pat Pepper, Janie Edelman)

This committee's work scope includes: matters related to the financial issues of the City, including the annual and long term capital budgets and plans including but not limited to revenues and expenditures, sales of bonds, general fiscal and financial conditions, voucher approval, rates and fees, audit and operations of the City, including but not limited to, facilities and properties computerization, periodic budget and financial reports, and policy matters related to personnel. This Committee may also consider matters not included in other Committee's scopes of authority.

CALL TO ORDER, ROLL CALL

APPROVAL OF MINUTES FROM PRIOR MEETING(S)

- 1) Public Comment on topics in this committee's scope or on agenda items.
- 2) Claim Checks for May 2, 2016
- 3) AB16-028 – Resolution Requiring Council Pre-Approval Before Payment of all Claims and Calling for Expedited Compliance with the Requirements of RCW42.24 and BDMC Section 3.23 Payment of City Claims or Obligations

Action may be taken in the form of a recommendation to place this Resolution on the next full council meeting agenda.\*

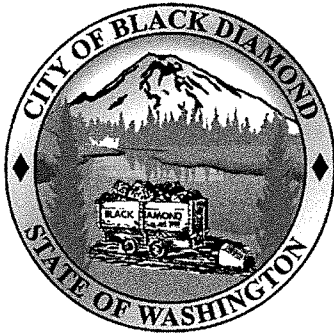
- 4) AB16-026 – Resolution Approving an Agreement with DKS

Action may be taken in the form of a recommendation to place this Resolution on the next full council meeting agenda.\*

- 5) Discussion of Committee work program and future agendas.

ADJOURNMENT

\* Per Black Diamond City Council Rule of Procedure 18.1.1: No ordinance or resolution shall be placed on the Council Agenda for enactment unless it has received a "do-pass" or "no recommendation" recommendation by a Council Standing Committee.



### CERTIFICATION

Date: May 05, 2016

Check No.'s/EFT	Batch Name	Amount
43433-43435	Early Release Cks May 1st Council 5/05/2016	\$ 512.88
	Pre-Council EFT May 1st Council 5/05/2016	\$ 3,342.69
43436-43472	May 1st Council 5/05/2016	\$ 65,050.96
	Total Vouchers	\$ 68,906.53

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER THE PENALTY OF PERJURY, THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED AND OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BLACK DIAMOND, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

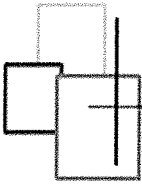
May Miller - 4-28-2016  
MAY MILLER, FINANCE DIRECTOR

\_\_\_\_\_  
DATE

COUNCILMEMBERS

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# Register

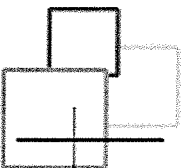
Fiscal: 2016

Deposit Period: 2016 - May

Check Period: 2016 - May - Pre-Council May 1st Council, 2016 - May - 1st Council

Number	Name	Print Date	Amount
<b>Columbia Bank</b>	<b>390562401</b>		
<b>Check</b>			
<u>43433</u>	Judicial Conference Registrar	4/15/2016	\$130.00
<u>43434</u>	Petty Cash Custodian	4/18/2016	\$112.41
<u>43435</u>	Black Diamond Municipal Court	4/18/2016	\$270.47
<u>43436</u>	ADT Security Services (PA)	5/5/2016	\$138.32
<u>43437</u>	Brown's Automotive Inc.	5/5/2016	\$1,389.43
<u>43438</u>	CDW Government, Inc	5/5/2016	\$387.75
<u>43439</u>	CenturyLink (AZ)	5/5/2016	\$59.10
<u>43440</u>	CHS/Cenex	5/5/2016	\$1,559.05
<u>43441</u>	City of Enumclaw	5/5/2016	\$60.00
<u>43442</u>	City of Milton	5/5/2016	\$4,211.38
<u>43443</u>	Comcast (34227)	5/5/2016	\$226.96
<u>43444</u>	Comcast (34744)	5/5/2016	\$107.78
<u>43445</u>	Home Depot Credit Service	5/5/2016	\$796.22
<u>43446</u>	Intercom Language Services	5/5/2016	\$110.00
<u>43447</u>	Jason Pittam	5/5/2016	\$99.00
<u>43448</u>	Jeffrey Potter	5/5/2016	\$16.00
<u>43449</u>	Johnsons Home & Garden	5/5/2016	\$201.87
<u>43450</u>	Kara Murphy Richards	5/5/2016	\$2,000.00
<u>43451</u>	Kenneth Blakely	5/5/2016	\$115.00
<u>43452</u>	King County Finance I-Net	5/5/2016	\$375.00
<u>43453</u>	Legend Data Systems, Inc.	5/5/2016	\$16.43
<u>43454</u>	Melanie Thomas Dane	5/5/2016	\$2,000.00
<u>43455</u>	Mike's Auto Body	5/5/2016	\$584.27
<u>43456</u>	Office Products Nationwide	5/5/2016	\$266.13
<u>43457</u>	OMG National	5/5/2016	\$140.00
<u>43458</u>	Parametrix, Inc.	5/5/2016	\$7,540.63
<u>43459</u>	Randy Justice	5/5/2016	\$300.00
<u>43460</u>	Regional Animal Services of King County	5/5/2016	\$135.00
<u>43461</u>	RH2 Engineering Inc.	5/5/2016	\$20,989.04
<u>43462</u>	Russell Cahill	5/5/2016	\$613.00
<u>43463</u>	Sorci Family LLC	5/5/2016	\$4,200.44
<u>43464</u>	South Correctional Entity	5/5/2016	\$1,727.00
<u>43465</u>	Stantec Consulting Services, Inc.	5/5/2016	\$295.57
<u>43466</u>	State Auditor Office	5/5/2016	\$312.85

<u>43467</u>	Summit Law Group	5/5/2016	\$1,706.50
<u>43468</u>	Valley Communications	5/5/2016	\$12,016.99
<u>43469</u>	WA State Department of Corrections	5/5/2016	\$45.00
<u>43470</u>	Washington Department of Fish & Wildlife	5/5/2016	\$150.00
<u>43471</u>	Washington State Patrol	5/5/2016	\$88.50
<u>43472</u>	William & Suzanne Cadden	5/5/2016	\$16.00
<u>43473</u>	Yakima County Dept. of Corrections	5/5/2016	\$54.75
<u>EFT Payment 4/27/2016 12:11:24</u>	First Bankcard	5/14/2016	\$3,342.69
		<b>Total</b>	<b>\$68,906.53</b>



# Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Black Diamond Municipal Court	43435				
	013116 BDMC			2016 - May - Pre-Council May 1st Council	
		January			
		001-000-120-512-50-49-10		Merchant Card Service Fees	\$270.47
	Total 013116 BDMC				\$270.47
Total 43435					\$270.47
Total Black Diamond Municipal Court					
First Bankcard					
	EFT Payment 4/27/2016 12:11:24 PM - 1			2016 - May - Pre-Council May 1st Council	
	1875 Kincaid				
		April Charges			
		001-000-240-558-51-49-01		Memberships	\$95.00
		WABO-2016 Membership for Building Official			
	Total 1875 Kincaid				\$95.00
4013 Metcalf					
		April Charges			
		001-000-120-512-50-42-00		Telephone/DSL	\$10.04
		Access line*Phone Svc-Court Conference Calls			
		001-000-120-512-50-42-03		Postage	\$49.00
		USPS-Court Postage Stamps			
		001-000-120-512-50-43-01		Lodging, Meals & Mileage	\$201.94
		Oxford Suites Yakima-Lodging for Admin Office of the Courts-ICM Conference			
	Total 4013 Metcalf				\$260.98
4096 Chatterson					
		April Charges			
		001-000-210-521-10-31-04		Uniforms	\$91.00
		Amazon.com-Rifle Sights-Police			
		001-000-216-521-10-31-00		CJ Education Supplies	\$298.63
		www.Anypromo.com--Police Safety Educational Supplies			
		001-000-216-521-10-31-00		CJ Education Supplies	\$178.95
		Amazon Mktplace-Police Safety Educational Supplies			
		001-000-216-521-10-31-00		CJ Education Supplies	\$220.03
		www.Anypromo.com--Police Safety Educational Supplies			
	Total 4096 Chatterson				\$788.61

Vendor	Number	Reference	Account Number	Description	Amount
		<b>4329 Kiblinger</b>			
		<b>April Charges</b>			
		001-000-213-521-10-43-00		Civil Service Lodging, Meals & Mileage	\$11.92
				Panera Bread-Civil Service Meals	
		001-000-213-521-10-43-00		Civil Service Lodging, Meals & Mileage	\$33.00
				QFC-Civil Service Meals	
		<b>Total 4329 Kiblinger</b>			<b>\$44.92</b>
	<b>4360 Martinez</b>				
		<b>April Charges</b>			
		001-000-137-514-21-43-00		Lodging, Meals & Mileage	\$225.76
				Red Lion Hotel-Lodging for City Clerk, WMCA Conference	
		001-000-137-514-21-43-00		Lodging, Meals & Mileage	\$45.00
				PayPal-SCA Networking Dinner for City Clerk	
		001-000-137-514-21-43-00		Lodging, Meals & Mileage	\$25.00
				Alaska Airline-Baggage Charge for City Clerk, WMCA Conference	
		310-000-011-594-18-64-00		General Government Technology	\$29.95
				Avantage*Movavi-Screen Capture Software-City Clerk	
		<b>Total 4360 Martinez</b>			<b>\$325.71</b>
	<b>4829 Martinez</b>				
		<b>April Charges</b>			
		001-000-210-521-10-35-00		Firearms Program	\$1,213.58
				Taser International-Police-Taser, Battery, Holster, Cartridges	
	<b>Total 4829 Martinez</b>				<b>\$1,213.58</b>
	<b>5176 Redd</b>				
		<b>April Charges</b>			
		001-000-246-558-70-49-00		Miscellaneous	\$21.89
				Fred Meyer-MDRT Meeting Refreshments	
		001-000-246-558-70-49-00		Miscellaneous	\$41.19
				Fred Meyer-MDRT Building Costs	
		001-000-246-558-70-49-00		Miscellaneous	\$13.09
				Chuck's Donuts-MDRT Meeting Refreshments	
	<b>Total 5176 Redd</b>				<b>\$76.17</b>
	<b>8227 Tapac</b>				
		<b>April Charges</b>			
		001-000-210-521-10-35-00		Firearms Program	\$63.65
				The Home Depot-Firearm Supplies, Police	
		001-000-210-521-10-35-00		Firearms Program	\$1.06
				The Home Depot-Firearm Supplies, Police	
		001-000-210-521-10-35-00		Firearms Program	\$13.03
				McLendon Harware-Firearm Supplies, Police	
	<b>Total 8227 Tapac</b>				<b>\$77.74</b>

Vendor	Number	Reference	Account Number	Description	Amount
		<b>9074 McGraw</b>			
		<b>April Charges</b>			
		001-000-210-521-10-31-00		Operating Supplies	\$90.67
				Sirchie Finger Print Labo-Evidence Supplies, Police	
		<b>Total 9074 McGraw</b>			<b>\$90.67</b>
		<b>9803 Bohn</b>			
		<b>April Charges</b>			
		001-000-180-518-10-49-09		City Wellness Program	\$72.30
				Fred Meyer-Wellness Luncheon Salad Material	
		<b>Total 9803 Bohn</b>			<b>\$72.30</b>
		<b>9871 Espring</b>			
		<b>April Charges</b>			
		001-000-270-576-80-32-00		Fuel	\$5.21
				Millennium Petroleum Group-Fuel for PW Vehicle	
		001-000-270-576-80-35-00		Small Tools & Safety Equip	\$4.48
				Harbor Freight-Sheet Metal Screws, Parts Holder, Flashlights, Tape	
		001-000-270-576-80-35-00		Small Tools & Safety Equip	\$5.47
				Harbor Freight-Screwdriver Set, Swivel Vice w/Anvil, Nonslip Tape	
		001-000-270-576-80-35-00		Small Tools & Safety Equip	\$2.59
				Harbor Freight-Blue Tarp, Swing-Back Trailer	
		001-000-270-576-80-35-00		Small Tools & Safety Equip	\$1.40
				Harbor Freight-Swivel Vice w/Anvil, Return/Exchange	
		001-000-270-576-80-48-01		Parks Shrd Rep & Mtc Shops	\$4.62
				Wal-Mart-Latch Boxes, Vehicle Cleaning Supplies	
		001-000-280-536-20-32-00		Fuel	\$1.30
				Millennium Petroleum Group-Fuel for PW Vehicle	
		001-000-280-536-20-35-00		Small Tools & Safety Equip	\$0.63
				Harbor Freight-Blue Tarp, Swing-Back Trailer	
		001-000-280-536-20-35-00		Small Tools & Safety Equip	\$1.37
				Harbor Freight-Screwdriver Set, Swivel Vice w/Anvil, Nonslip Tape	
		001-000-280-536-20-35-00		Small Tools & Safety Equip	\$0.36
				Harbor Freight-Swivel Vice w/Anvil, Return/Exchange	
		001-000-280-536-20-35-00		Small Tools & Safety Equip	\$1.12
				Harbor Freight-Sheet Metal Screws, Parts Holder, Flashlights, Tape	
		001-000-280-536-20-48-01		Ceme Shrd Mtc. & Rep. Shops	\$1.15
				Wal-Mart-Latch Boxes, Vehicle Cleaning Supplies	
		101-000-000-543-33-48-02		Street Share-Shop Costs	\$8.66
				Wal-Mart-Latch Boxes, Vehicle Cleaning Supplies	
		101-000-000-543-50-32-00		Fuel	\$9.77
				Millennium Petroleum Group-Fuel for PW Vehicle	
		101-000-000-543-50-35-00		Small Tools & Equipment	\$10.25
				Harbor Freight-Screwdriver Set, Swivel Vice w/Anvil, Nonslip Tape	
		101-000-000-543-50-35-00		Small Tools & Equipment	\$2.62
				Harbor Freight-Swivel Vice w/Anvil, Return/Exchange	



