



CITY OF BLACK DIAMOND
March 17, 2016 Regular Business Meeting Agenda –
REVISED 3/16/16
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** - March 17, 2016 - No. 43280 through No.43321 and EFTs in the amount of \$177,543.18
- 2) Payroll** – February, 2016 – No. 18778 through 18798 and ACH Payments in the amount of \$261,386.84
- 3) Minutes** – Council Meeting of January 21, 2016

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. 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: None

UNFINISHED BUSINESS:

NEW BUSINESS:

- | | |
|---|-----------------|
| 4) Res No. 16-1080 – Authorizing an Agreement with ReturnMeds | Chief Kiblinger |
| 5) Res No. 16-1081 – Authorizing an Agreement with PumpTech, Inc | Mr. Boettcher |
| 6) Res No. 16-1082 – Authorizing an Agreement with BHC for Building Services | Ms. Kincaid |

DEPARTMENT REPORTS:

MAYOR’S REPORT:

- Mayor Benson – Tri-City Council Meeting Update

COUNCIL REPORTS:

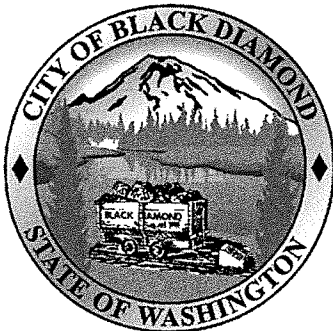
- Councilmember Deady
- Councilmember Morgan
- Councilmember Edelman
- Councilmember Weber
- Councilmember Pepper

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION: To discuss with Legal Counsel Pending Litigation Pursuant to RCW 42.30.110(1)(i)

ADJOURNMENT

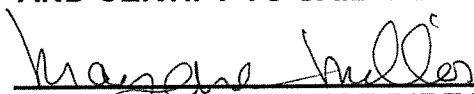


CERTIFICATION

Date: March 17, 2016

Check No.'s/EFT	Batch Name	Amount
43280-43281	Pre-Council Mar-2nd Council 03/17/16	\$ 34,036.19
43282-43321	Mar-2nd Council-03/17/16	\$ 134,314.57
EFT/ACH Payments	March-Month End Chks-03/31/16	\$ 9,192.42
	Total Vouchers	\$ 177,543.18

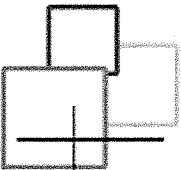
I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER THE PENALTY OF PERJURY, THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED AND OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BLACK DIAMOND, AND THAT I AM AUTHORIZED TO AUTHENTICATE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



MAY MILLER, FINANCE DIRECTOR

COUNCILMEMBERS

_____	_____
_____	_____
_____	_____



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
ADT Security Services (PA)	43282	022316 10514885	2016 - March - 2nd Council		
			March 1 to May 31, 2016 Services		
			001-000-254-518-20-49-00	Facilities Security	\$162.17
		Total 022316 10514885			\$162.17
		022316 202512470	March 12 to April 11, 2016 Services		
			001-000-248-518-20-49-02	MDRT Bldg Security Costs	\$19.43
			001-000-254-518-20-49-00	Facilities Security	\$29.15
			Total 022316 202512470		\$48.58
		Total 43282			\$210.75
		Total ADT Security Services (PA)			\$210.75
AHBL, Inc.	43283	97231	2016 - March - 2nd Council		
			December 26, 2015 to January 25, 2016		
			001-000-240-558-60-41-06	Prof Svs-Gen Gvt Planner	\$6,300.00
		Total 97231			\$6,300.00
		97241	December 26, 2015 to January 25, 2016		
			310-000-025-558-60-41-00	Comp Plan Update-Prof Svs	\$560.00
			Total 97241		\$560.00
		Total 43283			\$6,860.00
		Total AHBL, Inc.			\$6,860.00
		American Planning Assoc.			
	43284	180852-1613	2016 - March - 2nd Council		
			001-000-240-558-60-49-02		
			Membership		\$483.00
		Total 180852-1613	Annual Membership-Kincaid		\$483.00
			Total 43284		\$483.00
		Total American Planning Assoc.			\$483.00

Vendor	Number	Reference	Account Number	Description	Amount
Total Bud Clary Chevrolet CenturyLink (AZ)	Total 43280	Total 5735	2016 3500 Chevy Pick Up		\$32,911.19
					\$32,911.19
					\$32,911.19
Total CenturyLink (AZ) CenturyLink (WA)	Total 43288	1366448366 CL	2016 - March - 2nd Council		
			February Services		
			001-000-254-518-20-42-00	Facilities-Communication	\$29.57
			City Hall		
		Total 1366448366 CL			\$29.57
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Vendor	Number	Reference	Account Number	Description	Amount
			Police-Water		
			001-000-212-521-50-47-02	Sewer	\$62.26
			Police-Sewer		
			001-000-212-521-50-47-03	Stormwater	\$80.00
			Police-Storm		
			001-000-248-518-20-47-01	MDRT BD Wtr, Swr, Storm	\$75.78
			City Hall - MDRT		
			001-000-254-518-20-47-00	Facilities-Utilities	\$113.66
			City Hall		
			001-000-270-575-30-47-01	Museum Water/Sewer/Storm	\$32.00
			Museum-Storm		
			001-000-270-575-30-47-01	Museum Water/Sewer/Storm	\$99.68
			Museum-Water, Sewer		
			001-000-270-575-51-47-01	Gym-Stormwater	\$32.00
			Gym-Water		
			001-000-270-575-51-47-02	Gym-Sewer	\$44.42
			Gym-Sewer		
			001-000-270-575-51-47-03	Gym-Water	\$62.26
			Gym-Storm		
			001-000-270-576-80-47-01	Water	\$35.63
			Eagle Creek-Water		
			001-000-270-576-80-47-01	Water	\$35.63
			Coal Car-Water		
			001-000-270-576-80-47-01	Water	\$3.31
			Parks Water		
			001-000-270-576-80-47-02	Sewer	\$4.98
			Parks		
			001-000-270-576-80-47-03	Stormwater	\$96.00
			Boat Launch-Storm		
			001-000-270-576-80-47-03	Stormwater	\$11.52
			Parks		
			001-000-280-536-20-47-01	Water	\$35.63
			Cemetery-Water		
			001-000-280-536-20-47-01	Water	\$0.83
			Cemetery		
			001-000-280-536-20-47-02	Sewer	\$1.25
			Cemetery		
			001-000-280-536-20-47-03	Stormwater	\$2.88
			Cemetery		
			001-000-530-522-10-47-01	Water	\$36.68
			Fire Dept-Water		
			001-000-530-522-10-47-02	Sewer	\$62.26
			Fire Dept-Sewer		

Vendor	Number	Reference	Account Number	Description	Amount
City of Enumclaw	43292	04654	2016 - March - 2nd Council		
			February Jail Services		\$600.00
			001-000-211-523-60-49-00	Jail Costs	
			10 Days at 60.00 Per Day		
		Total 04654			\$600.00
Total City of Enumclaw	Total 43292				\$600.00
Comcast (34744)	43293	022316 8498 34 014 0106156	2016 - March - 2nd Council		
			Feb 26 to Mar 24, 2016 Service		
			001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$95.00
		Total 022316 8498 34 014 0106156			\$95.00
		022316 8498 34 014 0122286	Feb 22 to Mar 21, 2016 Service		
			001-000-120-512-50-42-00	Telephone/DSL	\$221.31
		Total 022316 8498 34 014 0122286			\$221.31
		022616 8498 34 014 0125628	Mar 05 to Apr 4, 2016 Services		
			001-000-254-518-20-42-00	Facilities-Communication	\$231.14
		Total 022616 8498 34 014 0125628	City Hall Internet		\$231.14
Total Comcast (34744)	Total 43293				\$231.14
Dept of Licensing-Firearms Online					\$547.45
		EFT Payment 3/8/2016 12:21:36 PM - 1	2016 - March - Month End Cks 3/31/16		\$547.45
		BD59-64			
			February 24		
			633-000-000-386-11-00-00	Gun Permits to DOL	\$111.00
		Total BD59-64			\$111.00
		BD65-71			
			February 26		
			633-000-000-386-11-00-00	Gun Permits to DOL	\$132.00
		Total BD65-71			\$132.00
Total Dept of Licensing-Firearms Online	Total EFT Payment 3/8/2016 12:21:36 PM - 1				\$243.00
DKS Associates	43294				\$243.00
		0059886	2016 - March - 2nd Council		
			July 1, 2015 to August 28, 2015 Services		
			310-000-025-558-60-41-00	Comp Plan Update-Prof Svs	\$10,000.00

Execution Time: 24 second(s)

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Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Total 43294					\$10,000.00
Total DKS Associates					\$10,000.00
First Bankcard					\$10,000.00
EFT Payment 3/8/2016 12:21:36 PM - 2					
021416 1117 Esping					
2016 - March - Month End Cks 3/31/16					
February Charges					
	001-000-180-518-50-48-03			Vehicle Repairs & Maintenance	\$179.88
	001-000-180-518-90-31-00			Filters Now, LLC-12 Heppa Air Filters for Central Services Buildings	
	001-000-180-518-90-31-00			Office Supplies City Hall	\$25.16
	001-000-180-518-90-31-00			Harbor Freight-Flashlight, Bit Set	
	001-000-180-518-90-31-00			Office Supplies City Hall	\$175.19
	001-000-181-518-30-31-00			Guitar Center-Recorder	
	001-000-181-518-30-31-00			Office & Operating Supplies	\$59.83
	001-000-181-518-30-31-04			VF Outlet-Facilities Uniform	
	001-000-181-518-30-31-04			Uniforms	\$21.89
	001-000-181-518-30-31-04			Harbor Freight-Facilities Uniform	
	001-000-181-518-30-31-04			Uniforms	\$87.59
	001-000-270-576-80-31-01			Road Runner Sports-Facilities Uniform	
	001-000-270-576-80-31-01			Parks Office Supplies	\$0.49
	001-000-270-576-80-31-01			Harbor Freight-Tools	
	001-000-270-576-80-31-01			Parks Office Supplies	\$1.29
	001-000-270-576-80-31-01			Harbor Freight-Tools	
	001-000-270-576-80-31-01			Parks Office Supplies	\$9.10
	001-000-270-576-80-31-01			Northern Safety-First Aid Supplies	
	001-000-270-576-80-31-01			Parks Office Supplies	\$4.29
	001-000-270-576-80-31-01			Harbor Freight-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure	
	001-000-270-576-80-31-01			Parks Office Supplies	\$4.71
	001-000-270-576-80-31-01			Northern Safety-First Aid Supplies	
	001-000-270-576-80-31-01			Parks Office Supplies	\$0.00
	001-000-270-576-80-31-01			Harbor Freight-First Aid Supplies	
	001-000-280-536-20-31-00			Cemetery Office Supplies	\$2.28
	001-000-280-536-20-31-00			Northern Safety-First Aid Supplies	
	001-000-280-536-20-31-00			Cemetery Office Supplies	\$1.07
	001-000-280-536-20-31-00			Harbor Freight-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure	
	001-000-280-536-20-31-00			Cemetery Office Supplies	\$0.12
	001-000-280-536-20-31-00			Harbor Freight-Tools	
	001-000-280-536-20-31-00			Cemetery Office Supplies	\$1.18
	001-000-280-536-20-31-00			Harbor Freight-First Aid Supplies	

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-280-536-20-31-00	Cemetery Office Supplies	\$0.32
			Harbor Freight-Tools		
			101-000-000-542-90-31-00	Office Supplies	\$8.04
			Harbor Freight-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure		
			101-000-000-542-90-31-00	Office Supplies	\$17.08
			Northern Safety-First Aid Supplies		
			101-000-000-542-90-31-00	Office Supplies	\$8.83
			Harbor Freight-First Aid Supplies		
			101-000-000-543-33-48-03	Street Share-Vehicle & Eq Mtc Costs	\$17.56
			Harbor Freight-Car Wash Cleaner		
			101-000-000-543-33-48-03	Street Share-Vehicle & Eq Mtc Costs	\$0.92
			Harbor Freight-Tools		
			101-000-000-543-33-48-03	Street Share-Vehicle & Eq Mtc Costs	\$2.42
			Harbor Freight-Tools		
			310-000-002-594-18-62-00	Council Chamber & Police & Court Bldg	\$34.67
			Amazon.com-Audio Cords		
			401-000-000-534-80-31-01	Operating Supplies	\$13.40
			Harbor Freight-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure		
			401-000-000-534-80-31-01	Operating Supplies	\$1.52
			Harbor Freight-Tools		
			401-000-000-534-80-31-01	Operating Supplies	\$14.72
			Harbor Freight-First Aid Supplies		
			401-000-000-534-80-31-01	Operating Supplies	\$4.04
			Harbor Freight-Tools		
			401-000-000-534-80-31-01	Operating Supplies	\$28.45
			Northern Safety-First Aid Supplies		
			407-000-000-535-80-31-01	Operating Supplies	\$1.53
			Harbor Freight-Tools		
			407-000-000-535-80-31-01	Operating Supplies	\$14.72
			Harbor Freight-First Aid Supplies		
			407-000-000-535-80-31-01	Operating Supplies	\$28.45
			Northern Safety-First Aid Supplies		
			407-000-000-535-80-31-01	Operating Supplies	\$4.04
			Harbor Freight-Tools		
			407-000-000-535-80-31-01	Operating Supplies	\$13.40
			Harbor Freight-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure		
			410-000-000-531-10-31-01	Stormwater Operating Supplies	\$4.04
			Harbor Freight-Tools		
			410-000-000-531-10-31-01	Stormwater Operating Supplies	\$14.72
			Harbor Freight-First Aid Supplies		
			410-000-000-531-10-31-01	Stormwater Operating Supplies	\$28.45
			Northern Safety-First Aid Supplies		
			410-000-000-531-10-31-01	Stormwater Operating Supplies	\$1.53
			Harbor Freight-Tools		

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-531-10-31-01	Stormwater Operating Supplies	\$13.40
			Harbor Freight-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure		
			510-000-300-594-21-31-00	Surplus Costs Police	\$49.42
			Harbor Freight-Cleaner, Zip Ties, Brake Parts Cleaner		
		Total 021416 1117 Esping			\$899.74
		021416 1875 Kincaid			
		February Charges			
			001-000-240-558-51-43-01	Lodging, Meals & Mileage	\$28.56
			Black Diamond Bakery-CD-Refreshments for Dept of Commerce Meeting		
			001-000-240-558-51-43-01	Lodging, Meals & Mileage	\$14.09
			Benjarong Thai-CD-Meal for Conference Meeting-Kincaid		
			001-000-240-558-60-49-00	Miscellaneous	\$14.08
			Benjarong Thai-CD-Meal for Conference Meeting-Obrecht, and Hearing Examiner		
		Total 021416 1875 Kincaid			\$56.73
		021416 2292 Kiplinger			
		February Charges			
			001-000-180-518-10-49-05	Recognition Awards	\$50.00
			Gino's Bistro--Police-Gift Card for Award		
			001-000-210-521-10-31-00	Operating Supplies	\$38.00
			Cellular Connection-Police-Car Phone Charger		
			001-000-210-521-10-49-01	Training	\$77.25
			WSU Conf Mgmt-Police-FBI-NA Training		
			001-000-216-521-10-31-01	Costs Assoc w/Police Recognition	\$6.94
			Fred Meyer-Police-Frame for Award		
		Total 021416 2292 Kiplinger			\$172.19
		021416 4013 Metcalf			
		February Charges			
			001-000-120-512-50-42-03	Postage	\$49.00
			USPS Black Diamond-Postage		
			001-000-120-512-50-42-03	Postage	\$3.72
			USPS Black Diamond-Postage		
		Total 021416 4013 Metcalf			\$52.72
		021416 4138 Lynch			
		February Charges			
			001-000-216-521-10-43-00	Lodging, Meals & Mileage	\$5.00
			Seattle Park-Police-Parking in Seattle		
		Total 021416 4138 Lynch			\$5.00
		021416 4360 Martinez			
		February Charges			
			001-000-110-511-60-41-00	Professional Services	\$45.00
			Paypal-Council-SCA Networking Dinner- Deady		
			001-000-110-511-60-43-00	Lodging, Meals and Mileage	\$45.00
			Paypal-Council-SCA Networking Dinner-Edelman		

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-130-513-10-43-00	Lodging, Meals & Mileage	\$45.00
			001-000-137-514-21-49-01	Paypal-Mayor-SCA Networking Dinner-Benson Workshops and Training	\$425.00
			001-000-145-518-80-48-00	Paypal- Clerk-WMCA 2016 Conference Registration Repairs and Maintenance	\$174.85
				Web.com-Annual Web Hosting	
		Total 021416 4360 Martinez			\$734.85
		021416 4829 Martinez			
		February Charges			
		001-000-210-521-10-35-01	DUI Rec Costs/Equip Purchased		\$61.76
		001-000-210-521-10-49-01	Barcodes, Inc-Scanner Codes		\$77.25
		001-000-210-521-10-49-01	Training		
			FBI NA-FBI Training		
		Total 021416 4829 Martinez			\$139.01
		021416 5176 Benson			
		February Charges			
		001-000-180-518-10-49-04	Retreat-Travel & Training		\$27.32
			Brad Worthley Int'l-Educational Tapes for Staff Development		
		Total 021416 5176 Benson			\$27.32
		021416 5176 Redd			
		February Charges			
		001-000-246-558-70-43-00	Lodging, Meals & Mileage		\$19.41
			Safeway-Refreshments for MDRT Meeting		
		001-000-246-558-70-49-00	Miscellaneous		\$16.88
			Fred Meyer-Refreshments for Meeting with Goodfellow		
		Total 021416 5176 Redd			\$36.29
		021416 7567 Macdonald			
		February Charges			
		001-000-210-521-10-35-00	Firearms Program		\$1,275.84
			Optics Planet Online-Police-3 Aim Point Rifle Optics		
		Total 021416 7567 Macdonald			\$1,275.84
		021416 8513 Williamson			
		February Charges			
		001-000-246-558-70-32-00	Fuel		\$40.55
			Cenex-Fuel for MDRT		
		001-000-246-558-70-43-00	Lodging, Meals & Mileage		\$30.00
			MOD Pizza-MDRT Fill & Grade Meeting with Staff		
		001-000-246-558-70-49-00	Miscellaneous		\$103.16
			Washington Work Wear-Supply/Uniform Boots for Bob Bain		
		Total 021416 8513 Williamson			\$173.71
		021416 9074 McGraw			
		February Charges			
		001-000-214-521-20-42-03	Police Postage		\$12.71
			USPS Black Diamond-Postage		

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-214-521-20-42-03	Police Postage	\$13.60
				USPS Black Diamond-Postage	
			001-000-214-521-20-42-03	Police Postage	\$7.43
				USPS Black Diamond-Postage	
			001-000-214-521-20-42-03	Police Postage	\$18.05
				USPS Black Diamond-Postage	
			Total 021416 9074 McGraw		\$51.79
			021416 9871 Del Santo		
			February Charges		
			402-000-000-594-34-63-12	70K Working Capital -WSFFA other costs	\$102.49
				The Home Depot-MPA Testing of Air Shaft	
			Total 021416 9871 Del Santo		\$102.49
			021416 9902 Ross		
			February Charges		
			001-000-210-521-10-31-04	Uniforms	\$20.00
				SQ*Calibre Press-Police-Book BLEA	
			Total 021416 9902 Ross		\$20.00
			Total EFT Payment 3/8/2016 12:21:36 PM - 2		\$3,747.68
			Total First Bankcard		\$3,747.68
			Good To Go!		\$3,747.68
			43295		
			TB-161277851		
			001-000-215-521-10-43-00	Lodging, Meals & Mileage VRF	\$2.75
				Police-Toll Charge-Chief Kiplinger	
			Total TB-161277851		\$2.75
			Total 43295		\$2.75
			Total Good To Go!		\$2.75
			Greater Maple Valley-Black Diamond Chamber of Commerce		\$2.75
			43296		
			9435		
			2016 - March - 2nd Council		
			Chamber Luncheon		
			001-000-110-511-60-43-00	Lodging, Meals and Mileage	\$40.00
				Council-Edelman, Deady	
			001-000-246-558-70-43-00	Lodging, Meals & Mileage	\$20.00
				MDRT-Williamson	
			Total 9435		\$60.00
			Total 43296		\$60.00
			Total Greater Maple Valley-Black Diamond Chamber of Commerce		\$60.00
			King Co Radio Comm Services		\$60.00
			43297		
			10746		
			2016 - March - 2nd Council		
			February Services		
			001-000-214-521-20-41-03	K/C 800 Mhz Radio Costs	\$1,326.01

Vendor	Number	Reference	Account Number	Description	Amount
	Total 43297	Total 10746		Police	\$1,326.01
Total King Co Radio Comm Services					\$1,326.01
KING COUNTY FINANCE	43298				\$1,326.01
			2016 - March - 2nd Council		
	30012375				
			March Services		\$43,963.38
			407-000-000-535-80-41-04	Metro Sewer Charges	\$43,963.38
Total KING COUNTY FINANCE	Total 43298	Total 30012375			\$43,963.38
King County Finance I-Net	43299				
			2016 - March - 2nd Council		
	11004356				
			February Services		\$375.00
			001-000-214-521-20-42-01	Police Comm KC I-Net	\$375.00
Total KING COUNTY Finance I-Net	Total 43299	Total 11004356			\$375.00
KING COUNTY TREASURER	43300				
			2016 - March - 2nd Council		
	013116 KCT				
			January Court		\$134.81
			633-000-000-586-00-00-01	Treasurers Trust Court	\$134.81
Total 013116 KCT	Total 013116 KCT				
022916 KCT					
			February Court		\$122.79
			633-000-000-586-00-00-01	Treasurers Trust Court	\$122.79
Total 022916 KCT	Total 022916 KCT				\$257.60
Total KING COUNTY TREASURER	Total 43300				\$257.60
Lab/Cor, Inc.	43301				
			2016 - March - 2nd Council		
	160131R01				
			402-000-003-594-34-63-06	Springs/Task 3- Engineering	\$400.00
			Public Works		\$400.00
Total 160131R01	Total 160131R01				\$400.00
Total Lab/Cor, Inc.	Total 43301				\$400.00

Vendor	Number	Reference	Account Number	Description	Amount
Legend Data Systems, Inc. 43302	Total 43302	110374	001-000-210-521-10-31-04	2016 - March - 2nd Council	
				Uniforms	\$25.52
				Police-Photo ID Printed Cards	
Total Legend Data Systems, Inc. Modular Space Corp 43303	Total 43303	501510358	001-000-248-518-20-45-01	2016 - March - 2nd Council	
				March Rental	
				MDRT-Bldg Rental-Modspace	\$1,958.06
Total Modular Space Corp Morris Law PC 43304	Total 43304	501510368	001-000-254-518-20-45-01	2016 - March - 2nd Council	
				March Rental	
				Facilities-Bldg Rental/Modspace	\$3,454.57
					\$3,454.57
					\$5,412.63
Total Morris Law PC	Total 43304	022916 ML	001-000-150-515-30-41-01	2016 - March - 2nd Council	
				February Services	
				Legal Services-General Govt	\$2,227.50
				Legal Svcs-Union Contracts	\$550.00
				Legal Costs-Public Disclosure	\$154.00
Total Morris Law PC	Total 022916 ML	022916 ML	001-000-150-515-30-41-17	MDRT Legal Services	\$374.00
				Legal Costs	\$495.00
				Jones Lake Proj Mgmt	\$330.00
				Legal Svcs	\$742.50
				70K Working Capital-Legal Costs	\$1,694.00
				Legal Costs	\$742.50
				Legal Costs	\$742.50
				Legal Costs	\$742.50
				Legal Costs	\$742.50
				Legal Costs	\$742.50
				Legal Costs	\$742.50
				Legal Costs	\$742.50
				Legal Costs	\$742.50
				Legal Costs	\$742.50
				Legal Costs	\$742.50

Vendor	Number	Reference	Account Number	Description	Amount
O'Brien, Barton, & Hopkins, PLLP					
	43305	49628	2016 - March - 2nd Council		
			February Services		
			001-000-151-515-91-41-00	Court Legal-Public Defender	\$2,500.00
		Total 49628			\$2,500.00
	Total 43305				\$2,500.00
Total O'Brien, Barton, & Hopkins, PLLP					
Office Products Nationwide					
	43306	829176-0	2016 - March - 2nd Council		
			February Purchases		
			001-000-120-512-50-31-00	Operating Supplies	\$151.21
		Total 829176-0			\$151.21
	Total 43306				\$151.21
Total Office Products Nationwide					
Platt Electric Supply					
	43307	1820816	2016 - March - 2nd Council		
			February Purchase		
			001-000-270-576-80-48-01	Parks Shrd Rep & Mtc Shops	\$0.85
			001-000-280-536-20-48-01	Ceme Shrd Mtc. & Rep. Shops	\$0.42
			101-000-000-543-50-48-00	Street Repair & Maint Shops	\$4.62
			401-000-000-534-80-48-01	Repair & Maint Shops	\$5.04
			407-000-000-535-80-48-01	Repair & Maint Shops	\$5.04
			410-000-000-531-10-48-02	Repair & Maint Shops	\$5.04
		Total 1820816			\$21.01
	Total 43307				\$21.01
Total Platt Electric Supply					
PMI Truck Bodies, Inc					
	43308	15708	2016 - March - 2nd Council		
			2016 - March - 2nd Council		
			001-000-270-576-80-48-03	Vehicle Mtc. & Repair	\$5.47
			PW Maint-Amber Beacon Light		
			001-000-280-536-20-48-03	Vehicle Maintenance & Repair	\$2.74
			PW Maint-Amber Beacon Light		
			101-000-000-543-33-48-03	Street Share-Vehicle & Eq Mtc Costs	\$30.08
			PW Maint-Amber Beacon Light		
			401-000-000-534-80-48-03	Vehicle Maintenance	\$32.82
			PW Maint-Amber Beacon Light		
			407-000-000-535-80-48-04	Vehicle Maintenance	\$32.82
			PW Maint-Amber Beacon Light		
			410-000-000-531-10-48-04	Vehicle Maintenance & Repair	\$32.82