Vendor	Number	Reference	Account Number	Description	Amount
	101-000-000-543-50-35-00			Small Tools & Equipment	\$8.40
				Harbor Freight-Sheet Metal Screws, Parts Holder, Flashlights, Tape	
	101-000-000-543-50-35-00			Small Tools & Equipment	\$4.86
				Harbor Freight-Blue Tarp, Swing-Back Trailer	
	401-000-000-534-80-32-00			Fuel	\$16.28
				Millennium Petroleum Group-Fuel for PW Vehicle	
	401-000-000-534-80-35-00			Small Tools & Safety Equip	\$13.99
				Harbor Freight-Sheet Metal Screws, Parts Holder, Flashlights, Tape	
	401-000-000-534-80-35-00			Small Tools & Safety Equip	\$17.07
				Harbor Freight-Screwdriver Set, Swivel Vice w/Anvil, Nonslip Tape	
	401-000-000-534-80-35-00			Small Tools & Safety Equip	\$8.10
				Harbor Freight-Blue Tarp, Swing-Back Trailer	
	401-000-000-534-80-35-00			Small Tools & Safety Equip	\$4.37
				Harbor Freight-Swivel Vice w/Anvil, Return/Exchange	
	401-000-000-534-80-48-01			Repair & Maint Shops	\$14.42
				Wal-Mart-Latch Boxes, Vehicle Cleaning Supplies	
	407-000-000-535-80-32-00			Fuel	\$16.28
				Millennium Petroleum Group-Fuel for PW Vehicle	
	407-000-000-535-80-35-00			Small Tools & Safety Equipment	\$8.10
				Harbor Freight-Blue Tarp, Swing-Back Trailer	
	407-000-000-535-80-35-00			Small Tools & Safety Equipment	\$17.09
				Harbor Freight-Screwdriver Set, Swivel Vice w/Anvil, Nonslip Tape	
	407-000-000-535-80-35-00			Small Tools & Safety Equipment	\$13.99
				Harbor Freight-Sheet Metal Screws, Parts Holder, Flashlights, Tape	
	407-000-000-535-80-35-00			Small Tools & Safety Equipment	\$4.37
				Harbor Freight-Swivel Vice w/Anvil, Return/Exchange	
	407-000-000-535-80-48-00			Sewer Infl. Repair & Maintenance	\$14.43
				Wal-Mart-Latch Boxes, Vehicle Cleaning Supplies	
	410-000-000-531-10-32-00			Fuel	\$16.28
				Millennium Petroleum Group-Fuel for PW Vehicle	
	410-000-000-531-10-35-00			Small Tools and Safety Equipment	\$8.10
				Harbor Freight-Blue Tarp, Swing-Back Trailer	
	410-000-000-531-10-35-00			Small Tools and Safety Equipment	\$4.37
				Harbor Freight-Swivel Vice w/Anvil, Return/Exchange	
	410-000-000-531-10-35-00			Small Tools and Safety Equipment	\$13.99
				Harbor Freight-Sheet Metal Screws, Parts Holder, Flashlights, Tape	
	410-000-000-531-10-35-00			Small Tools and Safety Equipment	\$17.09
				Harbor Freight-Screwdriver Set, Swivel Vice w/Anvil, Nonslip Tape	
	410-000-000-531-10-48-02			Repair & Maint Shops	\$14.43
				Wal-Mart-Latch Boxes, Vehicle Cleaning SuppliesWal-Mart-Latch Boxes, Vehicle	
				Cleaning Supplies	
Total 9871 Espring					\$297.01
Total EFT Payment 4/27/2016 12:11:24 PM - 1					\$3,342.69
Total First Bankcard					\$3,342.69

Execution Time: 23 second(s)

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Page 4 of 5

Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Judicial Conference Registrar	43433	04152016 JCR	001-000-120-512-50-49-01	2016 - May - Pre-Council May 1st Council Training	\$130.00
			Court-DMCA Conference Registration Fee for S Metcalf		\$130.00
	Total 43433	Total 04152016 JCR			\$130.00
Total Judicial Conference Registrar					\$130.00
Petty Cash Custodian	43434	41516 PCC		2016 - May - Pre-Council May 1st Council	
			Replenish Petty Cash		\$21.50
			001-000-000-369-81-00-00	Cash Over/Short	
			Admin-Cash Drawer		\$44.62
			001-000-000-369-81-00-00	Cash Over/Short	
			Admin-Cash Drawer		\$40.00
			001-000-000-369-81-00-00	Cash Over/Short	
			Admin-Cash Drawer		\$6.00
			001-000-137-514-21-43-00	Lodging, Meals & Mileage	
			City Clerk-Toll Bridge for Meeting		\$0.29
			001-000-180-518-90-42-00	Postage	
			Admin-Postage		
	Total 41516 PCC				\$112.41
Total Petty Cash Custodian					\$112.41
Grand Total	Vendor Count	4			\$112.41
					\$3,855.57

Execution Time: 15 second(s)

Vendor	Number	Reference	Account Number	Description	Amount
Total CenturyLink (AZ) CHS/Cenex 43440	Total 43439	Total 1372218801	Act 3608862560		\$59.10
					\$59.10
					\$59.10
Total CHS/Cenex City of Enumclaw 43441	Total 43440	Total 033116 128275	2016 - May - 1st Council		\$1,559.05
				March Fuel	\$1,559.05
				001-000-210-521-10-32-00 Fuel	\$1,559.05
				Police	\$1,559.05
Total City of Enumclaw City of Milton 43442	Total 43441	Total 04694	2016 - May - 1st Council		\$60.00
				March Jail Services	\$60.00
				001-000-211-523-60-49-00 Jail Costs	\$60.00
				Police-1 Jail Bed at 60 per day	\$60.00
Total City of Milton	Total 43442	Total 660	2016 - May - 1st Council		\$2,316.25
				March Services	\$547.48
				001-000-145-518-80-41-01 Inf. Tec. Svs. - Milton	\$84.23
				001-000-248-518-20-49-12 Technology Costs	\$421.14
Total City of Milton	Total 43442	Total 660	2016 - May - 1st Council		\$421.14
				101-000-000-543-30-49-12 Tech-Sys, Sec. Email, SW, Etc	\$421.14
				401-000-000-534-80-49-12 Tech-Sys, Sec. Email, SW, Etc	\$421.14
				407-000-000-535-80-49-12 Tech-Sys, Sec. Email, SW, Etc	\$421.14
Total City of Milton	Total 43442	Total 660	2016 - May - 1st Council		\$4,211.38
				410-000-000-531-10-49-12 Tech-Sys, Sec. Email, SW, Etc	\$4,211.38
					\$4,211.38
					\$4,211.38