Vendor	Number	Reference	Account Number	Description	Amount
		Total 9409247598			\$44.23
		9409619009	Police		
			February Services		
			001-000-120-512-50-49-04	Shredding Services	\$14.74
			001-000-180-518-90-49-04	Shredding Services	\$14.75
			001-000-210-521-10-49-05	Shredding Services	\$14.74
		Total 9409619009			\$44.23
					\$88.46
Total Shred-It USA	Total 43311				
Spillman Technologies, Inc	43312	32093	2016 - March - 2nd Council		
			Annual Maint Mar 1, 2016 to Feb 28, 2017		
			001-000-216-521-10-49-07	Spillman Records Maintenance	\$12,662.00
			Police		
Total 43312	Total 32093				\$12,662.00
Total Spillman Technologies, Inc					\$12,662.00
Summit Law Group	43313	77819	2016 - March - 2nd Council		
			January Services		
			001-000-150-515-30-41-01	Legal Services-General Govt	\$177.84
			General Labor		
			101-000-000-543-30-41-05	Legal Costs	\$37.05
			General Labor		
			401-000-000-534-80-41-04	Legal Svcs	\$51.87
			General Labor		
			407-000-000-535-80-41-09	Legal Costs	\$51.87
			General Labor		
			410-000-000-531-10-41-01	Legal Costs	\$51.87
			General Labor		
		Total 77819			\$370.50
		77820			
			January Services		
			101-000-000-543-30-41-05	Legal Costs	\$153.11
			Teamsters		
			401-000-000-534-80-41-04	Legal Svcs	\$153.13
			Teamsters		
			407-000-000-535-80-41-09	Legal Costs	\$153.13
			Teamsters		

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-531-10-41-01	Legal Costs	\$153.13
			Teamsters		
	Total 43313	Total 77820			\$612.50
	Total Summit Law Group				\$983.00
	U.S. Postal Service (Black Diamond)				\$983.00
	EFT Payment 3/8/2016 12:21:36 PM - 3		2016 - March - Month End Cks 3/31/16		
	030716 USPSBD				
			February Bulk Mailing		
			401-000-000-534-80-42-01	Postage	\$172.15
			407-000-000-535-80-42-01	Postage	\$172.15
			410-000-000-531-10-42-01	Postage	\$344.30
	Total 030716 USPSBD				\$688.60
	Total EFT Payment 3/8/2016 12:21:36 PM - 3				\$688.60
	Total U.S. Postal Service (Black Diamond)				\$688.60
	U.S. Postal Service (CMRS-FP)				
	EFT Payment 3/8/2016 12:21:36 PM - 4		2016 - March - Month End Cks 3/31/16		
	021816 USPSCMRS-FP				
			February 18 to March 1		
			001-000-180-518-90-42-00	Postage	\$200.00
	Total 021816 USPSCMRS-FP				\$200.00
	Total EFT Payment 3/8/2016 12:21:36 PM - 4				\$200.00
	Total U.S. Postal Service (CMRS-FP)				\$200.00
	US Bank Equipment Finance				
	43314		2016 - March - 2nd Council		
	299051342				
			Feb 20 to Mar 20, 2016 Services		
			001-000-210-521-10-45-00	Lease Payments - US Bank/Copier	\$193.03
			001-000-248-594-18-64-00	MDRT-Computer/Printer	\$193.03
			001-000-254-518-20-45-04	Facilities Copier Maint Lease	\$1,378.75
	Total 299051342				\$1,764.81
	Total 43314				\$1,764.81
	Total US Bank Equipment Finance				\$1,764.81
	Valley Communications				
	43315		2016 - March - 2nd Council		
	0016430				
			January Services		
			001-000-214-521-20-41-00	Valley Comm - Dispatch Service	\$19,816.88
			Police		
	Total 0016430				\$19,816.88
	Total 43315				\$19,816.88
	Total Valley Communications				\$19,816.88

Vendor	Number	Reference	Account Number	Description	Amount
VentTek International 43316	Total 43316	46119	001-000-270-576-80-41-02	2016 - March - 2nd Council	
				Monthly Subscription	\$90.00
				Venue Pay Station	\$90.00
					\$90.00
Total VentTek International Vision Municipal Solutions, LLC 43317	Total 43316	030816 VMS	401-000-000-534-80-49-03	2016 - March - 2nd Council	
				Training	\$31.25
				Deputy City Clerk-MJ Bohn	\$31.25
				Training	\$62.50
Total Vision Municipal Solutions, LLC Voice of The Valley 43318	Total 43317	Total 030816 VMS	407-000-000-535-80-49-02	2016 - March - 2nd Council	
				Deputy City Clerk-MJ Bohn	\$125.00
				Training	\$125.00
				Deputy City Clerk-MJ Bohn	\$125.00
Total Voice of The Valley Wa State Criminal Justice 43319	Total 43318	17895	410-000-000-531-10-49-02	2016 - March - 2nd Council	
				Advertising	\$228.00
				CD Planning-SEPA Notice	\$228.00
					\$228.00
Total Wa State Criminal Justice Washington State Department of Revenue EFT Payment 3/8/2016 12:21:36 PM - 5 032516 DOR	Total 43319	210025866	001-000-216-521-10-49-00	2016 - March - 2nd Council	
				Proficiency Training Program	\$1,100.00
				Police-Training-Martinez	\$1,100.00
					\$1,100.00
Total Washington State Department of Revenue EFT Payment 3/8/2016 12:21:36 PM - 5 032516 DOR	Total 43319	210025866	001-000-180-518-30-48-00	2016 - March - Month End Cks 3/31/16	
				Vehicle Maint & Repair	\$15.47
				Office Supplies City Hall	\$5.31
				Operating Supplies	\$109.72
Total February Excise Tax	Total 43319	210025866	001-000-210-521-10-31-00	2016 - March - Month End Cks 3/31/16	
				Portable Restroom Facility	\$0.78

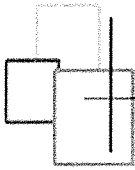
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Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Total EFT Payment 3/8/2016 12:21:36 PM - 5 Total Washington State Department of Revenue Washington State Treasurer 43320	Total 032516 DOR		001-000-280-536-20-31-00	Cemetery Office Supplies	\$0.20
			001-000-280-536-20-54-00	Cemetery Sales Excise Tax	\$5.25
			101-000-000-542-90-31-01	Operating Supplies	\$1.47
			401-000-000-534-80-31-01	Operating Supplies	\$2.45
			401-000-000-534-80-44-01	State of WA Utility Excise Tax	\$30.28
			401-000-000-534-80-44-01	State of WA Utility Excise Tax	\$551.66
			401-000-000-534-80-44-01	State of WA Utility Excise Tax	\$2,831.56
			407-000-000-535-80-35-00	Small Tools & Safety Equipment	\$2.45
			407-000-000-535-80-44-01	State of WA Excise Tax	\$4.32
			407-000-000-535-80-44-01	State of WA Excise Tax	\$749.77
			410-000-008-595-40-63-01	DOE 14/15 Grant Exp	\$2.45
	Total 032516 DOR				\$4,313.14
	Total EFT Payment 3/8/2016 12:21:36 PM - 5				\$4,313.14
	Total Washington State Department of Revenue				\$4,313.14
	Washington State Treasurer				\$4,313.14
Total Washington State Treasurer Washington State University-Conference Management 43281	Total 43320		022916 WST	2016 - March - 2nd Council	
			February Court Remittance		
			633-000-000-586-00-00-01	Treasurers Trust Court	\$9,404.75
	Total 022916 WST				\$9,404.75
	Total 43320				\$9,404.75
	Total Washington State Treasurer				\$9,404.75
	Washington State University-Conference Management				\$9,404.75
	43281				\$9,404.75
	030416 WSU-CM				
			June 5-10, 2016		
Total Washington State University-Conference Management WSEMA 43321			001-000-137-514-21-43-00	Lodging, Meals & Mileage	\$525.00
			001-000-137-514-21-43-00	NCI Conference-MJ Bohn	
			001-000-137-514-21-49-01	Workshops and Training	\$600.00
			NCI Conference-MJ Bohn		
	Total 030416 WSU-CM				\$1,125.00
	Total 43281				\$1,125.00
	Total Washington State University-Conference Management				\$1,125.00
	WSEMA				\$1,125.00
	43321				\$1,125.00
	022916				
Total WSEMA Grand Total			Annual Dues		\$75.00
			001-000-191-525-60-49-02	Emergency Mgm Dues	
			Facilities-Esping		
	Total 022916				\$75.00
	Total 43321				\$75.00
	Total WSEMA				\$75.00
	Grand Total				\$75.00
	Vendor Count		47		\$177,543.18



Register

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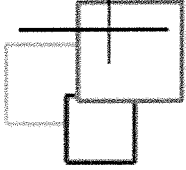
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Check Period: 2016 - March - Pre-Council March 2nd Council, 2016 - March - Month End Cks 3/31/16, 2016 - March - 2nd Council

Number	Name	Print Date	Amount
Columbia Bank	390562401		
Check			
<u>43280</u>	Bud Clary Chevrolet	3/4/2016	\$32,911.19
<u>43281</u>	Washington State University-Conference Management	3/4/2016	\$1,125.00
<u>43282</u>	ADT Security Services (PA)	3/17/2016	\$210.75
<u>43283</u>	AHBL, Inc.	3/17/2016	\$6,860.00
<u>43284</u>	American Planning Assoc.	3/17/2016	\$483.00
<u>43285</u>	Black Diamond Auto Parts	3/17/2016	\$223.65
<u>43286</u>	Blumenthal Uniforms & Equipment	3/17/2016	\$109.49
<u>43287</u>	Brown's Automotive Inc.	3/17/2016	\$31.22
<u>43288</u>	CenturyLink (AZ)	3/17/2016	\$29.57
<u>43289</u>	CenturyLink (WA)	3/17/2016	\$917.25
<u>43290</u>	City of Black Diamond	3/17/2016	\$1,523.40
<u>43291</u>	City of Covington	3/17/2016	\$1,494.75
<u>43292</u>	City of Enumclaw	3/17/2016	\$600.00
<u>43293</u>	Comcast (34744)	3/17/2016	\$547.45
<u>43294</u>	DKS Associates	3/17/2016	\$10,000.00
<u>43295</u>	Good To Go!	3/17/2016	\$2.75
<u>43296</u>	Greater Maple Valley-Black Diamond Chamber of Commerce	3/17/2016	\$60.00
<u>43297</u>	King Co Radio Comm Services	3/17/2016	\$1,326.01
<u>43298</u>	KING COUNTY FINANCE	3/17/2016	\$43,963.38
<u>43299</u>	King County Finance I-Net	3/17/2016	\$375.00
<u>43300</u>	KING COUNTY TREASURER	3/17/2016	\$257.60
<u>43301</u>	Lab/Cor, Inc.	3/17/2016	\$400.00
<u>43302</u>	Legend Data Systems, Inc.	3/17/2016	\$25.52
<u>43303</u>	Modular Space Corp	3/17/2016	\$5,412.63
<u>43304</u>	Morris Law PC	3/17/2016	\$8,052.00
<u>43305</u>	O'Brien, Barton, & Hopkins, PLLP	3/17/2016	\$2,500.00
<u>43306</u>	Office Products Nationwide	3/17/2016	\$151.21
<u>43307</u>	Platt Electric Supply	3/17/2016	\$21.01
<u>43308</u>	PMI Truck Bodies, Inc	3/17/2016	\$136.75
<u>43309</u>	RH2 Engineering Inc.	3/17/2016	\$712.28
<u>43310</u>	Severson's Building Maint	3/17/2016	\$1,550.00
<u>43311</u>	Shred-It USA	3/17/2016	\$88.46
<u>43312</u>	Spillman Technologies, Inc	3/17/2016	\$12,662.00
<u>43313</u>	Summit Law Group	3/17/2016	\$983.00
<u>43314</u>	US Bank Equipment Finance	3/17/2016	\$1,764.81
<u>43315</u>	Valley Communications	3/17/2016	\$19,816.88

<u>43316</u>	VenTek International	3/17/2016	\$90.00
<u>43317</u>	Vision Municipal Solutions, LLC	3/17/2016	\$125.00
<u>43318</u>	Voice of The Valley	3/17/2016	\$228.00
<u>43319</u>	Wa State Criminal Justice	3/17/2016	\$1,100.00
<u>43320</u>	Washington State Treasurer	3/17/2016	\$9,404.75
<u>43321</u>	WSEMA	3/17/2016	\$75.00
<u>EFT Payment 3/8/2016</u>	Dept of Licensing-Firearms Online	3/31/2016	\$243.00
<u>EFT Payment 3/8/2016</u>	First Bankcard	3/31/2016	\$3,747.68
<u>EFT Payment 3/8/2016</u>	U.S. Postal Service (Black Diamond)	3/31/2016	\$688.60
<u>EFT Payment 3/8/2016</u>	U.S. Postal Service (CMRS-FP)	3/31/2016	\$200.00
<u>EFT Payment 3/8/2016</u>	Washington State Department of Revenue	3/31/2016	\$4,313.14
Total			\$177,543.18

Voucher Directory



Vendor	Number	Reference	Account Number	Description	Amount
ADT Security Services (PA)					
	43282				
		022316	10514885	2016 - March - 2nd Council	
			March 1 to May 31, 2016 Services		
			001-000-254-518-20-49-00	Facilities Security	\$162.17
		Total 022316	10514885		\$162.17
		022316	202512470		
			March 12 to April 11, 2016 Services		
			001-000-248-518-20-49-02	MDRT Bldg Security Costs	\$19.43
			001-000-254-518-20-49-00	Facilities Security	\$29.15
		Total 022316	202512470		\$48.58
					\$210.75
					\$210.75
Total ADT Security Services (PA)					
AHBL, Inc.	43283				
		97231		2016 - March - 2nd Council	
			December 26, 2015 to January 25, 2016		
			001-000-240-558-60-41-06	Prof Svs-Gen Gvt Planner	\$6,300.00
		Total 97231			\$6,300.00
		97241			
			December 26, 2015 to January 25, 2016		
			310-000-025-558-60-41-00	Comp Plan Update-Prof Svs	\$560.00
		Total 97241			\$560.00
					\$6,860.00
					\$6,860.00
Total AHBL, Inc.					
American Planning Assoc.	43284				
		180852-1613		2016 - March - 2nd Council	
			001-000-240-558-60-49-02	Membership	\$483.00
				Annual Membership-Kincaid	\$483.00
		Total 180852-1613			\$483.00
					\$483.00
Total American Planning Assoc.					

Vendor	Number	Reference	Account Number	Description	Amount
Black Diamond Auto Parts					
	43285				
	408791		2016 - March - 2nd Council		
			February Purchase		
			001-000-270-576-80-48-03	Vehicle Mtc. & Repair	\$8.60
			PW Utilities-Oil Filters, Brass Fittings		
			001-000-280-536-20-48-03	Vehicle Maintenance & Repair	\$4.30
			PW Utilities-Oil Filters, Brass Fittings		
			101-000-000-543-33-48-03	Street Share-Vehicle & Eq Mtc Costs	\$47.30
			PW Utilities-Oil Filters, Brass Fittings		
			401-000-000-534-80-48-03	Vehicle Maintenance	\$51.59
			407000000535804804		
			407-000-000-535-80-48-04	Vehicle Maintenance	\$51.59
			PW Utilities-Oil Filters, Brass Fittings		
			410-000-000-531-10-48-04	Vehicle Maintenance & Repair	\$51.59
			PW Utilities-Oil Filters, Brass Fittings		
			Total 408791		\$214.97
	408831				
			February Purchase		
			001-000-210-521-10-48-01	Vehicle Maintenance & Repair	\$8.68
			Police-Bulb for Police Vehicle		
			Total 408831		\$8.68
			Total 43285		\$223.65
			Total Black Diamond Auto Parts		\$223.65
			Blumenthal Uniforms & Equipment		
	43286				
			004878342	2016 - March - 2nd Council	
			001-000-210-521-10-31-04	Uniforms	\$109.49
			Police-Covert Assault Pack		
			Total 004878342		\$109.49
			Total 43286		\$109.49
			Total Blumenthal Uniforms & Equipment		\$109.49
			Brown's Automotive Inc.		
	43287				
			5607	2016 - March - 2nd Council	
			001-000-210-521-10-48-01	Vehicle Maintenance & Repair	\$31.22
			Total 5607		\$31.22
			Total 43287		\$31.22
			Total Brown's Automotive Inc.		\$31.22
			Bud Clary Chevrolet		
	43280			2016 - March - Pre-Council March 2nd Council	
			5735	4-Wheel Drive Truck	\$32,911.19

Vendor	Number	Reference	Account Number	Description	Amount
2016 3500 Chevy Pick Up					
Total 5735					
Total 43280					\$32,911.19
Total Bud Clary Chevrolet					\$32,911.19
CenturyLink (AZ)	43288				\$32,911.19
2016 - March - 2nd Council					
1366448366 CL					
February Services					
001-000-254-518-20-42-00				Facilities-Communication	\$29.57
City Hall					
Total 1366448366 CL					
Total 43288					\$29.57
Total CenturyLink (AZ)					\$29.57
CenturyLink (WA)	43289				\$29.57
2016 - March - 2nd Council					
022016 360 886 7235					
Jan 23 to Feb 02, 2016 Services					
001-000-120-512-50-42-00				Telephone/DSL	\$44.96
001-000-214-521-20-42-00				Police Telephone/DSL/Air Cards	\$298.86
001-000-270-576-80-42-00				Telephone/DSL/Radios	\$4.81
Parks					
001-000-280-536-20-42-00				Telephone, DSL & Radios	\$2.40
Cemetery					
101-000-000-542-90-42-01				Telephone/DSL/Radios	\$26.44
Street					
401-000-000-534-80-42-00				Telephone/DSL/Radios	\$265.09
401-000-000-534-80-42-00				Telephone/DSL/Radios	\$28.84
Water					
407-000-000-535-80-42-00				Telephone/DSL/Radios	\$188.17
407-000-000-535-80-42-00				Telephone/DSL/Radios	\$28.84
Sewer					
410-000-000-531-10-42-00				Telephone/DSL/Radios	\$28.84
Drainage					
Total 022016 360 886 7235					
Total 43289					\$917.25
Total CenturyLink (WA)					\$917.25
City of Black Diamond	43290				\$917.25
2016 - March - 2nd Council					
022916 COBD					
February Services					
001-000-212-521-50-47-01				Water	\$200.28

Vendor	Number	Reference	Account Number	Description	Amount
	001-000-212-521-50-47-02		Police-Water	Sewer	\$62.26
	001-000-212-521-50-47-03		Police-Sewer	Stormwater	\$80.00
	001-000-248-518-20-47-01		Police-Storm	MDRT BD Wtr, Swr, Storm	\$75.78
	001-000-254-518-20-47-00		City Hall - MDRT	Facilities-Utilities	\$113.66
	001-000-270-575-30-47-01		City Hall	Museum Water/Sewer/Storm	\$32.00
	001-000-270-575-30-47-01		Museum-Storm	Museum Water/Sewer/Storm	\$99.68
	001-000-270-575-51-47-01		Museum-Water, Sewer	Gym-Stormwater	\$32.00
	001-000-270-575-51-47-02		Gym-Water	Gym-Sewer	\$44.42
	001-000-270-575-51-47-03		Gym-Sewer	Gym-Water	\$62.26
	001-000-270-576-80-47-01		Gym-Storm	Water	\$35.63
	001-000-270-576-80-47-01		Eagle Creek-Water	Water	\$35.63
	001-000-270-576-80-47-01		Coal Car-Water	Water	\$3.31
	001-000-270-576-80-47-02		Parks Water	Sewer	\$4.98
	001-000-270-576-80-47-03		Parks	Stormwater	\$96.00
	001-000-270-576-80-47-03		Boat Launch-Storm	Stormwater	\$11.52
	001-000-280-536-20-47-01		Cemetery-Water	Water	\$35.63
	001-000-280-536-20-47-01		Cemetery	Water	\$0.83
	001-000-280-536-20-47-02		Cemetery	Sewer	\$1.25
	001-000-280-536-20-47-03		Cemetery	Stormwater	\$2.88
	001-000-530-522-10-47-01		Fire Dept-Water	Water	\$36.68
	001-000-530-522-10-47-02		Fire Dept-Sewer	Sewer	\$62.26

Vendor	Number	Reference	Account Number	Description	Amount
Total City of Black Diamond City of Covington	43291	Total 43290	001-000-530-522-10-47-03	Stormwater	\$40.00
			Fire Dept-Storm		
			101-000-000-543-31-47-01	Water	\$6.20
			Street Water		
			101-000-000-543-31-47-01	Water	\$35.63
			Railroad Ave Irrg.		
			101-000-000-543-31-47-02	Sewer	\$9.34
			Street		
			101-000-000-543-31-47-03	Stormwater	\$21.60
			Street		
			401-000-000-534-80-47-01	Water	\$10.32
			Water		
			401-000-000-534-80-47-02	Sewer	\$15.55
			Water		
			401-000-000-534-80-47-03	Stormwater	\$36.00
			Water		
			407-000-000-535-80-47-01	Water	\$10.34
			Sewer		
			407-000-000-535-80-47-02	Sewer	\$15.57
			Sewer		
407-000-000-535-80-47-03	Stormwater	\$96.00			
Sewer Lagoon-Storm					
407-000-000-535-80-47-03	Stormwater	\$36.00			
Sewer					
410-000-000-531-10-47-01	Water	\$10.34			
Drainage					
410-000-000-531-10-47-02	Sewer	\$15.57			
Drainage					
410-000-000-531-10-47-03	Stormwater	\$36.00			
Drainage					
Total 022916 COBD					\$1,523.40
Total 43290					\$1,523.40
Total City of Black Diamond					\$1,523.40
City of Covington					
43291					
68625					
2016 - March - 2nd Council					
January Services					
001-000-240-558-51-41-03					\$801.00
001-000-240-558-51-41-06					\$693.75
Total 68625					\$1,494.75
Total 43291					\$1,494.75
Total City of Covington					\$1,494.75

Vendor	Number	Reference	Account Number	Description	Amount
City of Enumclaw	43292				
		04654		2016 - March - 2nd Council	
			February Jail Services		
			001-000-211-523-60-49-00	Jail Costs	\$600.00
				10 Days at 60.00 Per Day	
		Total 04654			\$600.00
Total City of Enumclaw	Total 43292				\$600.00
Comcast (34744)	43293				\$600.00
				2016 - March - 2nd Council	
		022316 8498 34 014 0106156		Feb 26 to Mar 24, 2016 Service	
			001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$95.00
		Total 022316 8498 34 014 0106156			\$95.00
		022316 8498 34 014 0122286			
			Feb 22 to Mar 21, 2016 Service		
			001-000-120-512-50-42-00	Telephone/DSL	\$221.31
		Total 022316 8498 34 014 0122286			\$221.31
		022616 8498 34 014 0125628			
			Mar 05 to Apr 4, 2016 Services		
			001-000-254-518-20-42-00	Facilities-Communication	\$231.14
				City Hall Internet	
		Total 022616 8498 34 014 0125628			\$231.14
Total Comcast (34744)	Total 43293				\$547.45
Dept of Licensing-Firearms Online					\$547.45
				2016 - March - Month End Cks 3/31/16	
		EFT Payment 3/8/2016 12:21:36 PM - 1			
		BD59-64			
			February 24		
			633-000-000-386-11-00-00	Gun Permits to DOL	\$111.00
		Total BD59-64			\$111.00
		BD65-71			
			February 26		
			633-000-000-386-11-00-00	Gun Permits to DOL	\$132.00
		Total BD65-71			\$132.00
		Total EFT Payment 3/8/2016 12:21:36 PM - 1			\$243.00
Total Dept of Licensing-Firearms Online					\$243.00
DKS Associates					
	43294				
		0059886		2016 - March - 2nd Council	
			July 1, 2015 to August 28, 2015 Services		
			310-000-025-558-60-41-00	Comp Plan Update-Prof Svcs	\$10,000.00

Vendor	Number	Reference	Account Number	Description	Amount
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Total 0059886

Total 43294
Total DKS Associates
First Bankcard

EFT Payment 3/8/2016 12:21:36 PM - 2 2016 - March - Month End Cks 3/31/16
021416 1117 Esping

February Charges

001-000-180-518-50-48-03	Vehicle Repairs & Maintenance	\$179.88
001-000-180-518-90-31-00	Fliters Now, LLC-12 Heppa Air Filters for Central Services Buildings	\$25.16
001-000-180-518-90-31-00	Office Supplies City Hall	\$175.19
001-000-180-518-90-31-00	Harbor Frieght-Flashlight, Bit Set	\$59.83
001-000-180-518-90-31-00	Office Supplies City Hall	\$21.89
001-000-181-518-30-31-00	Guitar Center-Recorder	\$87.59
001-000-181-518-30-31-04	VF Outlet-Facilities Uniform	\$0.49
001-000-181-518-30-31-04	Uniforms	\$1.29
001-000-181-518-30-31-04	Harbor Frieght-Facilities Uniform	\$9.10
001-000-181-518-30-31-04	Uniforms	\$4.29
001-000-270-576-80-31-01	Road Runner Sports-Facilites Uniform	\$4.71
001-000-270-576-80-31-01	Parks Office Supplies	\$0.00
001-000-270-576-80-31-01	Harbor Freight-Tools	\$2.28
001-000-270-576-80-31-01	Parks Office Supplies	\$1.07
001-000-270-576-80-31-01	Harbor Freight-Tools	\$0.12
001-000-270-576-80-31-01	Parks Office Supplies	\$1.18
001-000-270-576-80-31-01	Harbor Freight-Tools	
001-000-270-576-80-31-01	Parks Office Supplies	
001-000-270-576-80-31-01	Northern Safety-First Aid Supplies	
001-000-270-576-80-31-01	Parks Office Supplies	
001-000-270-576-80-31-01	Harbor Frieght-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure	
001-000-270-576-80-31-01	Parks Office Supplies	
001-000-270-576-80-31-01	Northern Safety-First Aid Supplies	
001-000-270-576-80-31-01	Parks Office Supplies	
001-000-280-536-20-31-00	Harbor Frieght-First Aid Supplies	
001-000-280-536-20-31-00	Cemetery Office Supplies	
001-000-280-536-20-31-00	Northern Safety-First Aid Supplies	
001-000-280-536-20-31-00	Cemetery Office Supplies	
001-000-280-536-20-31-00	Harbor Frieght-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure	
001-000-280-536-20-31-00	Cemetery Office Supplies	
001-000-280-536-20-31-00	Harbor Freight-Tools	
001-000-280-536-20-31-00	Cemetery Office Supplies	
001-000-280-536-20-31-00	Harbor Frieght-First Aid Supplies	

Vendor	Number	Reference	Account Number	Description	Amount
	001-000-280-536-20-31-00			Cemetery Office Supplies	\$0.32
			Harbor Freight-Tools		
	101-000-000-542-90-31-00			Office Supplies	\$8.04
			Harbor Freight-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure		
	101-000-000-542-90-31-00			Office Supplies	\$17.08
			Northern Safety-First Aid Supplies		
	101-000-000-542-90-31-00			Office Supplies	\$8.83
			Harbor Freight-First Aid Supplies		
	101-000-000-543-33-48-03			Street Share-Vehicle & Eq Mtc Costs	\$17.56
			Harbor Freight-Car Wash Cleaner		
	101-000-000-543-33-48-03			Street Share-Vehicle & Eq Mtc Costs	\$0.92
			Harbor Freight-Tools		
	101-000-000-543-33-48-03			Street Share-Vehicle & Eq Mtc Costs	\$2.42
			Harbor Freight-Tools		
	310-000-002-594-18-62-00			Council Chamber & Police & Court Bldg	\$34.67
			Amazon.com-Audio Cords		
	401-000-000-534-80-31-01			Operating Supplies	\$13.40
			Harbor Freight-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure		
	401-000-000-534-80-31-01			Operating Supplies	\$1.52
			Harbor Freight-Tools		
	401-000-000-534-80-31-01			Operating Supplies	\$14.72
			Harbor Freight-First Aid Supplies		
	401-000-000-534-80-31-01			Operating Supplies	\$4.04
			Harbor Freight-Tools		
	401-000-000-534-80-31-01			Operating Supplies	\$28.45
			Northern Safety-First Aid Supplies		
	407-000-000-535-80-31-01			Operating Supplies	\$1.53
			Harbor Freight-Tools		
	407-000-000-535-80-31-01			Operating Supplies	\$14.72
			Harbor Freight-First Aid Supplies		
	407-000-000-535-80-31-01			Operating Supplies	\$28.45
			Northern Safety-First Aid Supplies		
	407-000-000-535-80-31-01			Operating Supplies	\$4.04
			Harbor Freight-Tools		
	407-000-000-535-80-31-01			Operating Supplies	\$13.40
			Harbor Freight-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure		
	410-000-000-531-10-31-01			Stormwater Operating Supplies	\$4.04
			Harbor Freight-Tools		
	410-000-000-531-10-31-01			Stormwater Operating Supplies	\$14.72
			Harbor Freight-First Aid Supplies		
	410-000-000-531-10-31-01			Stormwater Operating Supplies	\$28.45
			Northern Safety-First Aid Supplies		
	410-000-000-531-10-31-01			Stormwater Operating Supplies	\$1.53
			Harbor Freight-Tools		

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-531-10-31-01	Stormwater Operating Supplies	\$13.40
			Harbor Freight-Lifting Cling, Hook/Loop Cable, Doorbell, Tape Measure		
			510-000-300-594-21-31-00	Surplus Costs Police	\$49.42
			Harbor Freight-Cleaner, Zip Ties, Brake Parts Cleaner		
			Total 021416 1117 Esping		\$899.74
			021416 1875 Kincaid		
			February Charges		
			001-000-240-558-51-43-01	Lodging, Meals & Mileage	\$28.56
			Black Diamond Bakery-CD-Refreshments for Dept of Commerce Meeting		
			001-000-240-558-51-43-01	Lodging, Meals & Mileage	\$14.09
			Benjarong Thai-CD-Meal for Conference Meeting-Kincaid		
			001-000-240-558-60-49-00	Miscellaneous	\$14.08
			Benjarong Thai-CD-Meal for Conference Meeting-Obrecht, and Hearing Examiner		
			Total 021416 1875 Kincaid		\$56.73
			021416 2292 Kiplinger		
			February Charges		
			001-000-180-518-10-49-05	Recognition Awards	\$50.00
			Gino's Bistro--Police-Gift Card for Award		
			001-000-210-521-10-31-00	Operating Supplies	\$38.00
			Cellular Connection-Police-Car Phone Charger		
			001-000-210-521-10-49-01	Training	\$77.25
			WSU Conf Mgmt-Police-FBI-NA Training		
			001-000-216-521-10-31-01	Costs Assoc w/Police Recognition	\$6.94
			Fred Meyer-Police-Frame for Award		
			Total 021416 2292 Kiplinger		\$172.19
			021416 4013 Metcalf		
			February Charges		
			001-000-120-512-50-42-03	Postage	\$49.00
			USPS Black Diamond-Postage		
			001-000-120-512-50-42-03	Postage	\$3.72
			USPS Black Diamond-Postage		
			Total 021416 4013 Metcalf		\$52.72
			021416 4138 Lynch		
			February Charges		
			001-000-216-521-10-43-00	Lodging, Meals & Mileage	\$5.00
			Seattle Park-Police-Parking in Seattle		
			Total 021416 4138 Lynch		\$5.00
			021416 4360 Martinez		
			February Charges		
			001-000-110-511-60-41-00	Professional Services	\$45.00
			Paypal-Council-SCA Networking Dinner- Deady		
			001-000-110-511-60-43-00	Lodging, Meals and Mileage	\$45.00
			Paypal-Council-SCA Networking Dinner-Edelman		

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-130-513-10-43-00	Lodging, Meals & Mileage	\$45.00
			Paypal-Mayor-SCA Networking Dinner-Benson		
			001-000-137-514-21-49-01	Workshops and Training	\$425.00
			Paypal- Clerk-WMCA 2016 Conference Registration		
			001-000-145-518-80-48-00	Repairs and Maintenance	\$174.85
			Web.com-Annual Web Hosting		
			Total 021416 4360 Martinez		\$734.85
			021416 4829 Martinez		
			February Charges		
			001-000-210-521-10-35-01	DUI Rec Costs/Equip Purchased	\$61.76
			Barcodes, Inc-Scanner Codes		
			001-000-210-521-10-49-01	Training	\$77.25
			FBI NA-FBI Training		
			Total 021416 4829 Martinez		\$139.01
			021416 5176 Benson		
			February Charges		
			001-000-180-518-10-49-04	Retreat-Travel & Training	\$27.32
			Brad Worthley Int'l-Educational Tapes for Staff Development		
			Total 021416 5176 Benson		\$27.32
			021416 5176 Redd		
			February Charges		
			001-000-246-558-70-43-00	Lodging, Meals & Mileage	\$19.41
			Safeway-Refreshments for MDRT Meeting		
			001-000-246-558-70-49-00	Miscellaneous	\$16.88
			Fred Meyer-Refreshments for Meeting with Goodfellow		
			Total 021416 5176 Redd		\$36.29
			021416 7567 Macdonald		
			February Charges		
			001-000-210-521-10-35-00	Firearms Program	\$1,275.84
			Optics Planet Online-Police-3 Aim Point Rifle Optics		
			Total 021416 7567 Macdonald		\$1,275.84
			021416 8513 Williamson		
			February Charges		
			001-000-246-558-70-32-00	Fuel	\$40.55
			Cenex-Fuel for MDRT		
			001-000-246-558-70-43-00	Lodging, Meals & Mileage	\$30.00
			MOD Pizza-MDRT Fill & Grade Meeting with Staff		
			001-000-246-558-70-49-00	Miscellaneous	\$103.16
			Washington Work Wear-Supply/Uniform Boots for Bob Bain		
			Total 021416 8513 Williamson		\$173.71
			021416 9074 McGraw		
			February Charges		
			001-000-214-521-20-42-03	Police Postage	\$12.71
			USPS Black Diamond-Postage		

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-214-521-20-42-03	Police Postage	\$13.60
			USPS Black Diamond-Postage		
			001-000-214-521-20-42-03	Police Postage	\$7.43
			USPS Black Diamond-Postage		
			001-000-214-521-20-42-03	Police Postage	\$18.05
			USPS Black Diamond-Postage		
			001-000-214-521-20-42-03	Police Postage	\$51.79
			USPS Black Diamond-Postage		
			Total 021416 9074 McGraw		
			021416 9871 Del Santo		
			February Charges		
			402-000-000-594-34-63-12	70K Working Capital -WSFFA other costs	\$102.49
			The Home Depot-MPA Testing of Air Shaft		
			Total 021416 9871 Del Santo		
			021416 9902 Ross		\$102.49
			February Charges		
			001-000-210-521-10-31-04	Uniforms	\$20.00
			SQ*Calibre Press-Police-Book BLEA		
			Total 021416 9902 Ross		\$20.00
			Total EFT Payment 3/8/2016 12:21:36 PM - 2		\$3,747.68
			Total First Bankcard		\$3,747.68
			Good To Go!		
			43295		
			TB-161277851		
			2016 - March - 2nd Council		
			001-000-215-521-10-43-00	Lodging, Meals & Mileage VRF	\$2.75
			Police-Toll Charge-Chief Kiplinger		
			Total TB-161277851		\$2.75
			Total 43295		\$2.75
			Total Good To Go!		\$2.75
			Greater Maple Valley-Black Diamond Chamber of Commerce		
			43296		
			2016 - March - 2nd Council		
			9435		
			Chamber Luncheon		
			001-000-110-511-60-43-00	Lodging, Meals and Mileage	\$40.00
			Council-Edelman, Deady		
			001-000-246-558-70-43-00	Lodging, Meals & Mileage	\$20.00
			MDRT-Williamson		
			Total 9435		\$60.00
			Total 43296		\$60.00
			Total Greater Maple Valley-Black Diamond Chamber of Commerce		\$60.00
			King Co Radio Comm Services		
			43297		
			2016 - March - 2nd Council		
			10746		
			February Services		
			001-000-214-521-20-41-03	K/C 800 Mhz Radio Costs	\$1,326.01

Vendor	Number	Reference	Account Number	Description	Amount
Legend Data Systems, Inc. 43302		110374		2016 - March - 2nd Council	
			001-000-210-521-10-31-04	Uniforms	\$25.52
				Police-Photo ID Printed Cards	
		Total 110374			
	Total 43302				
	Total Legend Data Systems, Inc.				
	Modular Space Corp				
	43303				
		501510358		2016 - March - 2nd Council	
			March Rental		
			001-000-248-518-20-45-01	MDRT-Bldg Rental-Modspace	\$1,958.06
		Total 501510358			\$1,958.06
		501510368			
			March Rental		
			001-000-254-518-20-45-01	Facilities-Bldg Rental/Modspace	\$3,454.57
		Total 501510368			\$3,454.57
	Total 43303				\$5,412.63
	Total Modular Space Corp				\$5,412.63
	Morris Law PC				
	43304				
		022916 ML		2016 - March - 2nd Council	
			February Services		
			001-000-150-515-30-41-01	Legal Services-General Govt	\$2,227.50
			001-000-150-515-30-41-08	Legal Svcs-Union Contracts	\$550.00
			001-000-150-515-30-41-17	Legal Costs-Public Disclosure	\$154.00
			001-000-257-558-70-41-00	MDRT Legal Services	\$374.00
			101-000-000-543-30-41-05	Legal Costs	\$495.00
			320-000-023-595-30-63-01	Jones Lake Proj Mgmt	\$330.00
			401-000-000-534-80-41-04	Legal Svcs	\$742.50
			402-000-000-594-34-63-11	70K Working Capital-Legal Costs	\$1,694.00
			407-000-000-535-80-41-09	Legal Costs	\$742.50
			410-000-000-531-10-41-01	Legal Costs	\$742.50
		Total 022916 ML			\$8,052.00
	Total 43304				\$8,052.00
	Total Morris Law PC				\$8,052.00

Vendor	Number	Reference	Account Number	Description	Amount	
O'Brien, Barton, & Hopkins, PLLP 43305	49628	Total 43305	2016 - March - 2nd Council			
			February Services			
	Total 49628	Total O'Brien, Barton, & Hopkins, PLLP Office Products Nationwide 43306	001-000-151-515-91-41-00	Court Legal-Public Defender	\$2,500.00	
					\$2,500.00	
					\$2,500.00	
	829176-0		2016 - March - 2nd Council			
			February Purchases			
			001-000-120-512-50-31-00	Operating Supplies	\$151.21	
	Total 829176-0				\$151.21	
					\$151.21	
Total Office Products Nationwide Platt Electric Supply 43307	1820816	Total 43306	2016 - March - 2nd Council			
			February Purchase			
	Total 1820816		001-000-270-576-80-48-01	Parks Shrd Rep & Mtc Shops	\$0.85	
			001-000-280-536-20-48-01	Ceme Shrd Mtc. & Rep. Shops	\$0.42	
			101-000-000-543-50-48-00	Street Repair & Maint Shops	\$4.62	
			401-000-000-534-80-48-01	Repair & Maint Shops	\$5.04	
			407-000-000-535-80-48-01	Repair & Maint Shops	\$5.04	
			410-000-000-531-10-48-02	Repair & Maint Shops	\$5.04	
					\$21.01	
					\$21.01	
Total Platt Electric Supply PMI Truck Bodies, Inc 43308	15708	Total 43307	2016 - March - 2nd Council			
			001-000-270-576-80-48-03	Vehicle Mtc. & Repair	\$5.47	
	Total 15708		PW Maint-Amber Beacon Light			
			001-000-280-536-20-48-03	Vehicle Maintenance & Repair	\$2.74	
			PW Maint-Amber Beacon Light			
			101-000-000-543-33-48-03	Street Share-Vehicle & Eq Mtc Costs	\$30.08	
			PW Maint-Amber Beacon Light			
			401-000-000-534-80-48-03	Vehicle Maintenance	\$32.82	
			PW Maint-Amber Beacon Light			
			407-000-000-535-80-48-04	Vehicle Maintenance	\$32.82	
			PW Maint-Amber Beacon Light			
			410-000-000-531-10-48-04	Vehicle Maintenance & Repair	\$32.82	

Vendor	Number	Reference	Account Number	Description	Amount
Total PMI Truck Bodies, Inc RH2 Engineering Inc. 43309	Total 43308	Total 15708		PW Maint-Amber Beacon Light	\$136.75
					\$136.75
					\$136.75
Total RH2 Engineering Inc. Severson's Building Maint 43310	Total 43309	64545	2016 - March - 2nd Council		
				February Services	
				402-000-003-594-34-63-06 Springs/Task 3- Engineering	\$712.28
				PW-On Call Services	
Total 43309	Total 64545	Total 64545	2016 - March - 2nd Council		\$712.28
					\$712.28
					\$712.28
					\$712.28
Total 43310	581271	581271	2016 - March - 2nd Council		
				February Services	
				001-000-254-518-20-49-01 Facilities Building Custodial	\$150.00
				Gym	
Total 581271	581272	Total 581272	2016 - March - 2nd Council		\$150.00
Total 581272	581273	Total 581273	2016 - March - 2nd Council		\$540.00
				February Services	
				001-000-248-518-20-49-01 MDRT Bldg Custodial Costs	\$360.00
				001-000-254-518-20-49-01 Facilities Building Custodial	\$900.00
Total 581273	Total 581273	Total 581273	2016 - March - 2nd Council		\$500.00
				February Services	
				001-000-212-521-50-41-03 Police Custodial Cost	\$500.00
					\$1,550.00
Total 581273	9409247598	9409247598	2016 - March - 2nd Council		\$1,550.00
Total 43311	43311	43311	2016 - March - 2nd Council		\$14.74
				February Services	
				001-000-120-512-50-49-04 Shredding Services	\$14.75
				Court	
Total 43311	43311	43311	2016 - March - 2nd Council		\$14.75
				February Services	
				001-000-180-518-90-49-04 Shredding Services	\$14.75
				City Hall	
Total 43311	43311	43311	2016 - March - 2nd Council		\$14.74
				February Services	
				001-000-210-521-10-49-05 Shredding Services	\$14.74

Vendor	Number	Reference	Account Number	Description	Amount
		Total 9409247598			\$44.23
		9409619009		Police	
			February Services		
			001-000-120-512-50-49-04	Shredding Services	\$14.74
			001-000-180-518-90-49-04	Shredding Services	\$14.75
			001-000-210-521-10-49-05	Shredding Services	\$14.74
		Total 9409619009			\$44.23
					\$88.46
					\$88.46
Total Shred-It USA	Total 43311				
Spillman Technologies, Inc	43312				
		32093		2016 - March - 2nd Council	
			Annual Maint Mar 1, 2016 to Feb 28, 2017		
			001-000-216-521-10-49-07	Spillman Records Maintenance	\$12,662.00
			Police		
		Total 32093			\$12,662.00
Total Spillman Technologies, Inc	Total 43312				\$12,662.00
Summit Law Group	43313				\$12,662.00
		77819		2016 - March - 2nd Council	
			January Services		
			001-000-150-515-30-41-01	Legal Services-General Govt	\$177.84
			General Labor		
			101-000-000-543-30-41-05	Legal Costs	\$37.05
			General Labor		
			401-000-000-534-80-41-04	Legal Svcs	\$51.87
			General Labor		
			407-000-000-535-80-41-09	Legal Costs	\$51.87
			General Labor		
			410-000-000-531-10-41-01	Legal Costs	\$51.87
			General Labor		
		Total 77819			\$370.50
		77820			
			January Services		
			101-000-000-543-30-41-05	Legal Costs	\$153.11
			Teamsters		
			401-000-000-534-80-41-04	Legal Svcs	\$153.13
			Teamsters		
			407-000-000-535-80-41-09	Legal Costs	\$153.13
			Teamsters		

Vendor	Number	Reference	Account Number	Description	Amount
VenTek International	43316				
	46119		2016 - March - 2nd Council		
			001-000-270-576-80-41-02	Venue Pay Station	\$90.00
				Monthly Subscription	
	Total 46119				
Total VenTek International	Total 43316				\$90.00
Vision Municipal Solutions, LLC	43317				\$90.00
	030816 VMS		2016 - March - 2nd Council		
			401-000-000-534-80-49-03	Training	\$31.25
				Deputy City Clerk-MJ Bohn	
			407-000-000-535-80-49-02	Training	\$31.25
				Deputy City Clerk-MJ Bohn	
			410-000-000-531-10-49-02	Training	\$62.50
				Deputy City Clerk-MJ Bohn	
	Total 030816 VMS				\$125.00
Total Vision Municipal Solutions, LLC	Total 43317				\$125.00
Voice of The Valley	43318				\$125.00
	17895		2016 - March - 2nd Council		
			001-000-240-558-60-41-75	Advertising	\$228.00
				CD Planning-SEPA Notice	
	Total 17895				\$228.00
Total Voice of The Valley	Total 43318				\$228.00
Wa State Criminal Justice	43319				\$228.00
	210025866		2016 - March - 2nd Council		
			001-000-216-521-10-49-00	Proficiency Training Program	\$1,100.00
				Police-Training-Martinez	
	Total 210025866				\$1,100.00
Total Wa State Criminal Justice	Total 43319				\$1,100.00
Washington State Department of Revenue			2016 - March - Month End Cks 3/31/16		
	EFT Payment 3/8/2016 12:21:36 PM - 5				
	032516 DOR				
			February Excise Tax		
			001-000-180-518-30-48-00	Vehicle Maint & Repair	\$15.47
			001-000-180-518-90-31-00	Office Supplies City Hall	\$5.31
			001-000-210-521-10-31-00	Operating Supplies	\$109.72
			001-000-270-576-80-31-00	Portable Restroom Facility	\$0.78

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-280-536-20-31-00	Cemetery Office Supplies	\$0.20
			001-000-280-536-20-54-00	Cemetery Sales Excise Tax	\$5.25
			101-000-000-542-90-31-01	Operating Supplies	\$1.47
			401-000-000-534-80-31-01	Operating Supplies	\$2.45
			401-000-000-534-80-44-01	State of WA Utility Excise Tax	\$30.28
			401-000-000-534-80-44-01	State of WA Utility Excise Tax	\$551.66
			401-000-000-534-80-44-01	State of WA Utility Excise Tax	\$2,831.56
			407-000-000-535-80-35-00	Small Tools & Safety Equipment	\$2.45
			407-000-000-535-80-44-01	State of WA Excise Tax	\$4.32
			407-000-000-535-80-44-01	State of WA Excise Tax	\$749.77
			410-000-008-595-40-63-01	DOE 14/15 Grant Exp	\$2.45
			Total 032516 DOR		
			Total EFT Payment 3/8/2016 12:21:36 PM - 5		
Total Washington State Department of Revenue					
Washington State Treasurer					
43320					
			022916 WST	2016 - March - 2nd Council	
			Total 43320		
Total Washington State Treasurer					
Washington State University-Conference Management					
43281					
			030416 WSU-CM	2016 - March - Pre-Council March 2nd Council	
			June 5-10, 2016		
			001-000-137-514-21-43-00	Lodging, Meals & Mileage	\$525.00
			NCI Conference-MJ Bohn		
			001-000-137-514-21-49-01	Workshops and Training	\$600.00
			NCI Conference-MJ Bohn		
			Total 030416 WSU-CM		
Total 43281					
Total Washington State University-Conference Management					
WSEMA					
43321					
			022916	2016 - March - 2nd Council	
			Annual Dues		
			001-000-191-525-60-49-02	Emergency Mgm Dues	\$75.00
			Facilities-Esping		
			Total 022916		
Total 43321					
Total WSEMA					
Grand Total			Vendor Count	47	\$177,543.18

City of Black Diamond Payroll Register February 2016

Number	Name	Fiscal Description	Amount
18778	Employee Paycheck Paper	2016 - February - Month End	\$692.00
18779	Employee Paycheck Paper	2016 - February - Month End	\$1,003.11
18780	Employee Paycheck Paper	2016 - February - Month End	\$5,495.98
18781	Employee Paycheck Paper	2016 - February - Month End	\$878.76
18782	Employee Paycheck Paper	2016 - February - Month End	\$2,764.38
18783	Employee Paycheck Paper	2016 - February - Month End	\$2,502.96
18784	Aflac	2016 - February - Month End	\$128.44
18785	AWC Employee Benefit Trust	2016 - February - Month End	\$35,365.35
18786	AWC Employee Benefit Trust	2016 - February - Month End	\$3,964.20
18787	BD Police Officers Association	2016 - February - Month End	\$600.00
18788	Chapter 13 Trustee	2016 - February - Month End	\$655.00
18789	City of Black Diamond Flex	2016 - February - Month End	\$80.00
18790	City of Black Diamond Taxes	2016 - February - Month End	\$0.00
18791	Dept of Labor and Industries	2016 - February - Month End	\$2,617.68
18792	Dept of Retirement Systems	2016 - February - Month End	\$27,653.63
18793	Employment Security Dept	2016 - February - Month End	\$762.47
18794	Joseph Kaufman	2016 - February - Month End	\$115.40
18795	King County Superior Court Clerk	2016 - February - Month End	\$1,582.20
18796	Teamsters Local 117	2016 - February - Month End	\$768.09
18797	Trusted Plans Service CP LTD	2016 - February - Month End	\$672.51
18798	Washington State Treasurer	2016 - February - Month End	\$3,425.00
ACH Taxes Feb 2016	City of Black Diamond Taxes	2016 - February - Month End	\$51,695.91
February 2016 Draw	Payroll Vendor	2016 - February - Month End	\$32,585.00
February 2016 Payroll	Payroll Vendor	2016 - February - Month End	\$85,578.77
Correction	ACH Reversal	2016 - February - Month End	(\$200.00)
			\$261,386.84

Mayone Miller 3-8-2016

BLACK DIAMOND CITY COUNCIL MINUTES

January 21, 2016

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper.

ABSENT: None

Staff present were: Seth Boettcher, Public Works Director; Mayene Miller, Finance Director; Jamey Kiblinger, Police Chief; Barbara Kincaid, Community Development Director; Carol Morris, City Attorney and Brenda L. Martinez, City Clerk.

Councilmember Pepper let the Mayor know that after roll call she intends to move for a reordering of the agenda.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Police – Chief Kiblinger

Chief Kiblinger discussed the quarterly employee recognition awards they give in the department and the process of how officers are nominated. She noted receiving two nominations for the last quarter from Sgt. Brian Martinez and Sgt. Brian Lynch for the award to go to Bill Riepl the departments Reserve Officer. Chief Kiblinger stated that Officer Riepl has put in over 1,000 volunteer hours to the department. Sgt. Martinez and Stg. Lynch read their nomination letters into the record and are attached and incorporated into the minutes.

Chief Kiblinger presented Reserve Officer Riepl with his award.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to amend the agenda to move item #9 Resolution No. 16-1069 to immediately after public comments and prior to item 3 and reordering the remaining items accordingly. Motion **passed** 4-1 (Edelman)

CONSENT AGENDA:

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Pepper to adopt the Consent Agenda. Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** - January 21, 2016 - No. 43080 through No. 43135 and EFTs in the amount of \$147,078.81
- 2) **Payroll** - December 31, 2015, No. 18737 through No. 18756 and ACH payment in the amount of \$267,673.75

PUBLIC COMMENTS:

Robert Taeschner, Black Diamond commented on discussing with his college students that all art is a reflection of the time and place it was created. He believes all laws are too. He discussed coming to Black Diamond in 1960 and his love for the area and the importance for him to be a citizen in a city and would like folks who live in Black Diamond determine what will be done in Black Diamond.

Peter Kellerman, Kent discussed the definition of insanity and how current things have been done has not benefited anyone. He discussed traffic issues and applauded Councilmembers Pepper and Morgan for the changes they are implementing as it in line with what the voters want.

Johna Thomson, Black Diamond commented on the changes to the Council rules and discussed how these rules need to be looked at periodically and revised. She noted there being a lot of changes to the rules and hopes each Councilmember takes the times to consider each and every change as these are the rules by which Council operates under. She also discussed the change in the form of government being voted down and not understanding why we need a Council President.

Brock Deady, Black Diamond updated Council on scheduled activities at the gym. He commented on the resolutions before Council tonight and noted from his point of view these would be best handled in a workstudy so it is an exchange of ideas. He stated he doesn't feel this is being done the right way and they should be taken off the agenda. He also discussed the committees that are being put forth and noted not seeing a committee for parks and cemetery and feels this is an important committee.

Robbin Taylor, Black Diamond read into the record her written comments which are attached and incorporated into the minutes.

Gayle Loon, an attorney and open governments advocate noted she is here tonight at the request of a client who resides in Black Diamond. She discussed what her role is at the meeting tonight. She read a quote from Thomas Jefferson and also discussed listening to the audio recording from the January 7th meeting as requested by her client and after doing so she also reviewed the RCWs, Roberts Rules, and the Council Rules and was

provided an email regarding a special meeting notice. She discussed the special meeting and stated giving no opinion on the content and spoke only to the procedure that was used under the Open Public Meetings Act which was proper and not a violation. She discussed not agreeing with the parliamentarian who expressed an opinion at that meeting in regards to Council rule 3.1 where nine days advanced notice is required for documents. She noted reading this rule as only applying to regular meetings; not special meetings and therefore there was no violation. She further discussed the special meeting requirements as laid out in the Council rules. Again, she noted there was no violation to the Open Public Meetings Act and refusing to post that notice...