Vendor	Number	Reference	Account Number	Description	Amount
Comcast (34227)	43443	041216 8498340140106156	2016 - May - 1st Council		
		001-000-120-512-50-42-00	Telephone/DSL	\$226.96	
		Court			
Total 43443		Total 041216 8498340140106156		\$226.96	
Total Comcast (34227)				\$226.96	
Comcast (34744)	43444	041016 8498340140106172	2016 - May - 1st Council		
		001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$104.50	
		Police-Internet			
		001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$3.28	
		Police-Cable TV			
Total 43444		Total 041016 8498340140106172		\$107.78	
Total Comcast (34744)				\$107.78	
Home Depot Credit Service	43445	0103721	2016 - May - 1st Council		
		March Purchase			
		001-000-270-576-80-48-01	Parks Shrd Rep & Mtc Shops	\$6.32	
		PW Shop-4' 4LT Oak End Wrap			
		001-000-280-536-20-48-01	Ceme Shrd Mtc. & Rep. Shops	\$1.58	
		PW Shop-4' 4LT Oak End Wrap			
		101-000-000-543-33-48-02	Street Share-Shop Costs	\$11.85	
		PW Shop-4' 4LT Oak End Wrap			
		401-000-000-534-80-48-01	Repair & Maint Shops	\$19.74	
		PW Shop-4' 4LT Oak End Wrap			
		407-000-000-535-80-48-00	Sewer Infl. Repair & Maintenance	\$19.74	
		PW Shop-4' 4LT Oak End Wrap			
		410-000-000-531-10-48-02	Repair & Maint Shops	\$19.74	
		PW Shop-4' 4LT Oak End Wrap			
Total 0103721		Total 0103721		\$78.97	
0582011		March Purchase			
		001-000-180-518-90-31-00	Office Supplies City Hall	\$9.27	
		Central Services-Fan Replacement Grille			
Total 0582011				\$9.27	
2570563		April Purchase			
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$42.64	

Vendor	Number	Reference	Account Number	Description	Amount
		<b>Total 2570563</b>		<b>Gym-3M Hi-Strength Adhesive Spray</b>	<b>\$42.64</b>
		<b>7563511</b>			
		<b>March Purchase</b>			
		001-000-215-521-14-31-00	2016 Marine Grt-Supplies		\$65.13
			Marine-Black & Decker Charger		
		<b>Total 7563511</b>			<b>\$65.13</b>
		<b>7563512</b>			
		<b>March Purchase</b>			
		001-000-270-576-80-48-01	Parks Shrd Rep & Mtc Shops		\$4.95
			PW Shop-Security Wall Mount, Garage Door opener		
		001-000-280-536-20-48-01	Ceme Shrd Mtc. & Rep. Shops		\$1.24
			PW Shop-Security Wall Mount, Garage Door opener		
		101-000-000-543-33-48-02	Street Share-Shop Costs		\$9.28
			PW Shop-Security Wall Mount, Garage Door opener		
		401-000-000-534-80-48-01	Repair & Maint Shops		\$15.46
			PW Shop-Security Wall Mount, Garage Door opener		
		407-000-000-535-80-48-00	Sewer Infl. Repair & Maintenance		\$15.46
			PW Shop-Security Wall Mount, Garage Door opener		
		410-000-000-531-10-48-02	Repair & Maint Shops		\$15.46
			PW Shop-Security Wall Mount, Garage Door opener		
		<b>Total 7563512</b>			<b>\$61.85</b>
		<b>7581504</b>			
		<b>March Purchase</b>			
		402-000-003-594-34-63-06	Springs/Task 3		\$421.77
			Task #3-Transfer Pump, Extension Cord		
		<b>Total 7581504</b>			<b>\$421.77</b>
		<b>8570847</b>			
		<b>March Purchase</b>			
		001-000-270-576-80-48-02	Parks Maintenance Repairs		\$40.31
			Parks-Moss Out Lawn Granules		
		<b>Total 8570847</b>			<b>\$40.31</b>
		<b>8582056</b>			
		<b>March Purchase</b>			
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance		\$76.28
			Gym-Texture Dots, Light Bulbs		
		<b>Total 8582056</b>			<b>\$76.28</b>
		<b>Total 43445</b>			<b>\$796.22</b>
		<b>Total Home Depot Credit Service</b>			<b>\$796.22</b>

Vendor	Number	Reference	Account Number	Description	Amount
Intercom Language Services	43446	16-439			
			2016 - May - 1st Council		
			April Services		
			001-000-120-512-50-41-04	Court Interpreter	\$110.00
			BDD0504923, 5Z0695661, 6Z0156144 and 5Z0424555		
Total 43446		Total 16-439			\$110.00
Total Intercom Language Services					\$110.00
Jason Pittam	43447	041416 JP	2016 - May - 1st Council		\$110.00
			001-000-270-576-80-49-00	Miscellaneous	\$7.92
			PW Shared-Jason Pittman, DOT Physical		
			001-000-280-536-20-49-00	Miscellaneous	\$1.98
			PW Shared-Jason Pittman, DOT Physical		
			101-000-000-542-90-49-00	Miscellaneous	\$14.85
			PW Shared-Jason Pittman, DOT Physical		
			401-000-000-534-80-49-01	Miscellaneous	\$24.75
			PW Shared-Jason Pittman, DOT Physical		
			407-000-000-535-80-49-04	Miscellaneous	\$24.75
			PW Shared-Jason Pittman, DOT Physical		
			410-000-000-531-10-49-00	Miscellaneous	\$24.75
			PW Shared-Jason Pittman, DOT Physical		
Total 041416 JP					\$99.00
Total Jason Pittam	43448	031416 JP	2016 - May - 1st Council		\$99.00
Jeffrey Potter					\$99.00
			410-000-000-343-83-00-00	Stormwater Charges	\$16.00
			Overpay/met Refund-Act 3998.0		
Total 031416 JP					\$16.00
Total Jeffrey Potter	43449	404222	2016 - May - 1st Council		\$16.00
Johnsons Home & Garden					\$16.00
			April Purchase		
			001-000-270-576-80-31-01	Parks Office Supplies	\$4.92
			PW-Trash Bags, Gas Can, Eye Protection Glasses		
			001-000-280-536-20-31-00	Cemetery Office Supplies	\$2.45
			PW-Trash Bags, Gas Can, Eye Protection Glasses		