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to allow her additional time to speak. Motion **passed** (3-2, Edelman, Deady)

Councilmember Edelman called for a Point of Order and asked how much time is allowed.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to allow this speaker a fair amount of time. Motion **passed** (3-2, Edelman, Deady).

Ms. Loon continued speaking about motions for amendments to the agenda or pulling items from the agenda. She noted not agreeing that the Mayor may remove items from the agenda once the agenda has been published and approved, which it had been on this occasion. Allowing this effectively gives the Mayor veto power over any agenda item and that is not what separation of powers requires. She discussed committees and appointments of committee members and referred to Council rules. She noted this being in the purview of the Council; not the Mayor. She then discussed a motion for reconsideration at this meeting by Councilmember Weber and the parliamentarians saying it couldn't be reconsidered as it had already been acted upon and no evidence was given to the Council that would have indicated that was true. She pointed out the Council rules that pertain to reconsideration and noted Councilmember Weber was properly following this process and there was no evidence that anything had been done to rely on that motion being passed. She cautioned the Council that unless you are prepared to provide that proof you open yourself up to criticism as well as potential liability. She stated that the City Attorney's rationale that it couldn't be reconsidered because it had acted simply wasn't something that was on the table. Her last topic was on use of confidential information and is based on her clients concerns and as well as her experience. She noted open government not just being an interest of hers, but a passion and believes it should be the passion of every citizen. She discussed the use of having the City Attorney review every document can be over used and abused. She discussed agencies inappropriately label documents as confidential when in fact they are not. In order to ensure that the decisions of the Council are based on solid data and solid legal advice she encouraged the use of the label confidential judiciously. In closing, she discussed her clients concern that the last council meeting was not repeated and as a citizen of this city he wants to see adherence to the rules, appropriate observation and adherence to the roles of each and every one and to see the business of this city gets done right, expeditiously and as an expression of the will of the people.

Carol Lynn Harp, Black Diamond commented on situations always changing and stretching beyond ones comfort zones, because that is where improvement lies. She discussed the Mayor needing to take care of all her chicks.

Cindy Wheeler, Black Diamond, commented on the power of the people being paramount in our government and that is why it is so important to choose good people. She discussed the Planning Commission being a representation of our government the City saying they wanted to be represented by people who live here or are running a business here. She discussed Ordinance No. 16-1072 being written by an employee who was not here when this code was revisited and changed. She noted this legislation being a major migration from what the citizens want.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to allow the speaker a fair amount of time to finish her comments.

Councilmember Edelman stated the need to define the amount of time given that Council has a lot of items the agenda.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Pepper to allow Mrs. Wheeler an additional three minutes. Motion **passed** as amended with all voting in favor (5-0).

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Morgan to amend her motion from a fair amount of time to three minutes. Motion **passed** with all voting in favor (5-0).

Cindy Wheeler continued and asked Council to not accept Ordinance No. 16-1072 and to clarify the code as was the intention 2 ½ years ago and to replace the word community with the word city and retain the language in the forfeiture clause.

Judy Carrier, Black Diamond discussed attending the January 7th Council meeting and noted leaving this meeting dismayed and confused. She discussed the election from last year. She stated supporting the rules being proposed by Councilmembers Morgan and Pepper as more work can be done with more input. In closing she noted the city needed the balance of power as it is currently unbalanced.

Kristen Bryant, Bellevue noted growing up in Black Diamond. She commented on being involved in various aspects of civic life in Black Diamond over the past five years and gave examples. She commented being glad to see new Council rules that have a different process to get the ideas in early and added these changes are procedural.

Bob Edelman, Black Diamond commented on going through the proposed rules very carefully and noted not understanding the motivation for the changes and hopes the proponents for the changes will explain them.

Brian Derdowski, Issaquah commented on it being a full house at the meeting and noted this participation is an asset and hopes the new Council will find new ways to encourage this. He commented on the speaking time and encouraged Council to take a soft approach to this. He discussed how the Council President in Kent also acts as the Mayor Pro-Tem. He further discussed the wide latitude available to Council on how to conduct city business.

Dave Ambur, Lake 12 commented on people being more comfortable with rules they have been living with rather than being forced by new people coming in and commented on the process that should have been taken with adoption of these rules. He noted that some changes in the rules seem okay, others are way out of line and some he does not know what the effect will be. He discussed the development in the City and noted Crown Development will probably not be the last developer on this property. He commented that Council needs to be treating each other with respect and get along and work together.

Aaron Scott, Black Diamond believes getting people from Kent to be on our committees is wrong, however many people out of the city have done wonderful things for Black Diamond which makes it difficult to decide who should help and who shouldn't. He discussed YarrowBay shuffling their feet and noted his wife is trying real hard to create a balance and to do things on Council. He commented on the importance of working together as that's what the changes are intended to do.

Raymond Siburkis, Black Diamond commented on being a resident of Washington for 33 years and moving to Black Diamond as it is a small community. He stated had he known of the happenings in Black Diamond with the Council and development he may not have moved here. He discussed the election results from November and asked that Council get along rather than this chaos.

Jared Mauerman, Black Diamond commented on the YarrowBay project and noted not wanting to see the City change with the development that is being proposed.

Resolution No. 16-1069, revising the Council Rules of Procedure

Mayor Benson asked each Councilmember the following questions:

Councilmember Pepper

1) Did you get the 11 page confidential memo sent out to you by our attorney Carol Morris? Councilmember Pepper responded yes.

2) It is very clear that the City attorney is recommending that you do not adopt these new rules as is our insurance provider. Do you understand that? Councilmember Pepper responded I read it and understand the idea that is being presented.

Councilmember Weber

1) Did you get the 11 page confidential memo sent out to you by our attorney Carol Morris? Councilmember Weber responded I did.

2) It is very clear that the City attorney is recommending that you do not adopt these new rules as is our insurance provider. Do you understand that? Councilmember Weber responded yes.

Councilmember Edelman

1) Did you get the 11 page confidential memo sent out to you by our attorney Carol Morris? Councilmember Edelman responded I did.

2) It is very clear that the City attorney is recommending that you do not adopt these new rules as is our insurance provider. Do you understand that? Councilmember Edelman responded I do.

Councilmember Morgan

1) Did you read the 11 page confidential memo sent out to you by our attorney Carol Morris? Councilmember Morgan responded I did.

2) It is very clear that the City attorney is recommending that you do not adopt these new rules as is our insurance provider. Do you understand that? Councilmember Morgan responded she didn't get that too clearly necessarily from all the things that she read no.

Councilmember Deady

1) Did you read the 11 page confidential memo sent out to you by our attorney Carol Morris? Councilmember Deady responded I did.

2) It is very clear that the City attorney is recommending that you do not adopt these new rules as is our insurance provider. Do you understand? Councilmember Deady responded I do.

Councilmember Morgan stated these rule changes appear before the Council in this form that sadly has not had the review she described was the concept at the January 7th meeting and the reason for this is because City officials were trying to rush the process she described and demanded product prematurely. She noted the behavior on the part of the Mayor and Attorney has resulted in an imperfect product and has also instructed many changes as the Council needs to have a format where they can bring the public's needs into the rule making in the City. She also noted there are citizens who agree to live under the rules and they are the citizens who pay for the city's existence. She discussed needing some Council committees as that is where the deliberations happen and this helps Council to make better more thoughtful decisions and suggest that Council pass this resolution for now and steam ahead with more refined rules. She mentioned it being suggested by her and the public to hold work studies as they continue this process and also mentioned getting input which will all be considered when it is decided on all the final changes.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to adopt Resolution No. 16-1069, revising the Council Rules of Procedure

City Attorney Morris commented on Councilmember Morgan not understanding the letter from the city's insurance carrier and read into the record an excerpt from Roger Neal of Association of Washington Cities Risk Management Service Agency where he states to City Attorney Morris "In your review you raised numerous concerns about potential violations of law if the draft rules are adopted as presented. We concur with your concerns about the draft rules potentially, or actually being in conflict with state laws. Potentially knowingly violating state law by the council raises serious concerns for Risk Management Service Agency, the City of Black Diamond's risk pool. If the City adopts these rules without making the modifications suggested, there is a good chance that in the event of a lawsuit related to the application of these Council rules, such as a violation of the Open Public Meetings Act, the Risk Management Service Agency will follow the provision of Coverage Agreement. I call your attention to Part II Section 7. Exclusions". Ms. Morris continued to read from this email which it attached and incorporated into the minutes.

Ms. Morris also referred to case law she found in her search and pointed out that Council can't change their role and then become the Mayor. There is a separation of powers here, which is why our strong congress can't change the laws and become the President of the United States. She read excerpts from RCW 35A.12.100 regarding the Mayor is the Chief executive and administrative officer of the city, in charge of all departments and employees. He or she shall have general supervision of the administration of city government and all city interests. From the Washington State Supreme Court she then read from a case called Roehl v. Public Utility District No. 1 of Chelan County saying where the enabling legislation under which a municipal or quasi-municipal corporation derives its power confides legislative or discretionary functions in particular officials or boards, such functions may not be delegated to others, unless the enabling legislation provides otherwise, however, those in whom such functions repose may delegate to others the performance of duties of a purely ministerial or administrative nature.

She read from another authority saying the duties and powers imposed upon the mayor, designated departments and officers are considered in the nature of public trust and cannot be delegated or surrendered to other officers or departments, therefore the Council has no authority to pass a resolution which purports to strip the Mayor of his or her duties as established in state law and transfer them to the Mayor Pro-Tem who has no duties at all under state law unless and until the Mayor is absent or disabled. The Mayor makes decisions regarding the agenda based on staffing needs and the City budget. Members of the Council may propose agenda items, but the Mayor makes the final determination on matters included in the agenda. She noted people may be interested in reading this material from the insurance provider and stated it is not confidential and she can hand those out to anyone who is interested.

She again cautioned Council that before they adopt any rules you are under notice now that the insurance pool says that if you take action on this and there is a lawsuit that arises as a result you may not have coverage – the City may not have coverage and members may have to rely on their own personal insurance policy.

Councilmember Pepper commented the proposed changes are being brought forth because the Council on 1/7/16 was not able to conduct business. She also commented it is necessary to address those underlying issues before they can do anything else. As to the raised concern about insurance she noted there is no immediate crisis that could possibly ensue from adopting these changes tonight. It is her understanding that the rules that have been on the books for two or more years have language that possibly conflicts with the powers of the Mayor, yet we have been functioning without lawsuits and with insurance coverage. Nothing in our Council rules should be interpreted in a way that conflicts with state law. Nothing in the new rules is intended to conflict with state law. There are actually some conflicts that aren't part of changes that were suggested and she thinks it is very clear that she has put a lot of thought in to supporting these changes. She noted there is a resolution coming up tonight that supports continued future review of the rules so the public can continue to participate as well as the Mayor and the Councilmembers. She noted possible amendments can be looked at after the passage of this resolution tonight. She also noted the problem with waiting is they (Council) have no way to do committee work now and as a Councilmember with legal responsibilities to the voters she cannot vote on a legislation that has not been thoroughly reviewed and understood and committees are the best way to do this. She discussed the revised committee structure offers improved public participation and process and the other changes in the rules are also important to clarify the issues from their last meeting. She stated they must move forward as the risk of not adopting this tonight is much greater than the risk of waiting. In closing she stated feeling very strongly about the opportunity for public participation – people are interested and want to have a say. She noted wanting to pass this so they can get on with the business of getting this in the fashion the public and Council and hopefully the lawyers can come to some kind of terms.

Councilmember Edelman commented on Council having an opportunity on the 7th of January to pass a resolution which gave committee appointments by the Mayor and three Councilmembers chose not to support it and instead came in with their own agenda and that is why it was pulled. She also commented on the City having a strong Mayor form of government and noted being one of the folks that wrote part of the resolution that went to proposition 1 and to the voters and noted she was mistaken on this issue. She discussed the voters not passing this proposition as they wanted to keep the current form of government of a strong Mayor. She stated she does not support this and does not see where they are allowing any discussion of the content of it and will be voting no. She commented if this is passed there is a violation of the Open Public Meetings Act by putting three Councilmembers on the committees – that is a quorum. She discussed the committee structure as it is now and the process of how items were brought forward to the Council. She again noted not supporting this in any way shape or form without having a workstudy to go line by line.

Councilmember Deady commented that at the last Council meeting she asked for a workstudy to go over these Council rules. She further commented she has spent over 20 hours going over this material and doing research. She noted getting advice from the City Attorney as did all the Councilmembers and reading the advice from the City's insurance carrier and stated she will not be supporting this and will be voting no on Resolution No.

16-1069 and will follow the City Attorney's advice. She also commented on being supportive in the change of government, however it was voted down. She believes we need to listen to our citizens and do what they have asked and that is a strong Mayor.

Councilmember Weber commented on reading this resolution and all the confidential memos from the Attorney. He noted this is what the public is asking for – they are asking for the separation of the legislative and the executive. They want more participation and in no way does he want the Mayor's job. He also noted a lot of the changes are needed to move forward as they can't make a valid opinion or vote on a resolution that hasn't been through a committee or some sort of review. He believes with voting on this resolution they can move forward and amendments can be made. He further commented this being a living document (Council rules) so something can be established to move forward and that's what's important; he advocates for public communication and communication is a two way street and that's what this is about – trying to draw the public in to get more participation.

Councilmember Morgan thanked Attorney Morris for reading her letter into the record because those emails that came to her were marked as confidential and because they were marked confidential she couldn't share them with the public and they were directions and concerns about these Council rules and she was put in a box as she couldn't say why she needed to make changes to the public because they were marked confidential. She asked if all those memos...

City Attorney Morris stated the only thing she read from was the email from the insurance provider and a portion of case law that she included in her memo. Ms. Morris said she is not going read through her confidential memo to the public, however certainly anyone can get a copy of the letter from the insurance provider.

Councilmember Morgan asked City Attorney Morris if it would be possible to make a list of what could be made public as for her everything was marked confidential. City Attorney Morris responded yes.

City Attorney Morris pointed out something that hasn't been mentioned at all and that is the violation of the Open Public Meetings Act by having committees that have three Councilmembers on them. She noted previously the City had committees comprised of two Councilmembers and now they will be comprised of three Councilmembers on all the committees which means that when you take action under the rules you are going to be taking action to vote to do pass, meaning you are taking final action on resolutions and other matters that come before the Council. She further noted that at these committee meetings when you take final action there is nothing left to do – it doesn't come back to the Council because the committee has already acted on it. She feels there is a basic misunderstanding of the process of a do pass on a resolution by the three Councilmembers, means that the resolution passed and if you did that at a committee meeting without any legal review as the rules have been crafted so there is no attorney review of anything. She added it also states in the rules that City staff input is all eliminated. The language in the rules that said the committees would work in conjunction

with City staff has all been eliminated and she doesn't think they understand the cost to the city as a result of these new procedures. If you have three councilmembers on every committee then the City Clerk is going to have to give notice of every single one of those committee meetings individually every single time as special meeting. This additional notice is going to have to be given out every single time and if the attorney is going to be attending these meetings she will need to be given notice of it. She noted having a schedule and other clients and may not be able to attend all the committee meetings where they are taking final action. If you are going to cut the staff out and are just going to act together in your committee and are keeping out Councilmember Edelman and Councilmember Deady and you're keeping the staff and attorney out she doesn't see how this is the way government needs to function and you can see why the insurance provider is telling you you're exposing yourself to liability. She doesn't know of any City that operates this way of having committees comprised of three Councilmembers where they take final action outside of a City Council meeting or any city that is so enthusiastic about taking action without input from the City Attorney. She discussed the meeting and rules being drafted without being sent to her and she had to get a hold of them to provide Council with her input. She noted items usually come to the City Attorney for review and then they go on the agenda, however apparently that is not the way the Council wants to work it or work it with the committees either and that is why the insurance provider has made the opinion they have.

Vote: Motion **passed** (3-2, Edelman, Deady).

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

Resolution No. 15-1060, adopting Facility Use Policy

City Attorney Morris reported this item was postponed from the December 17, 2015 Council meeting. She noted these rules are necessary in order to allow public use of City facilities and outlines the process for reserving the gym, associated fees, and insurance requirements.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt Resolution No. 16-1060, adopting a Facility Use Policy.

Councilmember Pepper stated she loves the idea of the gym as it is a destination for people in Black Diamond. She noted there being no committee review of this and would like to see it go to committee and she recommends it go to the Budget, Finance and Administration Committee.

Brock Deady reported meeting with staff to answer questions he had regarding excluding people from using the gym especially those under the age of eighteen. He noted that since he is the one that is present during open gym kids under eighteen can participate.

Vote: Motion **passed** with all voting in favor (5-0).

NEW BUSINESS:

Resolution No. 16-1066, authorizing a contract with NexisLexis for credit card services for the Court

Finance Director Miller reported investigating many options for the Court to provide credit card services. She noted other Courts use this company and one of the benefits is it is available 24 hours allowing people to pay their fines online.

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Deady to adopt Resolution No. 16-1066, authorizing the Mayor to execute an agreement with NexisLexis VitalChek Network Inc., for the online credit card payment service for the Municipal Court.

Vote: Motion **passed** with all voting in favor (5-0).

Ordinance No. 16-1071, amending Black Diamond Municipal Code section 10.44.030 regarding Traffic Safety School

Chief Kiblinger reported the City currently charges a fee of \$200.00 for traffic safety school. However, RCW 46.83.080 does not allow the City to charge a fee in excess of the penalty of the infraction. She noted most infractions start at \$136.00 and go up, depending on the violation. She also added that during the next fee schedule update this change will be made on the schedule.

Councilmember Edelman commented that during the upcoming budget process there will be time spent on reviewing the fee schedule.

Councilmember Pepper stated having some concerns and would have preferred this item went to committee.

Councilmember Deady suggested acting on this item tonight rather than taking it through a committee.

Councilmember Weber wondered if the City would need to give out refunds.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to adopt Ordinance No. 16-1071, relating to traffic safety school, changing the fee charged by the City for the school so that it is not in excess of the penalty for an unscheduled traffic infraction, as limited by RCW 46.83.080, amending Black Diamond Municipal Code section 10.44.030.

Vote: Motion **passed** with all voting in favor (5-0).

Resolution No. 16-1067, authorizing Addendum to Valley Communications Agreement

Chief Kiblinger reported this being the City's annual addendum with Valley Communications for police dispatch services. She also noted there being no dollar increase for 2016.

There was Council discussion on this item.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt Resolution No. 16-1067, authorizing the Mayor to execute the addendum to the agreement with Valley Communications for dispatch services.

Vote: Motion **passed** with all voting in favor (5-0).

Resolution No. 16-1068, extension of Joint Public Works Interlocal Agreement with Maple Valley and Covington

Public Works Director Boettcher reported the City has had an interlocal agreement they have operated under since 2011 with Covington and Maple Valley. He discussed utilizing it with training opportunities and joint crack sealing projects. He stated this is an extension of the current agreement and will expire on December 31, 2020. He recommended Council consider approving this extension.

There was Council discussion on this item.

Councilmember Morgan stated she feels this needs to go to committee so she can better understand and answer any questions people may have.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Deady to adopt Resolution No. 16-1067, authorizing the Mayor to sign the Second Amendment to the Interlocal Agreement between the Cities of Maple Valley, Covington, and Black Diamond for joint public works operations and cooperative purchasing, which extends the agreement until December 31, 2020. Motion **passed** with all voting in favor (5-0).

Ordinance No. 16-1072, amending Black Diamond Municipal Code regarding Planning Commission qualifications

Community Development Director Kincaid discussed the proposed ordinance amends Chapter 2.24 of the Black Diamond Municipal Code regarding Planning Commission qualifications. She reported five of the seven positions needing to be replaced on the Planning Commission and during the recruitment process it was noticed there was an inconsistency in code.

She stated that in subsection B, planning commission members can reside in the community at least 180 days of the each year or be owners of a business with a physical

presence in the city. In subsection D, the “failure” of a planning commission member to either reside in or be a business owner in the city constitutes “forfeiture of office”.

She noted staff is recommending that Council adopt the proposed ordinance as it retains the intent of Black Diamond Municipal Code section 2.24.010(B) by allowing planning commission members to be selected from the community, but provides better definition of the community. She added the ordinance defines community to include persons living within the city limits as well as those living in the city’s urban growth area (UGA) boundary and potential annexation areas (PAA). She further added the reason for including the UGA/PAA in the definition of community is to meet the intent of the ordinance to maintain an equitable balance of geographic representation of the community.

She also discussed housekeeping changes in the Ordinance. In subsection C it is recommended to strike the word may and replace it with the word shall and the typo in subsection E to strike the word service and replace it with the word serve. Another change is to take the terms out of subsection A.

Councilmember Morgan discussed the meaning behind the word community to those who reside in Black Diamond. She also requested that this go to a committee before adopting to give the public a chance to comment.

Councilmember Weber would like to see the word community changed to city as stated by the citizens. He was curious about subsection A where it states terms expire on December 31, but members of the planning commission shall continue to serve until their successor is appointed and qualified.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to adopt Ordinance No. 16-1072, relating to the qualifications of the planning Commission, establishing that members must reside in the community at least 180 days of each calendar year or be owners of a business with a physical presence within the City, amending Black Diamond Municipal Code Section 2.24.010.

City Attorney Morris asked if changes were going to be made and if so she discussed the changes that would need to be made in the Ordinance.

In section 2.24.010(B) the sentence beginning with “members of the planning commission” it would read “Members of the planning commission shall be limited to individuals who reside in the city at least one hundred eighty days each calendar year or owners of businesses with a physical presence within the city”. Eliminate the sentence that starts with “For purposes of this section” and keep the last sentence in this section. In section 2.24.010(D) in the sentence that starts with “Failure” it would say “Failure of a planning commission member to” and add the words “qualify as provided in section B shall constitute forfeiture of office” and eliminate the words “either reside in the community or be a business owner with a physical presence”. She also discussed someone in the public saying the words “the City” were omitted somewhere in the document which was a typo and when the document is finalized it will be added back in.

Councilmember Deady discussed research she did on other cities regarding their Planning Commission qualifications. She also discussed changes she pushed for on the recruitment and interview process for Planning Commission members.

Councilmember Weber noted this being an important issue and would like to see a cleaned up copy of the Ordinance before voting.

Councilmember Deady commented she has no problem with changing the word "community" to "city".

Councilmember Pepper stated she regretfully can't support this ordinance at this time and she has received feedback that citizens would like to be represented by commissioners who live in Black Diamond.

City Attorney Morris recapped the proposed changes again.

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Edelman to amend her motion to include the City Attorney's suggested changes.

Vote: Motion **passed** as amended with all voting in favor (5-0).

Resolution No. 16-1070, appointing a Council President

Councilmember Morgan stated placing this item on the agenda along with Councilmember Pepper. She discussed the purpose of the President of the Council is to be the focal point for the ordinances and the resolutions as they come to Council committees to sort them out. She added the Mayor Pro-Tem and the Council President would sort those as they come in and assign them to committee for review and after review they would then go forward to the Mayor in a more formalized rendition. She also added this is under development.

There was Council discussion on this issue.

A **motion** was made by Councilmember Pepper to adopt Resolution No. 16-1070 appointing a Council President.

Councilmember Pepper withdrew her motion.

A **motion** was made by Councilmember Morgan and **seconded** by Councilmember Weber to approve Pat Pepper as Council President.

Councilmember Edelman stated she believes this position is not needed on a Council of five members and does not support it.

Vote: Motion **passed** (3-2, Edelman, Deady).

Resolution No. 16-1071, appointing Standing Committee Members and Chairs

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to adopt Resolution No. 16-1071, appointing Standing Committee Members and Chairs.

Councilmember Edelman stated these meetings violate the Open Public Meetings Act and will not attend any committee meeting where there are three Councilmembers present and does not support this.

Councilmember Deady announced she will not be attending these meetings where three Councilmembers are present and making decisions.

Councilmember Weber stated his understanding of these committees is to bring in more of the public when they are able to attend. He does not feel this would be a violation of the Open Public Meetings Act as they would be special meetings that will be noticed.

There continued to be Council discussion on this item.

City Attorney Morris discussed whether or not this is a violation of the Open Public Meetings Act and stated it is a violation because they are going to have three members taking final action and normally what you would do at these committee meetings is review them and forward to the City Council. If you do a do pass as stated in the rules you've taken final action. So there is the problem of the City Clerk who has to give special meeting notice for all the committee meetings and noted the additional staff time that will be needed and lastly you will be taking final action at a committee meeting. She noted the issue is why there are three Councilmembers on these committees – that's the problem.

Vote: Motion **passed** (3-2, Edelman, Deady).

Resolution No. 16-1072, initiating review of Council Rules of Procedure

Councilmember Morgan reported adoption of this resolution is to initiate a review of Council Rules of Procedure with the 1 – 7 ideas stated in the resolution being the objectives. She also noted there will be a workstudy scheduled for Council and the public.

Councilmember Deady referred to Section 2 of the proposed resolution and is concerned that two Councilmembers are surveying other Councilmembers and stated this is a violation of the Open Public Meetings Act and noted she will not be voting on this resolution.

Councilmember Edelman asked why a resolution is needed to initiate a review of Council Rules and Procedures and why isn't that a normal course of business throughout the year – there is no need for a special resolution on this. She also noted Councilmember Morgan making comments that are kind of contrary to what is being said here and noted she will not be supporting it.

City Attorney Morris commented that based on what has been said tonight along with the materials submitted she suggested that if this is to be passed, Section 2 be amended to state that someone will consult with the City Attorney and someone would also take into account the comments from the City's insurance provider, unless the new rules are also proposed to be violative of state law and will expose the Council and individuals to liability because they don't have any insurance.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to adopt Resolution No. 16-1072, initiating review of Council Rules of Procedure.

Vote: Motion **passed** (3-2, Edelman, Deady).

DEPARTMENT REPORTS: None

MAYOR'S REPORT:

Mayor Benson reported attending the SCATBd meeting and the Chamber luncheon.

COUNCIL REPORTS:

Councilmember Deady reported attending the Public Issues Committee meeting, the SCATBd meeting, Enumclaw School District meeting and the Chamber luncheon.

Councilmember Morgan discussed why she cancelled the January 12 joint meeting with the Planning Commission. She stated one of her colleagues on the Council was advising the public at the January 7 meeting that citizens should not come to the joint meeting because it was just for Council and planners and also stated they would not be allowed to talk, which she commented could be true. She also added not wanting to actively discourage the public from attending a properly noticed meeting.

Councilmember Edelman reported attending the Public Issues Committee meeting, SCA Networking dinner and the Chamber luncheon.

Councilmember Weber announced there is a short course in local planning at 6:30 p.m. on January 28th at the City of Covington Council Chambers.

Councilmember Pepper announced she will be attending that meeting on the January 28th, another meeting on that date in Olympia on Parliamentary and a meeting on Saturday on open government.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Gayle Loon, Seattle objected to having her address on the record as that is a violation of the Open Public Meetings Act and encouraged the Council to consider doing away with this requirement for speaking. She also discussed having three Councilmembers on a committee does not persay violate the Open Public Meetings Act. If all three do attend and conduct business I would agree that they do. She noted seeing the wisdom to assigning three to each committee, but as long as only two are present no action can be taken that would be violative of the Act. In closing she clarified the removal of agenda items that she spoke to earlier. She stated in its simplest form the Mayor cannot remove from the agenda or from discussion an item that has been brought forward by another Councilmember.

City Attorney Morris clarified that RCW 42.30.040 A member of the public shall not be required, as a condition to attendance at a meeting of a governing body, to register his or her name and other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance. Mayor Benson commented on needing to change this rule.

Bob Edelman, Black Diamond wondered if there was a lawsuit on the Council rules would it be on those who voted in the affirmative or does that include his wife as she voted against the proposed changes to the rules. He commented on the three resolutions that were voted in earlier and the majority supported. He hopes it doesn't mean that they had formed a committee in advance and discussed these either together or had a serial meeting on these as both would be illegal. He also noted that committee meetings have always been open to the public and sometimes the public did attend.

Brian Derdowski, talked about his days on the King County Council and applauded Council for the changes that were made tonight. He commented on them putting forth a program that takes items to the public for more input. He stated being astonished and has never witnessed an attorney who would solicit a lawsuit and build a case for it right in the public. He encouraged everyone to go to a conference on Saturday with the Coalition for Open Government. He noted the information Council has been receiving tonight is significantly incorrect and misleading. He also noted if people understood these laws (Open Public Meetings Act and Public Records Act) and are comfortable and committed to them they will be your friend and you will never allow some attorney to use it as a club to take away the power that the people vested in you. He hopes if there are any confidential memos that were unilaterally released to the City's insurance agent in order to threaten you that all of those memos are made public. He commented with his understanding of the Public Records Act and said those documents are subject to public disclosure. He discussed the public in Black Diamond needing a civics lesson on the separation of powers and the proper responsibilities of staff and attorneys and what it means for courageous people to stand up to innuendo, misleading information and intimidation and stick to their guns even though they are rookies and have never held public office before and all they bring to the party is a desire to serve the public to the best of their ability.

Judy Watson, Black Diamond commented on being upset and appalled with what happened tonight. She wondered if Councilmembers Morgan, Pepper and Weber are

working for the people of Black Diamond or are they working for a few people of Black Diamond. She discussed in 2012 people voting for a strong Mayor form of government and wished people would come to the meetings and witness what happens from people who are supposed to be representing all the citizens.

Terry Yandovich, Black Diamond also commented being appalled by what has happened with this board for the last two years and asked that citizens give these members a chance. She noted the members are not being given the respect that is due and as a new resident she would not move to Black Diamond again because of what she has seen take place in the last two years.

Brock Deady, Black Diamond wanted to make sure that the no votes are counted as Tamie Deady voted no on the first item and the last three items. He also noted the sculpture in the Chambers needing red flags so it doesn't become an accident waiting to happen.

Robbin Taylor, Black Diamond asked for a couple of extra minutes.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Weber to allow her extra minutes. Motion **passed** with all voting in favor (5-0).

Robbin Taylor, Black Diamond discussed the need to abide by the law. She also discussed the papers brought out by Councilmember Morgan and not following her own words on public participation. She commented on the discouragement of having three Councilmembers and ending up with a City Council of three seats rather than five seats. She also commented on a meeting she attended earlier this week for Save Black Diamond.

Bill McDermid, Black Diamond discussed getting Tamie Deady elected and her going south. He noted working on getting Janie Edelman elected too. He commented being disgusted with the way Janie and Carol act and asked the Council to give the new members time.

Kristen Bryant, discussed going to an informal meeting at the Bakery. She noted the only rule change that was proposed was one and who puts the committee appointments. She discussed feeling shut out in the past and is glad to see things will be getting moved to committees.

EXECUTIVE SESSION: None

ADJOURNMENT:

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Pepper to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT



**CITY OF BLACK DIAMOND
POLICE DEPARTMENT**

**Inter-office
MEMORANDUM**

TO: Chief J. Kiblinger
FROM: Commander B. Martinez
DATE: January 12, 2016
SUBJECT: Nomination

I nominate Officer Bill Riepl for this term's Exceptional Employee. As a Reserve Police Officer for our department, Officer Riepl has demonstrated his willingness to be a team player by his countless hours of volunteer work. Although he has a fulltime job, he still makes himself available to provide quality police services for our community. He also has demonstrated his willingness to learn by accepting feedback from other officers and supervisors in order to make him a better police officer and to make others safer. This positive attitude and willingness to be a team player is an example of some of our core values and is a reflection of his character.

Officer Riepl also writes very detailed reports and has shown a passion for traffic safety. His stats show that he has taken a pro-active approach in making the city safer by enforcing traffic laws. Officer Riepl also updated our traffic safety school program and did a fantastic job in making this program one of the best in the State.

For the aforementioned attributes, I am nominating Officer Riepl for this term's exceptional employee.



**CITY OF BLACK DIAMOND
POLICE DEPARTMENT**

**Inter-office
MEMORANDUM**

TO: Chief Kiblinger
FROM: Sergeant Lynch
DATE: January 14, 2016
SUBJECT: Tri-Annual Employee Nomination

I am writing this memo as a nomination of Officer Riepl for the employee of the trimester. Recognizing Officer Riepl for just the last four months of 2015 seems lacking, when in reality for the past two years this department has been lucky enough to have a member so completely dedicated to its values and mission as Officer Riepl has been. Not only does he work patrol shifts every Friday and Saturday religiously, he is always available for department trainings, and special events in the community. Officer Riepl also issued the second highest infractions and criminal traffic citations in the department during the last four months of 2015.

I would like to specifically point out that during the last few months of the year Officer Riepl took it upon himself to completely overhaul the Black Diamond Traffic School power point. Officer Riepl improved the overall quality of the program by adding updated videos, statistics, and training content that finally made the presentation one that the officers can be proud of.

In closing I feel that Officer Riepl is more than deserving of this recognition. His willingness to wear our uniform expecting only the personal gratification of knowing he is making a difference in his community as payment should be a reminder to us all of why we all entered this profession on the first place.

Sergeant Brian Lynch
Black Diamond Police Department

The Revised Code of Washington (RCW) 35A.12.120 gives authority to City Councils to establish rules on how the City Council will conduct the business of the City.

Page 2 of the Council Rules begins with RCW 35A.11.020 (Powers vested in legislative bodies...). This section states in part “The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title...” (Title 35A) “...and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights...”

It appears that some on this Council wish to expand the duties of the Mayor Pro Tempore. The Mayor Pro Tempore is specifically spoken to in 35A.12.065 and 35A.13.035 and the wording of each section is exactly the same. These RCWs strictly limit the power of the Mayor Pro Tempore to serving in the Mayor’s stead in case of absence or temporary disability, and it is given no further power. Nowhere in any of these descriptions will you find the clause “...and other duties as assigned”.

Expanded list of duties for the mayor pro tempore include:

- Preside over mayoral duties in the absence of the mayor – per RCW
- Assign Ordinances and Resolutions to the Council Standing Committees
- Approve presentations to Council
- Coordinate Standing Committee schedules with available staff
- Approve the Agenda

If you pass these new Council Rules tonight you will be in blatant violation of the RCWs and you will be acting outside the scope of the Laws of Washington State.

- Do the three Councilmembers Morgan, Weber and Pepper truly wish to begin acting outside the Law?
- Is this how you plan to govern, by passing a document which allows you to act outside of the Law? If so, what other unlawful steps do you plan on taking?
- If you vote this in, you will immediately open yourselves up personally to sanctions, fines and lawsuits, and this can include your spouse.

I cannot stress this strongly enough, you will be stepping beyond the powers given by the Revised Code of Washington and into unlawful territory. Remember, your name goes on your vote, it does not matter who coached you to vote for this, you own it. Whoever tells you that you can safely vote for this will not be the one facing those sanctions, fines and lawsuits. They will skate and you will sink.

Mayor Benson, I request when this comes to a vote, that a roll call vote be taken.

I attended the Save Black Diamond meeting Tuesday evening on Jan 19th. I was dismayed over the disingenuous manner in which the freedom of relationship between Council and the Public was characterized. It was stated more than once that the mayor will not allow Councilmembers to speak with the public. It was also stated that the Councilmembers elected four years ago never put any legislation on the agenda, and that the Council did not have much authority to run the Council.

There were three gentlemen at this meeting whom I have never seen at Council meetings. They got spun up over these statements and could not believe that citizens were being shut out of the government process by the mayor and that this could happen in Black Diamond. I was surprised that none of the other participants in this meeting, most who have sporadically attended Council meetings, did not speak up against this outright fabrication.

In the revised Council Rules it says that Ordinances and Resolutions will have a first reading at a meeting of the Council as a whole, then be assigned to a Committee for further consideration, then sent back to the Council with a "pass/do not pass" recommendation. The process described Tuesday evening was that Council Committees and the Public would meet around the table where ideas for legislation would be bounced around, refined and then sent to the Council as a whole for consideration.

While I champion every call for public participation and the "voice of the people" being heard, these meetings were characterized as an informal meeting where people sit around spit balling. But in reality they will be formal meetings governed by the RCWs and the Public will only be able to discuss what is on the agenda. Any ideas for anything not on the agenda will need to be voiced by citizens to their Councilmembers outside of a formal meeting, much like it has been done for decades.

I believe there is a "pie in the sky" feeling regarding the fact that if you "print and Agenda, they will come" and Public participation will increase. I would point out that there is an Agenda posted for every Council meeting and yet those sitting around the tables Tuesday night either do not attend, or attend sporadically. Changing meetings to the evenings and posting an Agenda is not a magic formula for increased public participation.

It appears that SBD is a group that just swallows whatever information is shoveled out to them. My hope is that the SBD group will begin to realize that those leading the meeting Tuesday night were not even being honest with the group which supports them. It is incumbent upon Citizens to find the truth about government dealings for themselves. We are the watchdogs over those we elect. But the sad truth is when we sit back and allow our elected officials to spoon feed us their version of the "truth", we absolutely end up with the kind of government we deserve.

Brenda Martinez

From: Carol Morris <carol_a_morris@msn.com>
Sent: Wednesday, January 20, 2016 4:50 PM
To: Carol Benson; Brenda Martinez
Subject: FW: Black Diamond -- confidential
Attachments: 1 Policy v admin chart and executive sessions.docx; 6 Council Evaluation 1.docx; 7 Sample Council Principals.docx; prpsed amend council rules.pdf

HI: please send the attachments and the e-mail below from Roger Neal to all of the Councilmembers. Thanks.

Carol Morris, Morris Law, P.C.

3304 Rosedale Street N.W., Suite 200

Gig Harbor, WA 98335

(253) 851-5090

F: (360) 850-1099

carol@carolmorrislaw.com

Website: carolmorrislaw.com

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From: rogern@awcnet.org
To: carol_a_morris@msn.com
Subject: RE: Black Diamond -- confidential
Date: Thu, 21 Jan 2016 00:33:13 +0000

Carol,

Thank you for sharing with RMSA the *draft* Rules of Procedure of the City Council of the City of Black Diamond. Since you sent this to RMSA as a confidential document, I am replying only to you. If in your opinion, it is appropriate to share with other officials in the City of Black Diamond, you have our permission to do so.

In your review you raise numerous concerns about potential violations of law if the *draft* rules are adopted as presented. We concur with your concerns about the *draft* rules potentially, or actually being in conflict with state laws. Potentially knowingly violating state law by the Council raises serious concerns for RMSA, the City of Black Diamond's risk pool. If the City Council adopts these rules without making the modifications suggested, there is a good chance that in the event of a lawsuit related to the application of these Council rules, such as a violation of the Open Public Meetings Act, the RMSA will follow the provisions of the Coverage Agreement. I call your attention to Part II Section 7. EXCLUSIONS

7. EXCLUSIONS

This Agreement does not cover, and the Pool shall not be obligated to make any payment or defend any "suit" in connection with or relating to:

A. "Bodily injury" or "property damage" that:

- I. Arises out of an actual or alleged harm intentionally caused by the "covered party" or the actual or alleged willful misconduct by a "covered party" to cause "bodily injury" or "property damage." This provision applies even if the "bodily injury" or "property damage" that actually occurs is different or greater than that which was intended by the "covered party;"
- II. Arises out of an act that the "covered party" knew or should have known would more probably than not cause "bodily injury" or "property damage." This provision applies even if the "bodily injury" or "property damage" that actually occurs is different or greater than that which the "covered party" knew or should have known would be caused by the act;
- III. Arises out of sexual contact, physical abuse or molestation of any person by a "covered party," or by any "employee" of or "authorized volunteer" for a "covered party;"
- IV. Any claim or suit for damages which alleges liability or damages arising wholly or in part from any wrongful employment practice as that term is defined in Part VII of this Agreement. Coverage for such claims is excluded herein regardless of whether or not coverage is extended in whole or in part under the terms and conditions of Part V Employment Practices Liability Coverage.

However, this exclusion 'A' does not apply to:

- a. "Bodily injury" resulting from an assault or battery which a "covered party" commits for the purpose of preventing injury to persons or damage to property; or
- b. "Bodily injury" resulting from corporal punishment; or
- c. "Bodily injury" resulting from a "covered party's" acts in performance of official police duties.

However, this exception 'c.' does not apply if:

- a. The "covered party" acted maliciously;
- b. The "covered party" acted with actual knowledge that the conduct violated the injured person's civil rights; or
- c. The "covered party" knowingly acted outside the course and scope of his or her official police duties.

B. "Bodily injury" or "property damage" that:

- I. Arises out of the violation of any criminal statute, ordinance or governmental regulation, or the violation of any other statute, ordinance or governmental regulation, by a "covered" party for which a "covered party" knew or should have known
- II. Arises out of the actual or alleged violation of the Public Records Act (RCW 42.56) and/or the Open Public Meetings Act (RCW 42.30).

Actual coverage will be assessed and a determination made if the RMSA will defend the City of Black Diamond based on the actual circumstances of the suit when filed, and the Coverage Agreement terms and conditions.

RMSA has offered numerous comments and recommendations throughout the *draft* rules. In light of your concerns as the City of Black Diamond City Attorney, and RMSA's recommendations, we hope that the Council will not take final action on these rules until they have had a chance to fully digest the negative impacts of such action. RMSA is available to review future draft rules for the City of Black Diamond City Council.

Here is a summary of RMSA's other concerns with the *draft* rules.

1. There appears to be an effort to mix the roles of the Council with the roles of the Mayor and staff. Council needs to understand that their role is to set policy, and it is the Mayor's role to carry out that policy and run the day-to-day operations of the city. Many councilmembers across the state think that it is their responsibility to direct staff, and be involved with "running" the city. This is clearly not the case, and the statutes are very clear about the need for separation of powers within a city.
2. I've attached a one page summary that shows the separation of powers between the policy makers and the administration. I've also attached two other documents that might be beneficial for the Council.
3. RMSA is concerned about the structure of all the Standing Committees, as they appear to be functioning on behalf of the Council.
4. RMSA is concerned about how the *draft* rules were developed. If they were developed independently by three or more Council members their actions in developing these rules may have been in violation of the Open Public Meetings Act.
5. The section on executive sessions is weak. As you know, too many Councils approach executive sessions as a way to not have the tough discussion/decisions made in Open Public Meeting. Councils need to remember that the OPMA is to be liberally construed and there are a limited number of exceptions to the OPMA where a council can go legally into executive session.

MRSC's publication Mayor Council Handbook is a great resource and every elected official should have their own copy. It also has a great example of Sample City Council Rules of Procedure for Mayor-Council Code Cities such as Black Diamond. The entire publication can be accessed at:

<https://www.awcnet.org/Portals/0/Documents/Publications/MayorCouncilmemberHandbook.pdf>. MRSC's publication Knowing the Territory is also a great free resource for cities.

RMSA is available to provide training in the basic Public Officials Principles covering such topics as the role of the Council the role of the administration, OPMA, executive sessions, meeting dynamics.

Let me know if you have any other questions.

Roger Neal

RMSA Program Manager

Member Pooling Programs

Association of Washington Cities

Disclaimer: Public documents and records are available to the public as provided under the Washington State Public Records Act (RCW 42.56). This e-mail may be considered subject to the Public Records Act and may be disclosed to a third-party requestor.

From: Carol Morris [mailto:carol_a_morris@msn.com]

Sent: Tuesday, January 19, 2016 3:06 PM

To: Roger Neal <rogern@awcnet.org>; Lynda Hummel, CPCU, ARM <lyndah@awcnet.org>

Cc: bmartinez@ci.blackdiamond.wa.us; cbenson@ci.blackdiamond.wa.us

Subject: Black Diamond -- confidential

Good afternoon: Three Black Diamond Councilmembers have proposed that the City amend the Council rules (attached). I have identified some problems with these amendments in a confidential memo (also attached).

I discussed this with the Mayor, and she asked me to forward this to you so that you could provide us with information on the issue whether, if the amendments were adopted, the City's insurance coverage might be affected by these amendments. This is a very long memo, so I highlighted the sections that I thought which would be of most interest to you.

The three Councilmembers asked that this be adopted in a special meeting last week and because that was unsuccessful, they now ask that this be on the Council agenda for this Thursday. In other words, time is of the essence!

Thanks for your help.

Carol Morris, Morris Law, P.C.

3304 Rosedale Street N.W., Suite 200

Gig Harbor, WA 98335

(253) 851-5090

F: (360) 850-1099

carol@carolmorrislaw.com

Website: carolmorrislaw.com

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CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Res No. 16-1080, authorizing the Mayor to execute an agreement with ReturnMeds for the medicine return program through the Police Department	Agenda Date: March 17, 2016	
	AB16-022	
	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	
Cost Impact (see also Fiscal Note): \$	Police – Chief Kiblinger	X
Fund Source: --	Public Works – Seth Boettcher	
Timeline:	Court – 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: Proposed Resolution No. 16-1080; Agreement		
SUMMARY STATEMENT: <p>In 2013, the King County Board of Health passed a rule and regulation to create a drug take-back system for King County residents. The goal of the take-back program is to protect public health and the environment by reducing the amount of medicines available for misuse and keeping waste medicines out of waterways and water supplies.</p> <p>In October 2015, King County approved ReturnMeds as the only standard plan for King County.</p> <p>This agreement would allow for an establishment of a convenient, safe, secure and environmentally sound medicine return program for unwanted medicines from households through ReturnMeds, a pharmaceutical collection and disposal program that covers the cost of collection, transportation, and hazardous waste disposal, and does not rely on government funding.</p> <p>FISCAL NOTE (Finance Department): There is no cost to the city for this program other than staff time, which is budgeted and minimal. Designated staff are responsible for installing and removing the inner liners from the ReturnMeds Kiosks.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-1080, authorizing the Mayor to execute an agreement with ReturnMeds in support of a secure, convenient medicine return program to reduce the public safety and environmental impacts of unwanted medicines.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 17, 2016		

RESOLUTION NO. 16-1080

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH RETURNMEDS IN SUPPORT OF A
SECURE, CONVENIENT MEDICINE RETURN PROGRAM
TO REDUCE THE PUBLIC SAFETY AND
ENVIRONMENTAL IMPACTS OF UNWANTED MEDICINES**

WHEREAS, each day, 44 people in the United States die from overdose of prescription painkillers; and

WHEREAS, 54.2% of prescription drug users get them free from a friend or relative; and

WHEREAS, prescription medicines are the drug of choice among 12 and 13 year olds; and

WHEREAS, unwanted medicines left in the home could increase opportunities for drug abuse, drug diversion, and accidental poisoning; and

WHEREAS, the City of Black Diamond desires to provide a location for the collection of unwanted and/or waste pharmaceuticals for its citizens; and

WHEREAS, ReturnMeds has elected to operate a pharmaceutical collection and disposal program in Black Diamond; and

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

Section 1. The City Council hereby supports the establishment of a convenient, safe, secure and environmentally sound medicine return program for unwanted medicines from households through ReturnMeds, a pharmaceutical collection and disposal program that covers the cost of collection, transportation, and hazardous waste disposal, and does not rely on government funding.

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

MASTER SITE COLLECTION AGREEMENT

THIS RETURNMEDS MASTER SITE COLLECTION AGREEMENT ("**Master Agreement**") is dated as of _____ (the "**Effective Date**"), and is between ReturnMeds LLC ("ReturnMeds"), a Delaware company with its principal place of business at 1000 Parkwood Circle, Suite 200, Atlanta, Georgia 30339, and the City of Black Diamond, a Washington municipal corporation located at 25510 Lawson Street, Black Diamond, WA 98010 ("**Collector**" or "**you**").

RECITALS

A. WHEREAS, ReturnMeds has elected to operate pharmaceutical collection and disposal programs in King County, Washington, and potentially other jurisdictions in the future;

B. WHEREAS, ReturnMeds engages third parties to serve as locations within these programs where unwanted and/or waste pharmaceuticals may be deposited, by ultimate users, in onsite, secure kiosks provided by ReturnMeds for later disposal;

C. WHEREAS, ReturnMeds promotes participating third-party collection locations on its website and encourages individuals to deposit unwanted and/or waste pharmaceuticals at such locations; and

D. WHEREAS, Collector desires to provide locations at which unwanted and/or waste pharmaceuticals may be deposited in ReturnMeds' kiosks pursuant to the pharmaceutical stewardships laws in effect in the jurisdictions in which those locations are located;

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this agreement, the following definitions apply:

(a) "**Agreement**" means this Master Agreement and any Exhibit attached hereto and incorporated herein.

(b) "**Collection Location(s)**" means the location(s) specified on Exhibit C to this Agreement where Eligible Depositors may deposit Covered Drugs at ReturnMeds Kiosks for pickup by Designated ReturnMeds Transporter(s). Collection Locations may include Long-Term Care Facilities.

(c) "**Covered Drugs**" means, for each Covered Territory, the pharmaceuticals governed by the Pharmaceutical Stewardship Law of that Covered Territory, as indicated in Exhibit A under that Covered Territory's name.

(d) "**Eligible Depositors**" means, for each Covered Territory, the individuals and entities eligible under the Pharmaceutical Stewardship Law of that Covered Territory to deposit Covered Drugs at a Collection Location, as indicated in Exhibit A under that Covered Territory's name.

(e) "**Covered Territory**" means a Territory listed in Exhibit A.

(f) "**Designated Collector Employees**" means employees of a Collector who are trained regarding the proper oversight and use of the ReturnMeds Kiosks and who: (i) prepare deposited Covered Drugs for pickup by Designated ReturnMeds Transporters; and/or (ii) supervise the pickup of Covered Drugs from a Collection Location(s).

(g) "**Designated Employees**" means Designated Collector Employees and/or Designated LTCF Employees, as determined by the context of its use.

(h) "**Designated LTCF Employees**" means employees of a Long-Term Care Facility who are trained regarding the proper oversight and use of the ReturnMeds Kiosks and who: (i) along with Designated Collector Employees, prepare deposited Covered Drugs for pickup by Designated ReturnMeds Transporters; and/or (ii) along with Designated Collector Employees, supervise the pickup of Covered Drugs from a Long-Term Care Facility.

(i) "**Designated ReturnMeds Transporters**" means the third parties responsible for picking up Covered Drugs from Collection Locations in the Covered Territory(ies) and transporting the Covered Drugs for disposal.

(j) "**Inner Liner**" means an inner liner within a ReturnMeds Kiosk used for the collection of Covered Drugs.

(k) "**Laws**" means any and all federal, state, and local laws, rules, regulations, orders, and ordinances, including but not limited to any U.S. Drug Enforcement Agency regulations and any Pharmaceutical Stewardship Laws enacted by a Covered Territory concerning or relating to the collection, handling, transport, and/or disposal of pharmaceuticals.

(l) "**Long-Term Care Facility**" means a long-term care facility at which Collector is authorized under applicable Laws to have a ReturnMeds Kiosk installed for Eligible Depositors to dispose of Covered Drugs.

(m) **"Pharmaceutical Stewardship Law"** means a law governing the collection and disposal of pharmaceuticals.

(n) **"Regulated Stewards"** means an entity responsible under a Pharmaceutical Stewardship Law for the collection and disposal of Covered Drugs.

(o) **"ReturnMeds Kiosk"** means a secure pharmaceutical collection receptacle provided by ReturnMeds at a Collection Location during the Term of this Agreement and used by Eligible Depositors to deposit Covered Drugs at that Collection Location.

(p) **"ReturnMeds Website"** means the collection of web pages accessible via the Internet at <http://www.call2recycle/returnmeds.org>.

(q) **"Stewardship Plan"** means a Covered Territory-specific pharmaceutical collection and disposal plan developed by ReturnMeds on behalf of Regulated Stewards to meet the requirements of that Covered Territory's Pharmaceutical Stewardship Law and submitted to the governmental entity responsible for review, approval, and/or oversight of the plan in accordance with that Covered Territory's Pharmaceutical Stewardship Law.

(r) **"Stewardship Program"** means a Covered Territory-specific pharmaceutical collection and disposal program operated by ReturnMeds on behalf of Regulated Stewards in accordance with an approved Stewardship Plan.

(s) **"Term"** means an Initial Term or a Renewal Term, as those terms are defined in Section 5 of this Agreement.

(t) **"Territory"** means a specific State, county, or city located within the fifty (50) United States, the District of Columbia, the Commonwealth of Puerto Rico, or any Province of Canada, in which ReturnMeds operates a Stewardship Program.

2. COLLECTOR SERVICES AND RESPONSIBILITIES.

(a) Collector shall allow ReturnMeds to install ReturnMeds Kiosks containing Inner Liners at each Collection Location listed in Exhibit C in secure, controlled locations acceptable to both Collector and ReturnMeds and in accordance with all Laws, including but not limited to DEA regulations at 21 C.F.R. Part 1317. Each ReturnMeds Kiosk shall remain at the Collection Location at which it is installed and be available to Eligible Depositors to dispose of Covered Drugs for the entirety of each Term of this Agreement unless agreed to otherwise in writing by both Parties.

(b) Collector shall allow Eligible Depositors in the Covered Territory(ies) to deposit Covered Drugs in the ReturnMeds Kiosks during regular business hours.