Vendor	Number	Reference	Account Number	Description	Amount
Total Johnsons Home & Garden Kara Murphy Richards 43450	Total 43449	Total 404316	Total 404222 404316	101-000-000-542-90-31-00 Office Supplies	\$26.97
				PW-Trash Bags, Gas Can, Eye Protection Glasses	
				401-000-000-534-80-31-02 Office Supplies	\$29.42
				PW-Trash Bags, Gas Can, Eye Protection Glasses	
				407-000-000-535-80-31-02 Office Supplies	\$29.42
				PW-Trash Bags, Gas Can, Eye Protection Glasses	
				410-000-000-531-10-31-00 Office Supplies	\$29.42
				PW-Trash Bags, Gas Can, Eye Protection Glasses	
					\$122.60
				April Purchase	
Total Kara Murphy Richards Kenneth Blakely 43451	Total 43450	Total 043016 KMR	Total 043016 KMR	001-000-180-518-50-48-03 Vehicle Repairs & Maintenance	\$79.27
				Central Services-Replace Broken Ford Ignition Key	
					\$79.27
				May Services	
				001-000-151-515-30-41-04 Court Legal-Pros Attorney	\$2,000.00
					\$2,000.00
					\$2,000.00
					\$2,000.00
					\$2,000.00
					\$2,000.00
Total Kenneth Blakely 43451	Total 43451	Total 041416 KB	Total 041416 KB	2016 - May - 1st Council	
Total Kenneth Blakely 43451	Total 43451	Total 041416 KB	Total 041416 KB	001-000-270-576-80-49-00 Miscellaneous	\$9.20
				PW Shared-Kenneth Blakely, DOT Physcial	
				001-000-280-536-20-49-00 Miscellaneous	\$2.30
				PW Shared-Kenneth Blakely, DOT Physcial	
				101-000-000-542-90-49-00 Miscellaneous	\$17.25
				401-000-000-534-80-49-01 Miscellaneous	\$28.75
				PW Shared-Kenneth Blakely, DOT Physcial	
				407-000-000-535-80-49-04 Miscellaneous	\$28.75
				PW Shared-Kenneth Blakely, DOT Physcial	
				410-000-000-531-10-49-00 Miscellaneous	\$28.75
Total Kenneth Blakely 43451	Total 43451	Total 041416 KB	Total 041416 KB	PW Shared-Kenneth Blakely, DOT Physcial	
Total Kenneth Blakely 43451	Total 43451	Total 041416 KB	Total 041416 KB		\$115.00
					\$115.00
					\$115.00
					\$115.00
					\$115.00
					\$115.00
					\$115.00
					\$115.00
					\$115.00
					\$115.00



Vendor	Number	Reference	Account Number	Description	Amount
King County Finance I-Net 43452	Total 43452	11004427	March Services 001-000-214-521-20-42-01	2016 - May - 1st Council Police Comm KC I-Net	\$375.00 \$375.00 \$375.00 \$375.00
Total King County Finance I-Net Legend Data Systems, Inc. 43453	Total 43453	111171	001-000-240-558-51-31-00 CD Permitting-ID Card for Building Official, W Hill	2016 - May - 1st Council Office & Operating Supplies	\$16.43 \$16.43 \$16.43 \$16.43
Total Legend Data Systems, Inc. Melanie Thomas Dane 43454	Total 43454	043016	May Services 001-000-120-512-50-41-00	2016 - May - 1st Council Court Judge	\$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00
Total Melanie Thomas Dane Mike's Auto Body 43455	Total 43455	02715	April Service 001-000-210-521-10-48-01	2016 - May - 1st Council Vehicle Maintenance & Repair Police-Left Fender Repairs	\$584.27 \$584.27 \$584.27 \$584.27
Total Mike's Auto Body Office Products Nationwide 43456	Total 43456	838186-0	001-000-180-518-90-31-00 City Hall-Office Supplies	2016 - May - 1st Council Office Supplies City Hall	\$77.20 \$77.20 \$77.20 \$77.20
Total 838186-0 839514-0	Total 838186-0	839514-0	001-000-120-512-50-31-00	Operating Supplies	\$188.93 \$188.93 \$188.93 \$188.93

Vendor	Number	Reference	Account Number	Description	Amount
Total Office Products Nationwide OMG National	Total 43456	Total 839514-0		Court-Office Supplies	\$188.93
					\$266.13
					\$266.13
	43457	N1029074		2016 - May - 1st Council	
			001-000-210-521-10-31-00	Operating Supplies	\$140.00
Total OMG National Parametrix, Inc.				Police-Printing Stickers For Community Outreach	\$140.00
					\$140.00
	Total 43457	Total N1029074			\$140.00
	43458	01-76828		2016 - May - 1st Council	
Total 01-76828				February 28 to April 2, 2016 Services	\$1,310.58
			001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	
				Roberts Drive Design	\$377.50
			320-000-020-595-10-63-00	Roberts Dr Rehab-Eng.	
				Roberts Drive Design	\$1,688.08
Total 01-76829				February 28 to April 2, 2016 Services	\$2,060.16
			001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	
				The Villages-PH1A	\$2,060.16
Total 01-76830				February 28 to April 2, 2016 Services	\$3,024.89
			001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	
				Rock Creek Water Main	\$3,024.89
Total 01-76831				February 28 to April 2, 2016 Services	\$767.50
			320-000-023-595-30-63-00	Jones Lake Overlay-Grant Exp	
				On Call-Jones Lake Road Review	\$767.50
					\$7,540.63
					\$7,540.63
Total Parametrix, Inc.	Total 43458	Total 01-76831			\$7,540.63
					\$7,540.63

Vendor	Number	Reference	Account Number	Description	Amount
Randy Justice	43459	041416 RJ	2016 - May - 1st Council		
			April Services		\$300.00
			410-000-000-531-10-48-03	Stormwater Maintenance & Repair	
			Storm Water Management		
		Total 041416 RJ			\$300.00
Total Randy Justice	Total 43459				\$300.00
Regional Animal Services of King County	43460	040116	2016 - May - 1st Council		
			April Pet License Renewals		\$45.00
			633-000-000-589-00-00-01	King County Animal License	
		Total 040116			\$45.00
		042216			
			April Pet License Renewals		
			633-000-000-589-00-00-01	King County Animal License	
		Total 042216			\$90.00
Total Regional Animal Services of King County	Total 43460				\$90.00
RH2 Engineering Inc.	43461	64810	2016 - May - 1st Council		\$135.00
			Services Through March 27, 2016		\$135.00
			001-000-257-558-70-41-02	MDRT Civil Engineering-RH2 Engineering	
			Master Development Review Team		
					\$20,989.04
		Total 64810			\$20,989.04
Total RH2 Engineering Inc.	Total 43461				\$20,989.04
Russell Cahill	43462	041116 RC	2016 - May - 1st Council		
			PLN15-0044- Diamond Ridge		
			001-000-240-345-89-99-20	Pass thru Consultant-Deposits	
			Refund of Deposit for Review of Final Plat Survey Map		
					\$613.00
		Total 041116 RC			\$613.00
Total Russell Cahill	Total 43462				\$613.00
Sorci Family LLC	43463	041216 SFLLC	2016 - May - 1st Council		
			2015 Storm Charges		
			001-000-248-518-20-47-00	MDRT Electricity	
					\$207.82