(c) Collector shall use reasonable efforts to prevent anyone other than Eligible Depositors to deposit Covered Drugs into the ReturnMeds Kiosks.

(d) Collector shall not charge Eligible Depositors any fees to deposit Covered Drugs into the ReturnMeds Kiosks.

(e) Collector shall make every reasonable effort to not allow anything other than Covered Drugs to be deposited into the ReturnMeds Kiosks.

(f) Collector shall ensure the proper training of Designated Employees regarding the installation, oversight, use and removal of ReturnMeds Kiosks and Inner Liners.

(g) Collector shall periodically inspect the ReturnMeds Kiosks to monitor general wear and tear and shall promptly inform ReturnMeds if the ReturnMeds Kiosks are in need of maintenance or repair.

(h) Collector hereby acknowledges that ReturnMeds will provide shipping containers and labels for the pickup and disposal of Covered Drugs on behalf of Regulated Stewards participating in a Stewardship Program in one or more Covered Territory(ies). Upon request, Collector shall provide ReturnMeds and/or its Regulated Stewards with any information they reasonably require to demonstrate compliance with applicable Laws.

(i) Each installed ReturnMeds Kiosk shall remain under the sole control and custody of Collector for the entire Term of this Agreement. Collector shall comply with the procedures in Exhibit B to this Agreement regarding the operation and security of the ReturnMeds Kiosks and the handling and removal of Covered Drugs from ReturnMeds Kiosks and/or Collection Locations.

(j) Collector shall comply with all applicable Laws in the performance of its obligations under this Agreement.

(k) Collector shall operate its Collection Locations in compliance with all applicable Laws.

(l) Collector agrees that ReturnMeds may list the Collection Locations on the ReturnMeds Website. ReturnMeds may make use of Collector's brand names and/or logos, if any, in statements related to a Stewardship Plan or Stewardship Program that appear on the ReturnMeds Website and/or other print and electronic materials, including, but not limited to, banners, brochures, and press releases pertaining to that plan or program, *provided*, however, that such statements shall not assert or imply that Collector is participating in a Stewardship Plan or Stewardship Program that is not indicated on Exhibit A, which is attached hereto and incorporated into this Agreement.

3. RETURNMEDS RESPONSIBILITIES.

(a) ReturnMeds will install ReturnMeds Kiosks containing Inner Liners at Collection Locations at a time mutually agreeable to the Parties. The ReturnMeds Kiosks will be installed in accordance with: (i) the requirements of this Agreement; (ii) the Stewardship Program for the Covered Territory in which the ReturnMeds Kiosk is located; and (iii) all applicable Laws, including but not limited to 21 C.F.R. Part 1317.

(b) ReturnMeds will:

(i) upon installation of a ReturnMeds Kiosk at a Collection Location, promptly publish that Collection Location on the ReturnMeds Website. ReturnMeds shall promptly update the ReturnMeds Website to reflect any changes to the Collection Locations; and

(ii) if required by a Covered Territory, inform the regulatory agency responsible for implementing the Covered Territory's Pharmaceutical Stewardship Law that the Collection Location(s) is/are part of the Stewardship Program in the Covered Territory.

(c) ReturnMeds will provide training to Designated Employees regarding the proper oversight and use of the ReturnMeds Kiosks and the installation and removal of Inner Liners.

(d) ReturnMeds shall use its best efforts to ensure that the Designated ReturnMeds Transporter(s):

(i) complies with the procedures in Exhibit B to this Agreement regarding the transportation of Covered Drugs to an approved destruction facility.

Notwithstanding section 3(d)(i) above, the Designated ReturnMeds Transporter(s) may refuse to pick up Covered Drugs if the Inner Liner is not prepared for pickup in accordance with Exhibit B and any applicable Law.

(e) ReturnMeds shall arrange for all Covered Drugs that are picked up from Collection Location(s) to be disposed of in accordance with all applicable Laws.

(f) ReturnMeds and ReturnMeds Transporters shall comply with all applicable Laws in the performance of its obligations under this Agreement.

4. HANDLING FEES.

ReturnMeds shall not be obligated to pay Collector any fees for any activities described by this Agreement.

5. DURATION AND TERMINATION OF AGREEMENT.

(a) This Agreement shall be in effect from the Effective Date through the end of the second calendar year following the first anniversary of the Effective Date (the "**Initial Term**"). The agreement shall be automatically renewed annually thereafter on a calendar year by calendar year basis (each a "**Renewal Term**") unless terminated as provided in subsection (b) below. Either Party may decline to renew this Agreement, with or without cause, by providing to the other Party at least ninety (90) calendar days' written notice prior to the expiration of the Term then in effect a notice of non-renewal.

(b) This Agreement may be terminated at any time as provided below:

(i) By mutual agreement of the Parties; *provided*, however, that no such agreement shall be valid unless it is in writing and is signed by both Parties;

(ii) By either Party pursuant to Section 11; and

(i) By either Party following ten (10) calendar days' written notice in the event that:

(A) the other Party commits a material breach of this Agreement, and that breach is not cured within thirty (30) calendar days after that Party has received written notice of the breach;

(B) A proceeding is filed by or against the other Party under any chapter of the federal bankruptcy laws;

(C) A trustee or receiver is appointed for the other Party; or

(D) If the other Party is privately held, there is a change of ownership of the other Party.

(c) If this Agreement expires or is terminated for any reason, the provisions relating to confidentiality, governing law, dispute resolution, jurisdiction, indemnification, and liability shall remain in effect.

7. INDEMNIFICATION.

(a) Each Party (an "**Indemnifying Party**") shall indemnify and hold harmless the other Party and its successors, assigns, directors, officers, employees, agents, and representatives (the "**Indemnified Party**") from and against any and all liabilities, demands, causes of action, lawsuits governmental agency actions, losses and damages of all kinds, fines, penalties, costs and expenses, as well as any and all claims

for any of the foregoing, including, but not limited to, reasonable attorneys' fees and costs of court, arising from or relating to the Indemnifying Party's negligence or willful misconduct.

(b) The Indemnifying Party shall (i) defend at its own cost and through counsel of its own choice or (ii) settle, subject to the approval of the other Party, such approval not to be unreasonably conditioned, withheld or delayed, any actions or suits against the other for which it is responsible hereunder and shall reimburse the other for reasonable attorneys' fees, interest, costs of suit, and all other expenses incurred by the other in connection therewith.

(c) The Indemnified Party shall (i) provide the Indemnifying Party with prompt written notice of any claim, suit, or proceeding for which the indemnified Party is seeking indemnity, and (ii) reasonably cooperate with the defense or settlement negotiations, as the case may be, conducted by the Indemnifying Party.

(d) Except as otherwise set forth in this Agreement, each party will assume liability for itself, for its employees and agents, and for any injury to persons or property resulting in any manner from the conduct of its own operations.

(e) Nothing in this Section 7 shall bar any legal remedies that either Party may have against the other Party for failure to fulfill obligations arising under this Agreement.

8. LIMITATION OF LIABILITY.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OR ALLEGED TO ARISE OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR CUSTOMER GOODWILL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TITLE TO COVERED DRUGS.

Title to Covered Drugs and any other materials deposited at ReturnMeds Kiosks shall remain with Collector until removed from ReturnMeds Kiosks by the Designated ReturnMeds Transporter(s).

10. DISPUTE RESOLUTION.

(a) If either Party wishes to inform the other Party of a dispute arising under or connected with this Agreement, the Party will promptly notify the other Party in writing of the dispute. The Parties will seek to resolve the dispute informally.

(b) If the dispute has not been resolved informally within thirty (30) calendar days after the receipt of written

notice either party may file a lawsuit to enforce this Agreement in Pierce County Superior Court, Pierce County Washington. The prevailing (or substantially prevailing party shall be reimbursed by the other party for its reasonable attorneys' fees, expert witness fees and costs. ,

(c) Nothing in this Agreement limits your right or the right of ReturnMeds to seek a preliminary injunction against the other Party pending the resolution of the dispute or lawsuit.

11. ASSIGNMENT.

This Agreement and any or all of ReturnMeds' obligations hereunder may be assigned by ReturnMeds to any successor entity(ies). This Agreement may not be assigned by you other than to an entity controlled by or in common control with you.

12. UNFORESEEN OCCURRENCES.

Any delay or failure by either Party in the material performance of its obligations arising under this Agreement shall be excused if and to the extent the failure is due to a cause or causes beyond the reasonable control of the Party ("Force Majeure"); *provided*, however, that the Party affected by Force Majeure must give the other Party prompt written notice of the delay and must be diligent in attempting to remove such cause or causes. Force Majeure includes, but is not limited to, acts of God, strikes, action of regulatory agencies, fire, flood, wind storm, explosion, riot, war, and sabotage. If the Force Majeure is not rectified within sixty (60) calendar days of written notice, Collector or ReturnMeds (as the case may be) may terminate this Agreement. Such termination of the Agreement will be effective thirty (30) calendar days after Collector or ReturnMeds provide written notice of such termination.

13. NO AGENCY.

Collector is not the agent of ReturnMeds for any purpose. ReturnMeds is the agent of Collector for any purpose. Nothing in this Agreement shall be interpreted to create such an agency relationship between the Parties. Neither ReturnMeds nor Collector shall represent that either Party is an agent of the other Party.

14. AUTHORITY.

By executing this Agreement, each signatory represents that the entity on behalf of which he or she is signing is authorized to be bound by it, and that he or she has authority to bind that entity for purposes of this Agreement.

15. NOTICE.

Any notice required under this Agreement must be in writing and delivered by hand, by certified or registered mail with the proper postage and return receipt requested, by a nationally-recognized overnight delivery service, or by confirmed electronic delivery. These notices must be sent to a Party at the address set forth below, unless that Party has provided a new address in writing:

TO RETURNMEDS:

Roxane Peggs
ReturnMeds LLC
1000 Parkwood Circle
Suite 200
Atlanta, GA 30334
Phone: 678-419-9900
Fax: 678-419-9986
Email: rpeggs@call2recycle.org

TO CUSTOMER:

Customer Name:

Mayor Carol Benson
City of Black Diamond
15510 Lawson Street
Black Diamond, WA 98010
Email: cbenson@ci.blackdiamond.wa.us

Notice shall be deemed effective only when it has been received by the intended recipient, or when the intended recipient refuses receipt. Either Party may change the notice address by following the procedure established by this Section.

16. CONFIDENTIALITY.

Neither Party shall, without the other Party's prior written consent, at any time (i) use any confidential information for any purpose other than in connection with this Agreement, or (ii) disclose any portion of any confidential information to third parties except as may be required by law or except disclosure to auditors, attorneys, accountants or consultants retained by a Party in the course of business who agree to be bound by confidentiality obligations such as those provided in this Agreement. If a Party is required to disclose any confidential information pursuant to an order or requirement of a court, administrative agency, or other governmental body, the Party shall provide prompt written notice of such order or requirement to the other Party so that the other Party may seek a protective order, and the Disclosing Party shall use reasonable efforts to cooperate

with the other Party in its efforts to obtain a protective order.

17. CONSTRUCTION, MODIFICATION, AND INTERPRETATION OF AGREEMENT.

(a) This Agreement shall be interpreted pursuant to the laws of the State of Washington and shall be deemed to have been entered into in the State of Washington.

(b) No modification of this Agreement shall be valid unless it is in writing and is signed by the duly authorized representatives of both Parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and is signed by the Party against whom it is sought to be enforced. The failure of any Party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth in this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement, or understanding at a future time.

(c) Each Party hereto irrevocably consents to the jurisdiction of Pierce County Superior Court, Pierce County, Washington, or the federal court of the Western District of Washington, Tacoma, WA, in connection with any action by ReturnMeds arising out of or relating to this Agreement. In any such action, each Party waives personal service of any summons, complaint, or other process and agrees that the service thereof may be made by certified or registered mail directed to the Party at its address as set forth herein. Each Party also irrevocably waives any objection to the lack of venue of any action by ReturnMeds arising out of this Agreement in the courts listed above, and irrevocably waives and agrees not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum.

(d) In the event that any particular provision of this Agreement is found to be invalid or unenforceable, it is the intent of the Parties that the Agreement be construed or reformed to the fullest extent possible so as to conform to the manner in which it was originally intended to operate.

(e) This Agreement may be executed in identical counterparts which, taken together, shall be considered a single instrument.

(f) The headings and captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The use of the word "including" herein shall mean "including without limitation."

IN WITNESS THEREOF, the parties are signing this agreement as of the Effective Date set forth above.

ReturnMeds:

ReturnMeds LLC

1000 Parkwood Circle, Suite 200

Atlanta, GA 30339

By: _____

Printed Name: _____

Title: _____

E-mail: _____

COLLECTOR:

Corporate Name: _____

Corporate Address: _____

By: _____

Printed Name: _____

Title: _____

E-Mail: _____

Exhibit A

Covered Territory	Pharmaceutical Stewardship Law	Covered Drugs	Eligible Depositors	Collection Locations
King County, Washington	King County Board of Health Secure Medicine Return Regulations, Chapter 11.50 of the King County, Washington, Board of Health Code	"Covered Drugs" as defined in Section 11.50.030(B) of the King County, Washington, Board of Health Code	"Covered Entities" as defined in Section 11.50.030(C) of the King County, Washington, Board of Health Code	

Exhibit B

PROCEDURES FOR HANDLING AND REMOVAL OF COVERED DRUGS

1. Each ReturnMeds Kiosk provided by ReturnMeds will include Inner Liners for the collection of Covered Drugs that meet all U.S. Drug Enforcement Administration requirements governing the disposal of Covered Drugs, including but not limited to the requirements in 21 C.F.R. Part 1317. Each individual Inner Liner provided to a Collector will have a unique ID number. The Parties shall document the ID numbers of the Inner Liners received by Collector from ReturnMeds.
2. Employees of Designated Collectors shall install and/or remove Inner Liners from ReturnMeds Kiosks. At least two Designated Collector Employees shall supervise such installation and/or removal, except that one Designated Collector Employee and one Designated LTCF Employee (together, "**Co-Designated Employees**") may install and/or remove or supervise such installation and/or removal of Inner Liners at Long-Term Care Facilities.
3. All Inner Liners containing deposited Covered Drugs shall be sealed immediately upon removal from a ReturnMeds Kiosk by at least two Designated Collector Employees or, at a Long-Term Care Facility, by Co-Designated Employees.
4. If Designated Collector Employees or Co-Designated Employees remove and seal an Inner Liner containing Covered Drugs from a ReturnMeds Kiosk before a Designated ReturnMeds Transporter arrives at a Collection Location for pickup, they shall document the removal and sealing of the Inner Liner and indicate the unique ID number of the Inner Liner and the date and time of removal. They shall also: (i) install a new Inner Liner in the ReturnMeds Kiosk and document such installation by indicating the unique ID number of the Inner Liner and the date and time of installation; (ii) ensure that the ReturnMeds Kiosk is properly secured after installation of the new Inner Liner; and (iii) ensure that sealed Inner Liners containing Covered Drugs are properly stored, all in accordance with U.S. DEA regulations and all other applicable Laws, before pickup by a ReturnMeds Transporter.

Exhibit C

Locations included on this Master Site Collection Agreement:

Black Diamond Police Department
25510 Lawson Street
Black Diamond, WA 98010

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: March 17, 2016	AB16-023
Resolution No. 16-1081 authorizing the Mayor to sign a contract with PumpTech, Inc. to supply and install a new 12 pound per day On-Site Sodium Hypochlorite Generation System	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): \$61,175	Public Works – Seth Boettcher	X
Fund Source: WSFFA Partners	Court – Stephanie Metcalf	
Timeline: Spring 2016		
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. 16-1081; Small Works Contract; PumpTech Bid Proposal is exhibit A to the contract		
<p>SUMMARY STATEMENT:</p> <p>The existing on-site chlorine sodium hypochlorite generation system, which injects the City's water supply with chlorine, is beyond its useful life and is incapable of producing enough chlorine for higher daily pumping levels. This need was recognized and included as subset of the Springs Reconstruction project, W1 in the City's Capital Improvement Plan.</p> <p>The City advertised and received bid proposals from three different vendors. Upon review of the bid proposals the staff is recommending the award of the project to PumpTech, Inc.</p> <p>FISCAL NOTE (Finance Department):</p> <p>The upgrade of the chlorine system is included in the City's Springs Reconstruction project, which is funded by Oak Pointe, Inc. and Palmer Coking Coal as agreed to in the City's Water Supply and Facilities Funding Agreement (WSFFA). The Springs Reconstruction project is included in the City's Capital Improvement Plan and included in the 2016 budget.</p> <p>The City has received funds from the Water Supply and Facilities Funding Agreement partners and has \$153.609.21 on deposit to cover 100% of the expenses for this project.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-1081 authorizing the Mayor to sign a contract with PumpTech, Inc. to supply and install a new 12 pound per day On-Site Sodium Hypochlorite Generation System for the City's Springs water source.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 17, 2016		

RESOLUTION NO. 16-1081

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON FOR A
CONTRACT WITH PUMPTech, INC TO SUPPLY AND
INSTALL A NEW ONSITE SODIUM HYPOCHLORITE
GENERATION SYSTEM**

WHEREAS, The existing on-site chlorine sodium hypochlorite generation system is beyond its useful life and will not produce enough chlorine for any higher daily pumping levels; and

WHEREAS, The upgrade of the chlorine system was included in the Springs Reconstruction project as funded by and contemplated in the City's Water Supply and Facilities Funding Agreement with the major land owners of the City; and

WHEREAS, The City has included the springs reconstruction in the City's Capital Improvement Plan; and

WHEREAS, The City has called for funds for this project and the City has received funds to cover 100% of the expense of this project; and

WHEREAS, The City has advertised and received bid proposals from three different vendors; and

WHEREAS, The City has evaluated the proposals and selected PumpTech Inc. to supply and install the equipment,

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

Section 1. The Mayor is hereby authorized to sign a contract with PumpTech, Inc to supply and install a new 12 pound per day On-Site Sodium Hypochlorite Generation System for the City's water system.

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

Department of Public Works
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010

PUBLIC WORKS CONTRACT SMALL WORKS (WITH BOND)

1. **Contract and Parties.** This Public Works Contract-Small Works ("Contract") is between the CITY OF BLACK DIAMOND, King County, Washington ("City"), a Washington municipal corporation and **PumpTech, Inc.** ("Contractor"), a corporation organized under the laws of the State of Washington, whose address is 12020 SE 32nd Street, Suite 2, Bellevue, WA 98005. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment and performing work for the City ("the Project"), generally described as:

Upgrade and Replacement of the City's On-site Sodium Hypochlorite Generation System with a ClorTec OSHG System, as described in Exhibit "A" incorporated herein by this reference,
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY CONTACT INFORMATION

CONTRACTOR CONTACT INFORMATION

CITY OF BLACK DIAMOND	PumpTech, Inc.
Mailing: P.O. Box 599	Doug Davidson
Delivery: 24301 Roberts Drive	12020 SE 32 nd Street, Suite 2
Black Diamond, Washington 98010	Bellevue, WA 98005
Contact: Seth Boettcher	Tax I.D. #
Phone: (360) 886-5700	Ph: 425-644-8501
Fax: (360) 886-2592	Fax: 425-5629213
Email: sboettcher@ci.blackdiamond.wa.us	e-mail: pumptech@pumptechnw.com

5. **Notice to Proceed.** Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. The City expects to issue a notice of award on or about March 18th, 2016. Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. July 8th, 2016 shall be the deadline for delivery of the equipment and completion of all work in accordance with the terms and conditions of the Contract. The deadline for completion of work may be extended, if the notice to proceed is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. *In general.*

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.

Documents incorporated by reference. All terms and specifications contained in any Request for Proposals (RFP) that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) the WSDOT Standard Specs for Road, Bridge and Municipal Construction and (4) Exhibit A, attached hereto, which includes the following:

1. The advertisement for the equipment and installation,
2. The Request for Proposals
3. Vicinity Map
4. Mechanical Plan for Chlorine equipment placement
5. PumpTech Inc. Proposal
 - Tab 1 - Quote
 - Tab 2 - Warranty
 - Tab 3 - Customer Service Data
 - Tab 4 - Support Data
 - Tab 5 - De Nora Chlortec Equipment Supplier Data
 - Tab 6 - References
 - Tab 7 - Life Cycle cost

- (3) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.

- (4) Work Hours. Contractor shall not work on weekends. On Mondays through Thursdays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. Contractor shall not start work before 7:00 AM on Fridays. Contractor must be off the street and shall not work after 3:30 PM on Fridays.
- (5) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors. The City will provide the Contractor with a gate key for access to the work site and pump house. The Contractor must keep the City's Utilities Superintendent, Dan DalSanto, (360-886-5712) informed as to the days that they will be working.
- (6) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.
- (7) Shipment time The contractor shall order the chlorine generation equipment within 5 days of receiving a notice to proceed. If the chlorine equipment is not delivered to the project site, as identified on the vicinity map in the attached Exhibit "A" and locked inside the pump house, within 18 weeks from the date of the notice to proceed, the City shall deduct \$1000 from the payment due the contractor in Section 7 herein, or, in the City's discretion, the City may terminate this contract as provided in Section 12 herein.
- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.

- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. *Work Performance.*

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.
For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is January 15th, 2016. A copy of prevailing wage rates are also available for viewing at the office of the City, located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project.
- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.3 above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. The project shall be completed by July 8th, 2016. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.

- (6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. Non-Discrimination.

- (1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

7. **Compensation.** Compensation shall be by Lump Sum of \$61,175.00 plus sales tax. The City shall pay the applicable sales tax to the contractor, and the contractor shall be responsible to pay the sales taxes to the state as required by law.

8. **Payment.**

A. The City shall not be responsible for any payments to the contractor until the Clor Tech OSHG System is delivered to the City project site as identified on the vicinity map in the attached Exhibit "A" and locked within the pump house. Upon delivery, the contractor shall provide the City with the necessary documentation of ownership, including, but not limited to, a Bill of Sale (which will state that the equipment is fully paid for and that there are no liens on the equipment) and applicable warranty. Once these documents are delivered to the Public Works Director, the contractor may send an invoice to the City for the cost of the equipment delivered.

B. The contractor shall submit a final invoice to the City for the balance of the full contract amount once the chlorine system is installed, operational and acceptable to the City.

C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice.

D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of

acceptable performance or an admission by the City that any work has been satisfactorily completed.

E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

9. **Performance and Payment Bond.** Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount including tax guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract.

Initial: _____ (Contractor)

10. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.
12. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

13. Responsibility Criteria and Verification by Contractor. Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. Responsibility Criteria.

(1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

B. Requirement to verify subcontractors. Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

14. Insurance.

- A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees, subcontractors or agents (who are not otherwise covered by Contractor's 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 Contractor, its employees, subcontractors or agents.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows

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. The policy shall provide contractual liability coverage.

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

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

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

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

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

3. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions.

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.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, Employer's Liability and Builders Risk insurance:

1. Contractor'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 Contractor's insurance and shall not contribute with it.

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

3. Contractor, at the City's request, shall provide to the City a complete copy of requested policy(ies) and not just certificates.

4. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor'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.

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

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

H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

15. Claims for damages.

A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.

B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all

claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.

- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The following provision shall control over any other indemnification provision in the Contract Documents. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

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

17. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor.

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

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

20. Extent of Contract/Modification. This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF BLACK DIAMOND

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corp. officer signature (not contract signer)

Printed

Title

State of _____

County of _____

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

Subscribed and sworn to before me this _____ day of _____,
20_____

Notary Public (Signature)

Notary Public (Print)
My commission expires _____

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

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

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

_____ (1) Retained in a fund by the City.

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

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

Contractor Signature

Date

PERFORMANCE AND PAYMENT BOND

**CITY OF BLACK DIAMOND
ON SITE SODIUM HYPOCHLORITE GENERATION SYSTEM
By Contract authorized by City resolution xxx**

Bond to City of Black Diamond, Washington

Bond No. _____

We, _____, and _____,
(Principal) (Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Black Diamond, Washington ("Owner"), in the penal sum of _____ Dollars (\$_____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 2016 by resolution xxx, ("Contract") between Principal and Owner for a project entitled Black Diamond On-Site Sodium Hypochlorite Generation System. The initial penal sum shall equal 100 percent of the Total Bid Price, including sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

- Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project; and
- Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

- Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the contract, or
- Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

Principle and Surety agree that if the Owner is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Owner's reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

CITY OF BLACK DIAMOND
Contract authorized by Resolution xxx
Performance and Payment Bond

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in King County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By _____
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

CITY OF BLACK DIAMOND
Contract authorized by Resolution xxx
Performance and Payment Bond

ACKNOWLEDGEMENT

Corporation, Partnership, or Individual

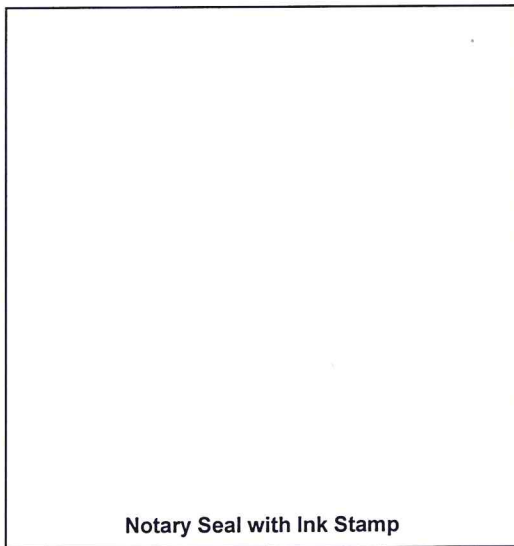
STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the (check one of the following boxes):

- ☐ _____ of _____, the
corporation,
- ☐ _____ of _____, the
partnership,
- ☐ **individual,**

that executed the foregoing instrument to be the free and voluntary act and deed of said ☐ corporation,
☐ partnership, ☐ individual for the uses and purposes therein mentioned, and on oath stated that ☐ he
☐ she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at _____

My Commission expires: _____

CITY OF BLACK DIAMOND
Contract authorized by Resolution xxx
Performance and Payment Bond

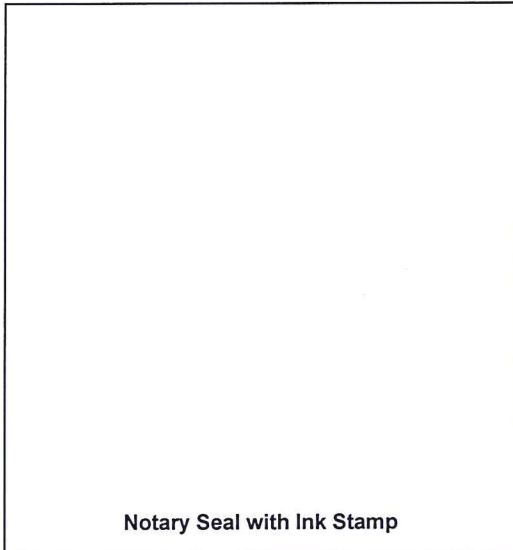
SURETY ACKNOWLEDGEMENT

STATE OF _____)
_____)ss.

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ☐ he ☐ she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at: _____

My Commission expires: _____

CITY OF BLACK DIAMOND
Contract authorized by Resolution xxx
Performance and Payment Bond

EXHIBIT "A"

REQUEST FOR PROPOSALS (RFP)
NOTICE TO EQUIPMENT SUPPLIERS AND CONTRACTORS

The City of Black Diamond Public Works Department is requesting proposals for the a new
On-Site Sodium Hypochlorite Generation System.

RECEIPT OF PROPOSALS: Proposals will be received by the City of Black Diamond until **10:30 am (as determined by the clock in the Clerk's office) on Tuesday January 5th, 2016.** Proposals may be delivered to City Hall, 24301 Roberts Drive, Black Diamond, Washington 98010 or mailed to the mailing address of P.O. Box 599, Black Diamond, Washington 98010 or submitted electronically to shanis@ci.blackdiamond.wa.us identified in the subject as chlorine upgrade proposal. **Proposals mailed to the address set forth for *delivery* of Proposals will not be delivered by the postal service.** Any Proposals received after the specified time and date will not be considered.

COMPLETION OF WORK: It is the intent of the Contract that all physical work be performed within a single time period of not more than 60 consecutive working days, but ending no later than April 29, 2016. The Contractor shall substantially complete all physical Contract Work not later than April 8, 2016.

DESCRIPTION OF WORK: The City of Black Diamond would like to upgrade their existing on-site sodium hypochlorite generation system at their existing North Bank Pump Facility near the Green River to meet increasing water demands. The City is requesting proposals from qualified On-Site Sodium Hypochlorite Generation manufacturers for the manufacture, supply and installation of a 12 lb. per day chlorination system to be incorporated and retrofit into the City's North Bank Pump Facility. An existing facility drawing and layout is attached. The contract will be subject to regulations of the Departments of Labor and Housing and Urban Development.

SITE OF WORK: The Project is located 2 miles southeast of Black Diamond on a locked gated gravel road (see vicinity map in packet materials).

OBTAINING CONTRACT DOCUMENTS: Pump House Plan, submittal requirements, project information vicinity map and contract be viewed or ordered on-line by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Black Diamond". Any addenda or changes to the RFP documents will be posted on the Builders Exchange website; it is the bidder's responsibility to ensure they have acquired all addenda prior to submitting a proposal.

PROPOSALS TO REMAIN EFFECTIVE: The Proposal submitter shall guarantee the proposal and be prepared to sign a contract with the City for a period of 90 calendar days from the date of proposal submittal.

PROJECT ADMINISTRATION: All communications relating to the Project shall be directed to the following Project Representative prior to the opening of the Bids:

Scott Hanis, Capital Project Manager
24301 Roberts Drive (delivery)
PO Box 599 (mailing)
Black Diamond, WA 98010
shanis@ci.blackdiamond.wa.us

OWNER'S RIGHTS RESERVED: The City of Black Diamond reserves the right to reject any or all Bids and to waive informalities in the bidding process. The Agreement will be awarded to the proposal that best meets the needs serves the interests of the City of Black Diamond.

Request for Proposal

City of Black Diamond

On-Site Sodium Hypochlorite Generation System

The City of Black Diamond (City) is in need to upgrade their existing on-site sodium hypochlorite generation system (OSHG) at their existing North Bank Pump Facility (NBPF) to meet increasing water demands. The City is requesting proposals from qualified OSHG manufacturers for the manufacture, supply and installation of the chlorination system to be incorporated and retrofit into the City's NBPF. An existing facility drawing and layout is attached.

The existing OSHG system is located in the City's North Bank Pump Facility and consists of the following equipment:

- On-site sodium hypochlorite generation system: 2-pounds per day, to be removed;
- Brine saturator: 30-gallons, to be reused;
- Product tank: 55-gallons, to be removed; and replaced with an appropriate sized tank
- Metering pump: 10.2 gallons per hour at 180 psi, to remain in use; a parallel and alternating 10 to 11 gallon per hour (180 psi positive displacement pump of the same manufacture and model shall be installed adjacent to the existing pump
- Metering pump chemical discharge piping is to remain in use.
- A new chlorine injector shall be installed.

Design Criteria

1. Current Design Pump Flow Rate: 400 gpm
2. Future Design Pump Flow Rate: 1,100 gpm
3. Chlorine Dose: 1.0 parts per million
4. Available Building Water Supply Pressure: 5 - 20 psi; a booster pump might be required
5. Water Temperature: ~47 °F; a water heater might be required
6. OSHG System Capacity: 12 pounds-per-day (ppd) should have capability for future expansion to 24-pounds per day with minor additions (i.e. no major equipment replacement, such as the rectifier)
7. Product Tank Volume: 216 gallon minimum and needs to be sized to appropriately fit within the south east corner of existing North Bank Pump Facility, see attached drawing.

Submittal Information

- A. The location of the nearest emergency response maintenance technicians; Describe any warranties that are available; Describe your customer service and charge out rates.
- B. Describe the typical order to delivery time for replacement parts as needed
- C. Price of OSHG equipment, product tank and all appurtenances for a fully working system, List all equipment and appurtenances.
- D. Price of equipment installation and specifically identify what is included in this work
- E. Describe the electrical requirements of the new OSHG system.
- F. Describe the advantages of the various pieces of OSHG equipment
- G. Describe how the challenges of coordinating with control systems will be met
- H. Determine who will provide the electrical wiring needs for the equipment installation and/or how this work will be coordinated. (subcontractor? In house staff? Is the permit included in the price?)
- I. Provide a 20 year life cycle analysis
- J. Provide at least 5 references.
- K. Provide an itemized Lump Sum bid for the equipment and fully functional installation.

Evaluation and Selection Process

The City will review the proposal upon receipt and score each proposal based on proposal completeness, past performance, operations and maintenance considerations and capital cost, detailed as follows.

- i. Completeness of Proposal – 10/100 points

Request for Proposal
City of Black Diamond
On-Site Sodium Hypochlorite Generation System

This will account for the manufacturer's adherence to this request for proposal's requirements. Exceptions will be noted and factored into scoring this criterion.

ii. Project References – 25/100 points

The manufacturer shall provide a list of at least five different projects completed in the last three years with similar scope of work. For each reference provide the contact's name, title, phone number and size of chlorination system. Reference discussion topics will include chlorination system installation process during construction, ease of operations and overall customer satisfaction.

iii. Operating and Maintenance Considerations – 35/100 points

Manufacturers shall submit detailed 20-year life cycle costs which will include equipment replacement costs and their typical lifespan. Operating and maintenance considerations discussed with references, such as manufacturer responsiveness and chlorination system equipment replacement, will be factored into scoring this criterion.

iv. Capital Cost – 30/100 points

The unit cost of pound-per-day of chlorine generated will be evaluated. This is the total cost of the OSHG system, product tank and all appurtenances for a fully operational system.

Please let me know if you have any questions on the above information.

Please submit proposals by January 15, 2016. Thank you.

Mail to

Seth Boettcher,
Public Works Director,
City of Black Diamond,
PO Box 599,
Black Diamond, WA 98010
Phone: 360-886-5711

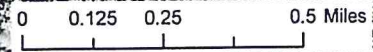
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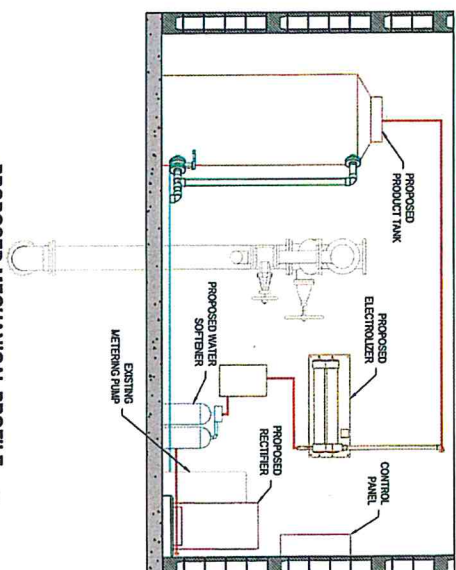
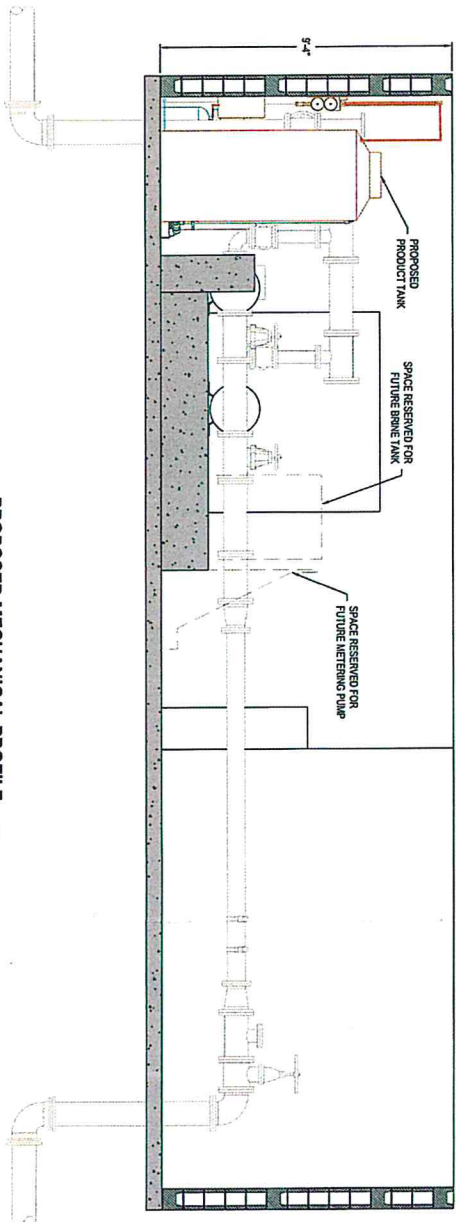
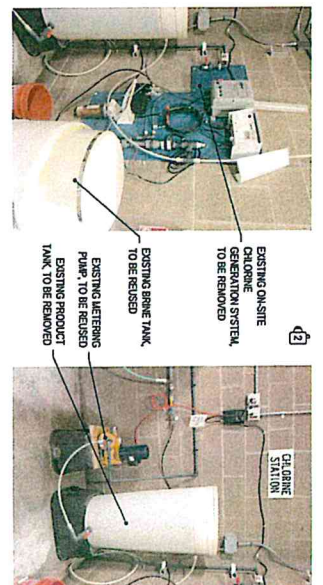
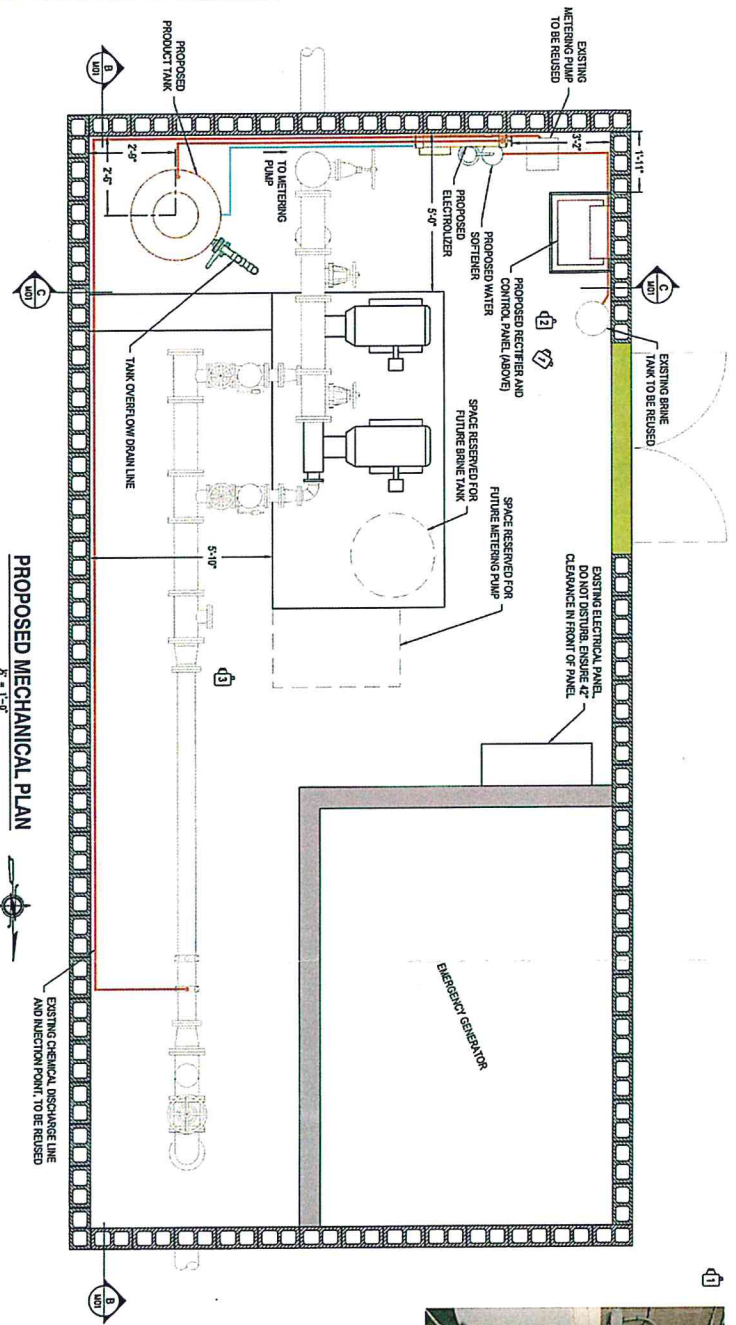
e-mail to

sboettcher@ci.blackdiamond.wa.us
reference chlorine generation upgrade

EQUAL OPPORTUNITY: The City of Black Diamond is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, national origin or the presence of any sensory, mental or physical disability.

VICINITY MAP







SERVING THE PACIFIC NORTHWEST

PUMP SALES & SERVICE

City of Black Diamond On-Site Sodium Hypochlorite Generation System

Proposal

Bid Date: Jan. 15, 2016
Bid Time: 10:30 AM

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

ENGINEER: RH2 Engineering, Inc.
950 Pacific Ave, Suite 1220
Tacoma, WA

SUPPLIER: PumpTech, Inc.
12020 SE 32nd Street, Ste 2
Bellevue, WA 98005

Municipal

☐ **PumpTech Inc.**

12020 SE 32nd St, Suite 2

Bellevue, WA 98005

Ph: 425-644-8501

Fax: 425-562-9213

pumplech@pumptechnw.com

WA CONTRACTORS # PUMPTI*148LF

Industrial

☐ **PumpTech Inc.**

209 S Hamilton Rd

Moses Lake, WA 98837

Ph: 509-766-6330

Fax: 509-766-6331

moseslake@pumptechnw.com

www.pumptechnw.com

Packaged Systems

☐ **PumpTech Inc.**

321 S Sequoia Parkway

Canby, OR 97013

Ph: 503-659-6230

Fax: 503-659-8718

inquiries@pumptechnw.com

OR CONTRACTORS # 154997



SERVING THE PACIFIC NORTHWEST

PUMP SALES & SERVICE

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Project: City of Black Diamond On-Site Sodium Hypochlorite Generation System

Tab 1.	PumpTech, Inc. Quote
Tab 2.	PumpTech, Inc. Warranty
Tab 3.	PumpTech, Inc. Customer Service Data
Tab 4.	Proposal Support Data
Tab 5.	De Nora ClorTec Proposal Data
Tab 6.	References
Tab 7.	Life Cycle Cost

Municipal

☒ **PumpTech Inc.**
12020 SE 32nd St, Suite 2
Bellevue, WA 98005
Ph: 425-644-8501
Fax: 425-562-9213
pumptech@pumptechnw.com

WA CONTRACTORS # PUMPTI*945QG

Industrial

☐ **PumpTech Inc.**
530 E Broadway, Suite B
Moses Lake, WA 98837
Ph: 509-766-6330
Fax: 509-766-6331
pumptech@gcpower.net

www.pumptechnw.com

Packaged Systems

☐ **PumpTech Inc.**
2425 SE Ochoco St
Portland, OR 97222
Ph: 503-659-6230
Fax: 503-659-8718
inquiries@pumptechnw.com

OR CONTRACTORS # 154997



1961
PumpTech Inc.
12020 SE 32ND Street Suite 2
Bellevue, WA 98005
Phone: 425-644-8501
Fax: 425-562-9213
jjoyce@pumptechnw.com

Page: 1

Sales Quotation

Customer#: 0175609

TO:
Seth Boettcher
Public Works Director
City of Black Diamond
PO Box 599
Black Diamond, WA 98010
Phone: (360) 886-5711

Salesperson: Jim Joyce / Mike Dunn
Lead Time: 10 Weeks
FOB: FOB ORIGIN - FFA
Ship Via: PUMPTECH TRUCK

Quote #: 0124219
Date: 1/15/2016
Expires: 2/15/2016
Bid Date: 1/15/2016 10:30 am

Project Name: Black Diamond On-Site Sodium Hypochlorite Generation System

Item		Price	Qty	Extend
	PumpTech is pleased to offer the following OSHG equipment and services:			
ClorTec OSHG System	ClorTec OSHG System, 12 PPD, Model MCT-12, complete with: - Wall Mount Panel Board with brine proportioning system - 12 PPD generating cell - 20 micron inlet filter - Control Cabinet with PLC and HMI - Local Power Supply - Water softener - 216 Gallon HDXLPE Hypochlorite Storage Tank - Ultrasonic Level Sensor for Hypo Tank - 1500W Water Heater for incoming water - OSHG System Spare Parts Kit - New 10.2 gph @ 180 psi metering pump (See attached documentation for further details)	48,125.00	1.00	48,125.00

Continued



PumpTech Inc.
12020 SE 32ND Street Suite 2
Bellevue, WA 98005
Phone: 425-644-8501
Fax: 425-562-9213
jjoyce@pumptechnw.com

Page: 2

Sales Quotation

TO:
Seth Boettcher
Public Works Director
City of Black Diamond
PO Box 599
Black Diamond, WA 98010
Phone: (360) 886-5711

Salesperson: Jim Joyce / Mike Dunn
Lead Time: 10 Weeks
FOB: FOB ORIGIN - FFA
Ship Via: PUMPTECH TRUCK

Customer#: 0175609

Quote #: 0124219
Date: 1/15/2016
Expires: 2/15/2016
Bid Date: 1/15/2016 10:30 am

Project Name: Black Diamond On-Site Sodium Hypochlorite Generation System

Item		Price	Qty	Extend
Labor	Labor to: - remove existing OSHG - remove existing 55 gallon product tank - reuse existing brine tank - reuse existing metering pump - reuse existing chemical discharge line - install new rectifier - install new OSHG Control Panel - install new water heater - install new softener - install new electrolyzer panel - install new hypochlorite solution tank - install new dosing pump - install new chlorine injector - install interconnecting piping - install electrical wire and conduit per code to interconnect OSHG components - test all components for proper operation - perform start up - perform operator training	13,050.00	1.00	13,050.00

The above order is subject to PumpTech Inc. standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

SubTotal 61,175.00

Sales Tax: 0.00

Total: 61,175.00



STANDARD TERMS & CONDITIONS

SHIPMENT

Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Quoted shipment time is not guaranteed and is based on information from our suppliers. Any late delivery charges due to shipment beyond the above estimated schedule will not be accepted.

CONDITIONS OF SALE

PUMPTECH INC is not bound by the terms and conditions in Purchaser's Purchase Order or in Purchaser's or Owner's Plans & Specifications unless such terms are delivered to PumpTech prior to quotation and referenced in the quotation.

PUMPTECH INC is not responsible for delay, disruption, consequential or liquidated damages of any sort, unless Purchaser requests and receives a quotation which includes pricing and terms for such damages.

CREDIT APPROVAL AND PAYMENT TERMS

Credit approval is required by PUMPTECH INC. prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTECH, INC.'s payment terms are Net 30 days from invoice date. In some circumstances PUMPTECH, INC. may require Progress Payments. Progress payments are due and payable on receipt of invoice. "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the Purchase Order or in the agreement:

- a. 15% - Fifteen percent on receipt of approved drawings
- b. 30% - Thirty percent with order of major components
- c. 20% - Twenty percent on receipt of major components at our facility
- d. 30% - Thirty percent upon shipment
- e. 5% - Five percent on start up

A finance charge of 1.5% per month will be charged on all past due balances. If PUMPTECH, INC. is forced to turn this over to a collection agency; purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts. Purchaser also agrees to pay attorney fees and court costs in the event of a suit.

WARRANTY

The only warranty/guarantee implied or applied to this quotation are those as put forth by the original manufacturer. Products manufactured by PUMPTECH INC. are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of installation provided that the product is properly installed, serviced, and operated under normal conditions.

TAXES

The pricing in the quotation does not include any local, state, or federal taxes. If applicable, taxes will be included on the invoice.

With the signature below, purchaser agrees to the above terms and conditions, and authorizes PUMPTECH INC. to proceed with the order.

(Purchaser's signature)

Printed Name & Title

(Date)

Deleted. See contract.
Xeth B. 2-22-2016

PumpTech Inc.

WARRANTY POLICY

PumpTech warrants all products of its manufacture to be free from defects in material and workmanship for a period of one year from date of installation or 18 months from date of shipment, provided the product is properly installed, serviced and operated under normal conditions according to the manufacturer's instructions. Other warranties as put forth by component equipment manufacturers shall prevail if longer in duration than the 1 year **PumpTech** warranty, when such equipment is used and overrides the **PumpTech** warranty. In all cases **PumpTech** is the first point of contact for all warranty items.

Major components which fail to perform or prove defective in service during the warranty period and are determined by to have failed because of defect in workmanship or materials shall be replaced, repaired or satisfactorily modified by the either **PumpTech** or the manufacturer F.O.B. factory or authorized warranty service station or **PumpTech** facility. The warranty shall not assume responsibility for removal, reinstallation or freight. Without written authorization, **PumpTech** will assume no expense, liability or responsibility for repairs made outside of the **PumpTech** facility. Correction or replacement of any defective parts shall constitute fulfillment of all obligations.

Warranty Exceptions:

1. Items that must be replaced because of normal wear such as pump seals, packing, light bulbs, grease, etc.
2. Items that have been subject to misuse, abuse or neglect or accident.
3. Products that have been repaired or altered outside the manufacturer's factory without written authorization from the manufacturer.
4. Products that are not started up by a manufacturer's representative within 60 days after delivery to the job site unless special maintenance instructions are requested from the factory in writing before the 60 days have expired.

PumpTech will not be held responsible for travel expenses, rented equipment, outside contractor's fees or unauthorized repair shop expenses. **PumpTech** assumes no liability for loss of use or for any direct, indirect or consequential damages of any kind in respect to the use or operation of **PumpTech** products or any equipment or accessories in conjunction therewith.



SERVING THE PACIFIC NORTHWEST

PUMP SALES & SERVICE

CUSTOMER SERVICE DATA

Contact:

PumpTech, Inc.
12020 SE 32nd St, Ste 2
Bellevue, WA

(425) 644-8501 – Phone
(425) 562-9213 - Fax

Staff:

-3 Persons in Parts and Sales Support
-3 Field Service Technicians

Our main phone number listed above, (425) 644-8501, is monitored 24 hr/day, 365 days per year. This number connects to our on-call support staff during the non-business hours in case our customers need assistance.

Municipal

☐ PumpTech Inc.

12020 SE 32nd St, Suite 2
Bellevue, WA 98005
Ph: 425-644-8501
Fax: 425-562-9213
pumptech@pumptechnw.com

WA CONTRACTORS # PUMPTI*945QG

Industrial

☐ PumpTech Inc.

209 S Hamilton Rd
Moses Lake, WA 98837
Ph: 509-766-6330
Fax: 509-766-6331
moseslake@pumptechnw.com

www.pumptechnw.com

Packaged Systems

☐ PumpTech Inc.

321 S. Sequoia Parkway
Canby, OR 97013
Ph: 503-659-6230
Fax: 503-659-8718
inquiries@pumptechnw.com

OR CONTRACTORS # 154997



SERVING THE PACIFIC NORTHWEST

PUMP SALES & SERVICE

Proposal Support Data

- A. The location of the nearest emergency response maintenance technicians is located at our Bellevue facility, 12020 SE 32nd St, Ste 2, Bellevue, Wa
Our Field Service Technician's rates are currently \$110.00/hr portal to portal.
- B. Typical order delivery time is 1 day to 2 weeks depending on available stock and requested delivery method. Some parts are shipped from our Bellevue Warehouse and others are shipped from De Nora's Warehouse in Sugarland, TX.
- C. For pricing of the equipment please refer to the PumpTech quotation and the De Nora Proposal, both attached.
- D. Installation pricing is shown on the PumpTech quotation attached.
- E. The electrical needs of the equipment is a minimum of 120VAC, 60hz, 1 phase, 10 FLA. See attached drawings for further details.
- F. The advantages of the ClorTec^R OSHG System is detailed in the attached proposal from De Nora
- G. The control system is designed and programmed by De Nora however our technical service staff is fully trained on the operation, maintenance, troubleshooting and programming if needed. As such our technicians are capable of connecting and coordinating all the various OSHG components for a properly operational system.
- H. Electrical wiring needs will be handled a licensed electrical contractor who will be a subcontractor to PumpTech, Inc. Electrical permits are included in this proposal.
- I. See attached for 20 year life cycle.
- J. See references, both from PumpTech and De Nora.
- K. For the Itemized Lump Sum Pricing refer to the PumpTech quotation attached.

Municipal

☐ PumpTech Inc.

12020 SE 32nd St, Suite 2

Bellevue, WA 98005

Ph: 425-644-8501

Fax: 425-562-9213

pumptech@pumptechnw.com

WA CONTRACTORS # PUMPTI*945QG

Industrial

☐ PumpTech Inc.

209 S Hamilton Rd

Moses Lake, WA 98837

Ph: 509-766-6330

Fax: 509-766-6331

moseslake@pumptechnw.com

www.pumptechnw.com

Packaged Systems

☐ PumpTech Inc.