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-254-518-20-47-00	Facilities-Utilities	\$415.62
		Total 041216 SFLLC			\$623.44
		043016 SFLLC			
			May Rental		\$618.00
			001-000-248-518-20-45-02	MDRT Property Rental Cost	\$927.00
			001-000-254-518-20-45-02	Facilities-Prop Rental	\$2,032.00
			001-000-254-518-20-45-05	Facilities City Hall Bldg Rental	\$3,577.00
		Total 043016 SFLLC			\$4,200.44
					\$4,200.44
Total Sorci Family LLC					
South Correctional Entity					
43464					
		1858			
			2016 - May - 1st Council		
			March Inmate Days		
			001-000-211-523-60-49-00	Jail Costs	\$1,727.00
		Total 1858			\$1,727.00
					\$1,727.00
Total South Correctional Entity					
Stantec Consulting Services, Inc.					
43465					
		1037746			
			2016 - May - 1st Council		
			January 30 to April 1, 2016 Services		
			404-000-009-594-34-63-00	Downtown Water Repl Proj	\$295.57
		Total 1037746			\$295.57
					\$295.57
Total Stantec Consulting Services, Inc.					
State Auditor Office					
43466					
		L113459			
			2016 - May - 1st Council		
			March Services		
			001-000-140-514-23-41-01	State Auditor Services	\$93.10
			001-000-152-514-10-41-00	Accountability Audit	\$1,815.46
			101-000-000-543-30-41-02	State Auditor Services	\$22.34
			401-000-000-534-80-41-03	State Auditor Services	\$85.65
			407-000-000-535-80-41-07	State Auditor Services	\$85.65
			410-000-000-531-10-41-02	State Auditor Services	\$85.65
		Total L113459			\$2,187.85
		L113868			
			December to February Travel Refund		
			001-000-140-514-23-41-01	State Auditor Services	(\$468.75)
			101-000-000-543-30-41-02	State Auditor Services	(\$112.50)
			401-000-000-534-80-41-03	State Auditor Services	(\$431.25)
			407-000-000-535-80-41-07	State Auditor Services	(\$431.25)

Vendor	Number	Reference	Account Number	Description	Amount
Total State Auditor Office Summit Law Group	Total 43466 43467	Total L113868	410-000-000-531-10-41-02	State Auditor Services	(-\$431.25) (\$1,875.00) \$312.85 \$312.85
		78662, 78663	March Services		
			001-000-150-515-30-41-08	Legal Svcs-Union Contracts	\$802.62
			001-000-257-558-70-41-00	MDRT Legal Services	\$76.44
			101-000-000-543-30-41-05	Legal Costs	\$50.96
			101-000-000-543-30-41-05	Legal Costs	\$108.11
			401-000-000-534-80-41-04	Legal Svcs	\$114.66
			401-000-000-534-80-41-04	Legal Svcs	\$108.13
			407-000-000-535-80-41-09	Legal Costs	\$114.66
			407-000-000-535-80-41-09	Legal Costs	\$108.13
			410-000-000-531-10-41-01	Legal Costs	\$108.13
			410-000-000-531-10-41-01	Legal Costs	\$114.66
Total Summit Law Group Valley Communications	Total 43467 43468	Total 78662, 78663			\$1,706.50 \$1,706.50 \$1,706.50
		0016586	March Services		
			001-000-214-521-20-41-00	Valley Comm - Dispatch Service	\$11,442.98
		Total 0016586 0016601			\$11,442.98
			Quarter 1 WSP Access Billing		
			001-000-214-521-20-41-02	Valley Comm - Access Charge	\$574.01
Total Valley Communications	Total 43468	Total 0016601			\$574.01 \$12,016.99 \$12,016.99

Vendor	Number	Reference	Account Number	Description	Amount
<b>WA State Department of Corrections</b>					
	43469	0316.1-16-KCWC-HQ		2016 - May - 1st Council	
		March 2016			
		001-000-211-523-60-49-04		Work Crew Costs-State Exp	\$45.00
				3 Worker Days in March	
		Total 0316.1-16-KCWC-HQ			\$45.00
					\$45.00
					\$45.00
<b>Total WA State Department of Corrections</b>					
	43470	APP ID 6151		2016 - May - 1st Council	
		410-000-000-531-10-48-03		Stormwater Maintenance & Repair	\$150.00
				Standard HPA Application Fee	
		Total APP ID 6151			\$150.00
					\$150.00
					\$150.00
<b>Total Washington Department of Fish &amp; Wildlife</b>					
	43471	I16006947		2016 - May - 1st Council	
		March Services			
		633-000-000-586-00-00-06		Due to WSP-FBI Fingerprinting-Background	\$88.50
				FPID and GL	
		Total I16006947			\$88.50
					\$88.50
					\$88.50
<b>Total Washington State Patrol</b>					
	43472	031416		2016 - May - 1st Council	
		410-000-000-343-83-00-00		Stormwater Charges	\$16.00
				Overpayment Refund-Act 3933.0	
		Total 031416			\$16.00
					\$16.00
					\$16.00
<b>Total William &amp; Suzanne Cadden</b>					
	43473	040416 YCDC		2016 - May - 1st Council	
		March Jail Services			
		001-000-211-523-60-49-00		Jail Costs	\$54.75
				1 Inmate Day	
		Total 040416 YCDC			\$54.75
					\$54.75
					\$54.75
<b>Total Yakima County Dept. of Corrections</b>					
		Vendor Count		38	
					\$65,050.96

Execution Time: 16 second(s)

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 16-0000, requiring Council preapproval before payment of all claims and calling for expedited compliance with the requirements of RCW 42.24 and Black Diamond Municipal code Section 3.23 payment of City claims or obligations</b>	<b>Agenda Date: April 21, 2016</b>	
	<b>AB16-028</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:	Councilmember Weber	X
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 16-0000</b>		
<b>SUMMARY STATEMENT:</b>  This item was first brought forward at the April 7, 2016 regular business meeting and was referred to the Budget, Finance, and Administration Council Committee.		
<b>FISCAL NOTE (Finance Department):</b>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-0000, requiring Council preapproval before payment of all claims and calling for expedited compliance with the requirements of RCW 42.24 and Black Diamond Municipal Code section 3.23 payment of City claims and obligations.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
April 7, 2016	Motion to refer to committee.	Passed 3-2 (Dedy, Edelman)
April 21, 2016		

## **RESOLUTION NO. 16-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REQUIRING COUNCIL PREAPPROVAL BEFORE PAYMENT OF ALL CLAIMS AND CALLING FOR EXPEDITED COMPLIANCE WITH THE REQUIREMENTS OF RCW 42.24 AND BLACK DIAMOND MUNICIPAL CODE SECTION 3.23 PAYMENT OF CITY CLAIMS OR OBLIGATIONS.**

**WHEREAS**, Black Diamond Municipal Code Section 3.23 authorizes the finance director, city administrator, city clerk or mayor to issue warrants or checks in payment of claims before the city council has acted to approve the claims only upon meeting all of three conditions; and

**WHEREAS**, RCW 42.24 authorizes payments before legislative approval only upon the enactment by the Council of four policies and procedures that are substantially the same as those required in Black Diamond Municipal Code Section 3.23; and

**WHEREAS**, In response to a request from the Chair of the Council's Budget, Finance, and Administration Committee on February 16, 2016, the Mayor wrote that she is the public representative who approves the vouchers. (Exhibit A); and

**WHEREAS**, In response to a request from the Chair of the Council's Budget, Finance, and Administration Committee on March 29, 2016 requesting documentation that the three requirements of the Black Diamond Code had been met, the Mayor responded that: "This request is totally outside your purview". (Exhibit B); and

**WHEREAS**, RCW 42.24 and BDMC 3.23 make clear that the procedures for the approval of vouchers, and the approval of the vouchers, are a Council responsibility; and

**WHEREAS**, BDMC 3.23.030 (C) states that one of the conditions that must be met before claims may be paid prior to Council approval is that: "The Council has



adopted contracting, hiring, purchasing and disbursing policies that implement effective internal control". The Council has not identified, and the Mayor has not provided any evidence, that this requirement has been met at any time since Ordinance 08-850 adopted BDMC 3.23.030 in 2008; and

**WHEREAS**, BDMC 3.23.030 (B) states that one of the conditions that must be met before claims may be paid prior to Council approval is that: "The finance director, city administrator, city clerk and the Mayor have each furnished a fidelity bond in the amount of fifty thousand dollars for the faithful discharge of each of their duties". The Mayor has not provided any evidence to the Council that this requirement has been met; and

**WHEREAS**, the Council recognizes that payments of claims prior to Council approval can help enable the efficient operation of the City, reduce the risk of late charges and enable the ability to take advantage of early payment discounts. For this reason the Council supports this practice but only if all legal requirements are fully met; and

**WHEREAS**, In order to continue to authorize the payments of claims prior to Council approval, the Council must verify through proper documentation that all of the conditions of BDMC 3.23.030 have been met.

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

**Section 1. The Mayor and the Finance Director are not authorized to prepay claims until the Council has determined that all three conditions of BDMC 3.23.030 have been met.**

**Section 2. The Mayor is requested to provide documentation that will allow the Council to verify that all three conditions of the BDMC 3.23.030 have been met.**

**Section 3. The Mayor is requested to prepare and submit for Council approval recommended contracting, hiring, purchasing and disbursing policies that implement effective internal control.**

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, \_\_\_\_\_**

**CITY OF BLACK DIAMOND**

\_\_\_\_\_  
**Carol Benson, Mayor**

**Attest:**

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

DRAFT

EXHIBIT A

**RE: Budget and Finance Committee Questions**

Carol Benson

**Sent:** Tuesday, February 16, 2016 2:47 PM**To:** Brian Weber**Cc:** Erika Morgan

See blue below.

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**From:** Brian Weber**Sent:** Tuesday, February 16, 2016 2:12 PM**To:** Carol Benson**Cc:** Erika Morgan**Subject:** Budget and Finance Committee Questions

Mayor Benson,

These questions are from the last two Budget and Finance Committee meetings. A response from either yourself or May Miller would be appreciated.

Feb 8, 2016 Meeting:

1. Are the vouchers approved by a public representative outside of a budget committee meeting? Yes, the mayor.
2. Is the City accepting the Ginder Creek improvement as a developer contribution and mitigation for the impact their development will have upon the natural hydrological systems of the Black Diamond landscape?  
We do not have a Ginder Creek improvement project. I am not sure what you are referring to.

Feb 15, 2016 Meeting:

1. Can you please explain the EFT expenses paid (what was bought and by which department / fund) for the items described under First Bank EFT payments beginning on Page 6 of 18 and continuing to Page 9 of 18 of the voucher directory? EFT expenses are electronic funds transfers and are the same as a check, but made electronically.
2. What can be done so the public knows how much is left in the various funds and a grand total financial position of the city, and how Black Diamond is performing against the agreed to budget?  
Your role is legislative and mine is administrative. You set the budget and I make sure payments are made within the budget. If we exceed any budget, we are required to go to Council to get a budget amendment. This has not happened so far this year.

I have Cc'd Councilmember Morgan since she is the committee Vice Chair.

Thank You,

Brian Weber

Budget, Finance Committee Chair  
Black Diamond City Council  
Position 4  
253-508-0397

*"If everyone is thinking alike, then somebody isn't thinking."*  
George S. Patton

**RE: Ordinance 08-850 Information**

EXHIBIT B

Carol Benson

**Sent:** Tuesday, March 29, 2016 1:43 PM**To:** Brian Weber; May Miller**Cc:** Brenda Martinez

You seem to forget that there are three branches of Government: Legislative, Executive and Judicial. Your job is to pass legislation and mine is to enforce it. This request is totally outside your purview. I certify that all processes that satisfy the three requirements of BDDMC 3.23.030 have been met.

*Carol Benson*

Mayor, City of Black Diamond

"Be kind, for everyone you meet is fighting a battle you know nothing about."

- Wendy Mass, *The Candymakers*

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**From:** Brian Weber**Sent:** Tuesday, March 29, 2016 8:19 AM**To:** May Miller**Cc:** Carol Benson**Subject:** Ordinance 08-850 Information

As a follow-up to some questions raised with regard to Black Diamond Ordinance 08-850, I am requesting documentation and/or documented processes that satisfy the three requirements of Black Diamond Municipal Code 3.23.030. I am looking for more than just the "generalized" Black Diamond Financial Policies.

Since the City Council is responsible for approving expenditures I would like to know that all the necessary requirements are met.

Thank You,

Brian Weber

Black Diamond City Council

Position 4

253-508-0397

*"If everyone is thinking alike, then somebody isn't thinking."*

George S. Patton

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: April 21, 2016</b>	<b>AB16-026A</b>
<b>Resolution authorizing the Mayor to sign a Professional Services Agreement with DKS Associates for the transportation element in the Comprehensive Plan update</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$34,655 fixed rate total includes two optional tasks (1)\$3,615 for Public Open House and (2) \$6,555 to attend Public Hearings	Police – Chief Kiblinger	
Fund Source: - Comp Plan Update-2016 Budget	Public Works – Seth Boettcher	
Timeline: April-June 2016	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator <b>Attachments: Draft Resolution; Professional Services Agreement</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>The City entered into a Professional Services Agreement with BergerAbam in 2014 and agreed to a scope of work and budget to update the Comprehensive Plan as required under the Growth Management Act (GMA). BergerAbam hired DKS Associates as their subconsultant for the transportation element of the Comprehensive Plan. The City terminated the Agreement with BergerAbam in October 2015 before DKS Associates had completed all the tasks in the original scope of work. However, at the time the BergerAbam contract was terminated, DKS had already completed over 90% of the tasks in the scope of work for the transportation element. The City has not been billed for the remaining work in the scope that was not done.</p> <p>The City needs DKS to complete the tasks in the original BergerAbam Agreement scope of work in order for the draft transportation element to be whole. In addition, staff has identified additional tasks that are needed to ensure the final draft transportation element is comprehensive for the public, planning commissioners, and council members.</p> <p>Tasks from the original scope that need to be completed include the following:</p> <ul style="list-style-type: none"> <li>• Complete the planning level costs for recommended transportation improvements</li> <li>• Respond to the City's review comments and coordination meeting</li> </ul> <p>New tasks include:</p> <ul style="list-style-type: none"> <li>• Traffic simulation modeling</li> <li>• Presentation to staff, Planning Commission, and City Council at joint work session</li> <li>• Presentation of traffic analysis and simulation findings at a Public Open House</li> </ul>		

- Attend City Council/Planning Commission Hearings

The timely approval of this Agreement is important because the Comprehensive Plan update is behind the GMA schedule for adoption. This is causing the City to be ineligible for grant funds.

FISCAL NOTE (Finance Department): The funds for the DKS Agreement for \$34,655 are already included in the 2016 Comp Plan Budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Motion to adopt Resolution No. 16-0000, (*Clerk to assign number at time of adoption*), authorizing the Mayor to sign a Personal Services Agreement with DKS Associates.**

#### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 7, 2016	Motion to refer to committee.	Passed 3-2 (Deady, Edelman)
April 21, 2016		

## **RESOLUTION NO. 16-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DKS ASSOCIATES TO COMPLETE THE DRAFT TRANSPORTATION ELEMENT PORTION OF THE COMPREHENSIVE PLAN UPDATE; IN THE AMOUNT OF \$24,485.00 WITH TWO OPTIONAL TASKS THAT, IF AUTHORIZED BY THE CITY, WOULD INCREASE THE CONTRACT AMOUNT TO \$34,655.00**

**WHEREAS**, City of Black Diamond is in need of consulting services to complete the update of its Comprehensive Plan mandated by the State of Washington; and

**WHEREAS**, in 2014, the City entered into a Professional Services Agreement (Agreement) with BergerAbam, a planning consulting firm, to provide such services under an agreed upon scope of work and budget; and

**WHEREAS**, BergerAbam began work under the Agreement and subcontracted with DKS Associates for the transportation element of the Comprehensive Plan update;

**WHEREAS**, the City terminated the Agreement with BergerAbam prematurely, and before DKS completed all of the transportation planning work defined in the scope and budget of the Agreement; and

**WHEREAS**, the City still needs the remaining transportation planning work to be completed by DKS Associates; and

**WHEREAS**, the City has also identified additional tasks that are needed in order for the City to be successful in updating its Comprehensive Plan; and

**WHEREAS**, DKS Associates has provided a scope of work and budget which includes the incomplete tasks from the BergerAbam Agreement together with the newly identified tasks, as needed to complete the transportation element, as described in Exhibit A, attached to the DKS Professional Services Agreement; and

**WHEREAS**, the proposed contract is in the amount of \$24,485.00 for DKS to complete the work required for the City's Comprehensive Plan update; and

**WHEREAS**, the proposed contract also includes two "optional" elements (Exhibit A to the Professional Services Agreement attached), which the City could authorize if needed, and which would increase the contract amount to not more than \$34,655.00; and

**WHEREAS**, the City has identified and budgeted for completion of the Comprehensive Plan update and these amounts in the 2016 budget;



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

**Section 1.** The Mayor is authorized to execute the attached Professional Services Agreement with DKS Associates for transportation planning services to complete its Comprehensive Plan update, in the amount of \$24,485.00, with two optional tasks that may be authorized by the City and which may increase the contract amount to not more than \$34,655.00.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

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

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

THIS Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the "CITY")  
24301 Roberts Drive  
Black Diamond, WA 98010  
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-886-2592

And DKS Associates, a corporation, organized under the laws of the State of Washington, doing business at:

DKS ASSOCIATES (hereinafter the "CONSULTANT")  
720 SW Washington St, Suite 500  
Portland, Oregon 97205  
Contact: Chris Maciejewski, PE Phone: 503-243-3500

for professional services in connection with the following Project:

Black Diamond Comprehensive Plan Update Transportation Element

### **TERMS AND CONDITIONS**

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

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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

#### **2. Schedule of Work.**

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on upon the date that both parties sign this contract and shall terminate on June 30, 2016 unless extended or terminated in writing as provided herein.

Revised 3/30/16

**4. Compensation.**

- ☒ **FIXED FEE.** Compensation for these services shall be a Fixed Fee of \$24,485. Compensation for optional tasks with City authorization shall be a Fixed Fee of \$3,615 for Task 6 and \$6,555 for Task 7.
- ☐ **TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed \$\_\_\_\_\_ without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit C.
- ☐ **TIME AND MATERIALS.** Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "\_\_\_\_\_."
- ☐ **OTHER.** \_\_\_\_\_

**5. Payment.**

A. Consultant shall provide monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within forty-five (45) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant 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.

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

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

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

**6. Discrimination and Compliance with Laws**

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the

approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

**7. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

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

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been

Revised 3/30/16

fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

**9. Standard of Care.** Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**10. Ownership of Work Product.**

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

**11. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's

inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant'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.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

Carol Benson  
Mayor  
24301 Roberts Drive  
Black Diamond, WA 98010

Phone: 360-886-5700  
Fax: 360-886-2592

DKS Associates  
Attn: Chris Maciejewski, PE  
720 SW Washington St, Suite 500  
Portland, Oregon 97205

Phone: 503-243-3500

**16. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

**17. General Provisions.**

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document



as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,  
WASHINGTON

By: \_\_\_\_\_  
Carol Benson  
Mayor

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

Attest:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris  
City Attorney

DKS ASSOCIATES

By: Chris Maciejewski

Name: Chris Maciejewski

Title: Principal

Date: 3/30/16

Exhibit "A" City of Black Diamond Professional Services Agreement

Black Diamond Comprehensive Plan Update Transportation Element Work Schedule

March 7, 2016

<b>Scope Task</b>	<b>Schedule</b>
Task 1 – Planning Level Cost Estimates for recommended transportation improvements	Within 1 month of signed contract
Task 2 – Respond to City Comments	Within 1 month of signed contract
Task 3 – Traffic Simulation Modeling	Within 2 months of signed contract
Task 4 – City Staff Coordination Meeting	Within 3 months of signed contract
Task 5 – Joint City Council/Planning Commission Work Session	Within 3 months of signed contract
<b>Optional Tasks</b>	
Task 6 – Public Open House to present traffic analysis and simulation findings	TBD
Task 7 – City Council/Planning Commission Hearings	TBD