321 S. Sequoia Parkway

Canby, OR 97013

Ph: 503-659-6230

Fax: 503-659-8718

inquiries@pumptechnw.com

OR CONTRACTORS # 154997



Section 1

Proposal



ClorTec®

De Nora Water Technologies Texas, LLC
1110 Industrial Blvd
Sugar Land TX 77478
Tel 281-240-6770
Fax 281-240-6762

On-Site Sodium Hypochlorite Generation System Proposal

Date: January 12, 2016
Customer Name: Pumptech, Inc.
Project Name: City of Black Diamond, WA
Project Location: Black Diamond, WA
RFQ Reference: e-mail

Proposal No: P-16555 Q-7374 R0

Attn: To whom it may concern,

On behalf of De Nora Water Technologies Inc. we are pleased to present our proposal for the City of Black Diamond OSHG project. De Nora Water Technologies - ClorTec technology has been effectively implemented worldwide and we are excited for the opportunity to provide our on-site sodium hypochlorite generation system for this project.

Some specific benefits of the ClorTec on-site sodium hypochlorite generation system are:

- A system offering the highest efficiency in the industry with the guaranteed lowest consumption of salt and electricity.
- An experienced manufacturer/supplier with 3,000 installed ClorTec® systems worldwide and a significant global market share of large municipal installations.
- Proven titanium electrodes providing an unmatched robust design and durability.
- Standard multi-layered safety design including a hydrogen detector for generator room, as well as various integral devices eliminating any possibility of operator error.
- An optimized hydrogen dilution system including vent stacks, as applicable, and tank blowers.
- A sophisticated rectifier feature allowing the system to regulate current and voltage input and adjust for any inherent variations, making the process even more efficient.
- On-site hypochlorite generation systems that have been fully integrated into the overall plant and recognize the importance of Public Health and Safety.
- DWI and ETV certified equipment.



Some general benefits associated with ClorTec® on-site systems:

- Eliminated bulk storage of chemicals
- No transportation liabilities
- Reduced threat to public safety
- Lower disinfection byproducts
- Consistent solution concentration
- A simple, cost effective product
- Reduced risk to plant personnel because of drastically reduced hazardous material (HazMat) storage and handling requirements;

We have enclosed a detailed proposal for your review and evaluation that has been prepared per your bid request and technical specifications. Please feel free to contact our local regional sales manager, rep agency or myself should you have any questions.

Best Regards,

Shrikanth Vaikundam
Technical Sales Engineer
Tel: 281-274-8470
Shrikanth.vaikundam@denora.com

cc: Emile Musallam
Western Regional Sales Manager
Cell (408) 309-1549
emile.musallam@denora.com



ClorTec®
On-Site Sodium
Hypochlorite Generation System

Proposal for:

City of Black Diamond OSHG

Black Diamond, WA

January 12, 2016

Proposal No P-16555/Q-7374 R0



De Nora Water Technologies Texas, LLC
1110 Industrial Blvd
Sugar Land, TX 77478



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1 Scope of Supply

A. ClorTec® Wall Mounted MCT-12

DNWT is proposing our ClorTec® system capable of producing 12-lbs per day chlorine equivalent. This equipment consists of:

Factory Pre-Assembled MCT Mounted on Back Panel:

One each	Polypropylene wall mount panel board with brine proportioning system, drain valve, acid cleaning by-pass valves, solenoid valve, pressure regulator and flow switch.
One each	12 PPD DSA titanium electrodes with temp/level controls, DC Copper connection points and safety covers, assembled in a clear acrylic housing. Factory plumbed and mounted on panel board.
One each	20 Micron 10" inline filters in clear PVC housing factory mounted on panel board.

Factory Pre-Assembled Equipment Provided as a Loose Assembly:

One each	Control Cabinet with: <ul style="list-style-type: none">• Painted carbon steel, NEMA 4 enclosure• 4" colour touchscreen display.• Horner XL4 (OCS) PLC• RS-232/485 Serial Port• All necessary I/O points• Safety interlocks
One each	Power Supply shall be located in a NEMA 12, polyester powder coated steel enclosure. The Power Supply shall be an air-cooled with soft start constant current.

Factory Pre-Assembled Equipment Provided as a Loose Items:

One each	Kinetico, dual tank, continuous operation, automatic regenerating water softener.
One each	216 gallon HDXLPE hypochlorite storage tank with fittings and drain. (3'-0"Dia x 5'-3"H)
One each	Ultrasonic level indicator for the hypochlorite storage tank.
One each	1500W water heater (Based on a minimum inlet water temp of 47°F)
One each	MCT Spare parts kit

B. Technical Services

Engineering & Documentation:

- One (1) electronic set of Shop Drawing & Product Data submittals.
- One (1) paper copy and one (1) electronic copy of Operation & Maintenance Manuals.

Startup and Training

- This proposal is for equipment only. Start-up and training services will be provided by PumpTech, Inc.

Installation Services

- This proposal is for equipment. Installation services will be provided by PumpTech, Inc.

2 Technical Clarifications and Exclusions

A. Clarifications

1. This proposal reflects ClorTec equipment based on the below Specifications. Any exceptions/clarifications to specifications shall be listed below.
 - o 002 Request for Proposal – City of Black Diamond OSHGS
 - o Dwg No: M01 Proposed mechanical plan
2. Nested specifications and drawings not listed above were not used in the preparation of this proposal and are therefore not applicable
3. DNWT shall not be obligated to establish or verify the accuracy of the information furnished by the Customer or Engineer nor shall DNWT be responsible for the impact or effect on the Materials and any services provided based on the information furnished by the Customer or Engineer in the event that such information contains errors and/or omissions. DNWT design shall be based solely on the provided specifications and not the application. Any changes in the design or equipment selection shall be priced separately as a change order.
4. Inlet water and salt must meet the requirements stated in the standard operating conditions listed below for proper electrode operation and efficiency.
5. This proposal is based on supplying one set of four DC cables for each rectifier, each with standard length of 25 feet (total 100 linear feet). The length of cable will be physically measured during the installation of equipment and reported to DNWT prior to the shipment of cables to the job site. If the reported length exceeds 25 feet, a cost adder will apply.
6. A hydrogen detector for generator room is a required safety feature (Not Included in the above scope of supply). This proposal is based on utilizing the existing hydrogen detection system.
7. The proposed 12 PPD system shall have the capability for future expansion to 24 PPD. DNWT shall provide the adder price for the additional 12 PPD cell upon request.
8. This proposal is based on utilizing the existing 30 gallons brine tank.
9. Metering pumps to be controlled by owner's PLC (4-20mA signal to VFD).
10. Dosing pumps and Programming associated with the pumps to be provided by others.
11. All drains & water supply to be plumbed in by others.
12. Complete assemblies are defined as "factory pre-assembled." Otherwise, all system components reflected in the above scope will be supplied as loose items and will be assembled and INSTALLED in the field by the party performing the installation in accordance with ClorTec® recommendations. This includes all stands, backboards, skids, enclosures, panels, etc. and any associated devices or equipment.
13. PLC and HMI will be in English only. There will be an additional cost in case Spanish is required.

B. Exclusions:

- paid*
1. Sales and all other taxes. (Taxes applicable will be ~~charged~~ by PumpTech, Inc.)
 2. Permits, Licenses and fees. (Electrical permits needed will be secured by PumpTech, Inc.)
 3. Civil, Structural, Architectural and Design work of any kind. *(Not needed)*
 4. Startup, Training & Installation of the On-site Sodium Hypochlorite Generation System. (Provided by PumpTech, Inc.)
 5. Startup, Training & Installation of hypochlorite tanks and accessories including but not limited to, ladders, railings, decking, fill lines and vent lines. (Provided by PumpTech, Inc.)
 6. Interconnect pipe, pipe supports, valves and fittings not part of the equipment or installation material. *(by Pump Tech)*
 7. Electrical power to provided equipment or any other equipment
 8. Underground conduit and piping, *if needed will be installed by Pump*
 9. Injection line piping from any equipment to the injection point *(Provided by Pump Tech)*
 10. Feed water piped to the equipment. *(by Pump Tech)*
 11. All testing and system verifications other than DNWT ClorTec standards. *(by Pump Tech)*
 12. Painting or special finishes other than manufacturer's standard. *(by Pump Tech)*
 13. Salt for startup and operation. *(City of Block Diamond)*
 14. Any consumables or chemicals required for start-up and operation. *(by Pump Tech)*
 15. Gravel for the brine tank – if applicable. *(by Pump Tech)*
 16. Blower flexible connector – if applicable. *(by Pump Tech)*
 17. Provided equipment anchor bolts. *(by Pump Tech)*
 18. All items not specifically listed in the Scope of Supply above.

3 Commercial Scope (This section does not apply to the City of Black Diamond, only to PumpTech, Inc.)

A. Price and Payment Schedule

Pricing will be valid for 30 days from the date of this proposal and is based on DNWT's standard Terms and Conditions of Sale.

Payment is net 30 days after invoice (with Approved credit). All invoices to be submitted by the 25th day of the month or sooner. Interest to be billed at 1-½% per month on invoices unpaid after 30 days or the maximum allowable by law, whichever is less.

Payment shall be made as follows:

- 30% Invoiced upon order booking;
- 70% Invoiced upon notification of readiness to ship (Before shipment).

B. Validity of Pricing

This proposal and its amendments and supplements shall remain valid for (90) days, after which it may be subject to price change, unless extended in writing by DNWT.

C. Delivery Schedule

1. CPT- Jobsite.
2. Scheduled delivery of submittals: 4-6 weeks after the effective date of the purchase order. The effective date of the purchase order is the date by which the buyer and DNWT have signed the purchase order.
3. Review and return of initial submittals by the customer must be within 4 weeks of receipt. Any subsequent submittals must be reviewed and returned within 2 weeks of receipt.
4. Delivery of equipment scheduled 16-18 weeks after approved submittals.

D. Proposal Number Incorporation

The DNWT proposal P-16555/Q-7374 R0 must be incorporated as a part of any agreement if awarded this project. In case of conflict between the proposal and the specifications and terms and conditions the DNWT proposal and terms and conditions shall take precedence unless otherwise negotiated.

E. Submittals

When submittals of shop drawings are required for approval prior to delivery, the quantity of submittals will not exceed the quantity listed in the Engineering Services section above unless otherwise specified. Copies of the of the dimension drawings, product information, necessary installation flow schematics, wiring diagrams, and operating and instruction manuals for each product quoted shall be supplied at time of delivery unless otherwise specified. If additional copies are required, a cost of \$200/copy shall apply.

F. Clarifications

1. A standard DNWT liability and workers compensation insurance policy is in effect for this project. No other coverage will be allowed for without additional compensation for the cost of policy riders, adders, etc. and the approval of DNWT management.
2. Delay of equipment delivery imposed by Owner or Contractor beyond the mutually agreed written delivery date will constitute acceptance of title by Owner/Contractor and obligation for payment for equipment invoiced in accordance with the terms of payment of this Proposal. NOTE: DNWT will store equipment at our risk for ninety (90) days. Cost of storage for an extended period will be negotiated at that time. DNWT, however, reserves the right to charge for additional incurred costs to store, preserve, recondition, disassemble and reassemble equipment, as required or applicable, due to delay in shipment and startup beyond the period of six months after the agreed delivery date.
3. Installation, start-up and training for the equipment shall be performed within six months of shipment. If the equipment is not installed and started up within this period, and the equipment has been delivered to the destination in accordance with contract; the buyer will be required to preserve, disassemble and reassemble equipment, as required by DNWT for long-term storage, or the manufacturer's warranty will be voided. All manufacturer's costs to verify the equipment is in warrantable condition and any cost of repairs to restore the equipment to warrantable condition shall be borne by the buyer.

G. Warranty Rider

De Nora Water Technologies Texas, LLC, a De Nora company (henceforth referred to as DNWT) provides this Warranty Rider in conjunction with DNWT's Standard Terms & Conditions of Sale.

This Warranty Rider supplements and modifies the duration of the warranty period as set forth in Article 8 of the DNWT's Standard Terms & Conditions of Sale. The following warranty periods shall apply specifically and only to the provided equipment. DNWT warrants the provided equipment against defects in materials and workmanship for the time period listed below under normal use and service of which its products were designed as defined by the ClorTec Standard Operating Conditions delineated hereinafter. At its option, DNWT will repair, provide replacement or refurbish components.

Domestic Installations (within ClorTec's U.S.A & Canadian Service Network)

Equipment Warranty

The provided equipment is warranted for a period of 18 months after start-up or 24 months from transfer of title of the goods, whichever comes first. This warranty covers the provided equipment under normal use and service only (as defined by the ClorTec Standard Operating Conditions delineated hereinafter.)

Electrode Warranty

The electrodes are warranted under a prorated 7 year warranty period that begins at transfer of title. Should the electrodes fail during the first 2 years, the electrodes will be replaced free of charge. This warranty covers bare electrode excluding housing or ancillary components under normal use and service only (as defined by the ClorTec Standard Operating Conditions document).

This Warranty Rider additionally supplements and modifies as to clarify exclusions to Article 8 of the STDN's Standard Terms & Conditions of Sale.

Please note that the expected proven life of DNWT's standard cells is 10 years.

Exclusions

This warranty does not cover:

1. Consumable maintenance items including pH, chlorine & chemical probes, reagents or buffers, hydrogen sensor modules, and filter cartridges.
2. "Acts of God" or unavoidable natural disasters including but not limited to floods, storms, lightning, etc.
3. Theft, vandalism, or other damaging acts.
4. Intentional or accidental abuse, misuse, or neglect.
5. Failures or repairs resulting from the negligence to perform preventative maintenance in accordance with DNWT requirements.
6. Damages or defects in the product, which were caused by initial start-up, repairs or attempted repairs performed by anyone other than an DNWT authorized service provider.
7. Normal wear and tear.
8. Customer in default of any payment obligations to DNWT.
9. Abuse by abnormal system conditions including but not limited to temperature, chemical, or debris.
10. Goods that have been improperly stored by owner or its representatives prior to installation and start-up.
11. Equipment/programming which has been revised or altered by others.
12. Labor and expenses for removal and reinstallation of warranty parts.

H. System Efficiency

Provided that the standard operating conditions stipulated in **Section 5** below are met, the system's efficiency is projected to be a maximum salt consumption of 3.0 lb salt per lb of Cl₂ equivalent generated; and a maximum power consumption of 2.0 kW-hr DC per lb of Cl₂ equivalent generated.

4 ClorTec® Standard Operating Conditions

Proper system operation and electrode warranty is subject to the end-user meeting the following conditions:

A. Inlet Water Conditions

- Providing untreated drinking quality potable water.
- Inlet Water Temperature: Inlet water temperature must be between 65°F-80°F [18°C-27°C].
- Inlet Water Pressure: Water Pressure must be maintained per system Process & Instrumentation Diagram.

B. Salt Quality:

Must contain no organic binders, flow control agents or resin cleaning material, and meeting the following specifications

NaCl:	
-dry basis	96.3% minimum
-wet	93.3% minimum
Calcium Sulfate	0.30% maximum
Magnesium Chloride	0.06% maximum
Calcium Chloride	0.10% maximum
Magnesium Sulfate	0.02% maximum
Insolubles	0.1% maximum
Moisture (as H ₂ O)	3.0% maximum
Lead	0.0007% maximum
Copper	0.0003% maximum
Iron (as Fe)	0.002% maximum
Fluoride	0.00001% maximum
Manganese	<0.0002%

C. Water Quality:

Must be free of polymer additives, flocculants, coagulants and antiscalants. Salinity to electrolytic cell must be maintained above an average of 18,000 ppm Cl

pH	6.5 to 7.5
Hardness [Ca/Mg]	<10 ppm
Total Organic Carbon (TOC)	<2 ppm
Iron	<200 ppb
Manganese	<10 ppb
Nickel	<5 ppb
Fluoride	<1 ppm
Copper	<5ppb
Cl ₂ (free chlorine)	<2 ppm

D. Operational Logs

- A weekly log of water hardness at outlet of water softener must be maintained by end-user. (See Maintenance and Operation Log Book in Maintenance Kit.)
- Operational Log must be maintained detailing maintenance activities and system usage. (See Maintenance and Operation Log Book in Maintenance Kit.)

5 Standard Terms and Conditions of Sale (Refer to PumpTech, Inc. quote)

1. APPLICABLE TERMS

The sale of goods and related services (if any) hereunder (collectively, the "Product(s)") is limited to and made expressly conditional on Buyer's acceptance of these terms and conditions of sale. These terms and conditions shall control over any inconsistent or additional terms or conditions proposed or issued by Buyer or Seller, including any additional or different terms contained in any purchase order, acknowledgement, proposal or other communication, written or otherwise, unless specifically agreed to in writing by both parties.

Buyer's acceptance of delivery or the full or partial payment of the purchase price hereunder, shall constitute Buyer's acceptance of all the terms and conditions stated herein, notwithstanding any other inconsistent terms and conditions, prior dealings or usage of trade.

2. PRICES AND PAYMENT TERMS

Buyer shall pay the full purchase price as set forth in the applicable purchase order or on the face of that certain document to which these terms are attached ("Seller's Documentation"), (collectively with these terms and conditions, the "Contract") without any deduction by way of set-off, counterclaim, discount or otherwise. All prices and payments shall be in U.S. currency. Unless specifically noted otherwise in Seller's Documentation, prices are exclusive of any and all sales, use, excise, ad valorem, property or other taxes, duties or levies of any kind due or applicable to this transaction. Buyer shall pay directly or reimburse Seller immediately upon demand for any and all such taxes. Payment terms are Net Thirty (N30) Days from date of invoice.

Where payment is made by Letter of Credit, the applicable instructions as communicated in writing by Seller to Buyer shall determine the terms of payment thereunder. Where payment on credit terms is approved, payment terms are Net Thirty (30) Days from date of invoice. No discounts shall apply. Any payments delayed beyond thirty (30) days from the specified due date shall be subject to interest on the unpaid balance at the rate of one and one-half (1-1/2%) percent per month or the maximum rate permitted by applicable law, whichever is less. Seller reserves the right, among other remedies, to suspend further deliveries in the event Buyer fails to pay for any one shipment when payment becomes due. All Contracts are subject to credit approval. Should Buyer's financial condition become unsatisfactory to Seller, Seller shall have the right, at its option, to payment in advance, to cash payment upon delivery or to satisfactory security.

Buyer hereby irrevocably grants Seller a security interest in the Products until such time as Buyer makes full payment of the purchase price. Buyer agrees, if requested, to execute a financing statement as may be necessary to perfect and maintain such security interest including the execution and delivery to Seller of a UCC-1 financing statement.

3. DELIVERY AND RISK OF LOSS

Delivery dates set forth in Seller's Documentation are approximate and Seller will make all reasonable efforts to meet same. Timely delivery is subject to prompt receipt from Buyer of accurate and complete technical and shipping information. Seller reserves the right to make partial shipments, invoices for which shall be due and payable in accordance with the payment terms specified above. Where payment is due in advance or by Letter of Credit, timely delivery is further subject to timely receipt of such payment or issuance of such Letter of Credit. All shipping and handling costs are to be paid by Buyer. Buyer is liable for compliance with all laws and regulations governing the unloading, storage, handling and use of all Products.

Whether or not installation services are performed by Seller, title and risk of loss shall pass to Buyer in accordance with the stated shipping terms under Incoterms 2010. Unless otherwise agreed and specified on the purchase order or Seller's Documentation, shipping terms are EXW-Seller's Facility. Seller will notify Buyer when Products are available for shipment. Buyer must provide Seller with specific written instructions as to Buyer's preferred method of shipment or common carrier. If Buyer does not arrange for a freight carrier or freight forwarder to collect the Products within seven (7) calendar days following notification that the Products are available, Seller may, at its own discretion and at Buyer's cost, arrange for Products to be collected by a freight carrier or freight forwarder for shipment to Buyer. Alternatively, Seller may choose to store the Products and may charge Buyer a storage fee.

In the event Buyer requests a postponement of delivery beyond the date specified in Seller's Documentation, Seller may invoice the Buyer and title and risk of loss shall pass to Buyer at such time as Products are made available for shipment, but in no event earlier than the delivery date specified in Seller's Documentation. If delivery is postponed by Buyer, Seller shall endeavor but shall not have the obligation to either store the Products or secure a storage location at Buyer's expense and based upon terms and conditions agreeable to the parties.

→ These terms and conditions do not apply to the City of Black Diamond, only to PumpTech, Inc. Lett B. 2-22-2016⁵⁻¹

Prior to installation, ~~Products must be stored by Buyer in accordance with the storage instructions that may be a part of Seller's instructions for Products installation, maintenance and care.~~ In the absence of specific instructions, Products must be stored prior to their installation in an enclosed space affording protection from weather, dust and physical damage and providing appropriate temperature, humidity and ventilation conditions to prevent deterioration. Buyer's failure to follow Seller's storage instructions may cause damage to the Products and will void the warranties provided hereunder. Seller shall have the right to inspect Products stored by Buyer prior to installation. If Products are stored by Buyer for a period of 90 days or more, Buyer shall reimburse Seller for all reasonable costs of inspection.

4. PERMITS, REGISTRATIONS AND LAWS

Buyer is responsible for all permits and registrations and for compliance with local laws concerning permitting, registration, installation and use of the Products. Buyer shall indemnify and hold harmless Seller from any and all costs, damages, fines and penalties resulting from Buyer's failure to comply with local laws, permits and regulations. Buyer shall strictly comply with and refrain from exporting or re-exporting the Products in violation of United States' laws regarding trade restrictions and embargoes, as such laws may be amended from time to time. Unless otherwise agreed according to the specified Incoterms governing shipment of the Products, Seller shall have no obligation or liability for export clearance, customs clearance or import duties of any kind.

Seller may provide reimbursement to Buyer or Buyer's representative, either directly or indirectly through intermediaries, for their reasonable and bona fide travel and lodging expenses in connection with Buyer's purchase of Products hereunder. ~~Any such reimbursement is NOT a payment, gift, offer or promise of any thing of value, but is rather provided to Buyer for the sole purpose of reimbursing Buyer's reasonable travel and lodging expenses related to the promotion, demonstration or explanation of the Products being offered by Seller to Buyer.~~ Should Seller discover that a violation of the U.S. Foreign Corrupt Practices Act or the UK Bribery Act 2010 has occurred or is likely to occur, Seller shall have the right to unilaterally terminate the Contract.

5. PRODUCT ACCEPTANCE

Except for Products that are not assembled at Seller's facility, Buyer has the right to inspect Products at Seller's facility prior to shipment provided that advance written arrangements are made by Buyer and are confirmed in writing by Seller. Any and all costs associated with inspection and testing requested by Buyer at Seller's facility will be paid by Buyer. Buyer shall inspect the Products within a reasonable period of time following receipt at the point of destination and prior to conducting any Acceptance Test (as defined below) to determine if the Products are damaged, incomplete or do not otherwise conform to Buyer's request. If Buyer receives Products with visible or suspected damage or loss, including damages to the packaging, or with discrepancies in specification, Buyer shall make relevant notes in receiving documents and notify Seller immediately. Such notice shall be reasonably detailed and shall specify the damage or discrepancy. Buyer's failure to inspect the Products and give written notice to Seller of any alleged defects or non-conformity within a reasonable period of time after receipt at the point of destination shall waive Buyer's right to reject the Products and return them to Seller for credit and Buyer's sole remedy for nonconforming or defective Products shall be warranty claims made in accordance with Article 7 herein.

For purposes of this Article 5, "reasonable period of time" means a period of time that is not immoderate or excessive, in accordance with industry standards.

If Seller's Documentation provides that the Products are subject to specific acceptance testing (the "Acceptance Test") in order to verify Product performance in accordance with agreed specifications, the Products shall be deemed fully accepted when they have satisfied the requirements of the Acceptance Test. Buyer's remedy for Products that have failed an Acceptance Test or are in the warranty period shall be limited, at Seller's sole discretion, to the repair or replacement of such Products.

Notwithstanding any right conferred upon the Buyer to inspect or test the Products prior to acceptance, any use or alteration of the Products by Buyer, its agents, employees or licensees, for any purpose after delivery thereof, shall constitute Buyer's irrevocable acceptance of the Products. Accordingly, in the event of any discovery by Buyer of a non-conformity or defect following such acceptance of the Products, Buyer's sole recourse is a warranty claim pursuant to the warranty provisions stated in Article 7 herein.

6. INSTALLATION AND/OR START UP SERVICES

If Seller's scope of supply includes installation supervision and/or start up services, Buyer will confirm to Seller at least two (2) weeks prior to the date Seller's personnel will be required on site to perform such services that Buyer has fully completed all work necessary for such installation and/or start up services in accordance with Seller's instructions. In the event that the completion of such services is delayed by Buyer for any reason not the fault of Seller following Seller's arrival on site, Buyer shall pay for any additional costs resulting from the delay.

To the extent that Seller's scope of supply includes supervising the installation of the Products, Seller shall not be responsible for the means and methods selected for such installation, nor for the manner in which such

This section does not apply to the City of Black Diamond, only to Pump Tech, Inc. Keith B. 2-22-2016

→ This section does not apply to the
City of Black Diamond, only to Pump Tech,
Inc. Seth B. 2-22-2016

installation services are performed, including the efficiency, adequacy and safety of same. Seller makes no warranty, express or implied, with respect to such installation and/or start up services, except that the Seller shall be responsible for any claims or damages resulting from its own negligence.

7. CANCELLATION

Unless otherwise provided in Seller's Documentation, if Buyer cancels or partially cancels a Contract, Buyer shall promptly pay Seller for all work performed on account of the Products prior to cancellation plus any other reasonable costs incurred by Seller as a result of such cancellation including, if applicable, an appropriate restocking fee.

8. WARRANTY

Subject to the conditions stated below, Seller warrants the Products against defects in materials and workmanship for a period of eighteen (18) months from the date in which title has passed to Buyer or twelve (12) months from the date of installation of the Products, whichever occurs first. Seller shall, at its option, repair or replace any Products or components thereof that prove upon examination to the satisfaction of Seller to be defective. In addition, any part or component that has been repaired or replaced shall be warranted for a period equal to the longer of (i) the remaining warranty period hereunder; or (ii) one year from the date of such repair or replacement.

In the event that Seller fails to initiate a corrective action plan to repair or replace the defective components within ten (10) days following Buyer's notification, Buyer may, at their option, take action to repair or replace such defective product and Seller shall bear the direct and commercially reasonable cost for parts and labor thereof. In such circumstances, Seller has no warranty obligation with regard to the repair or replacement performed by Buyer. Further, if Buyer improperly repairs or replaces the defective Products and/or uses incompatible components, Seller is not responsible for any costs, damages or malfunctions resulting therefrom.

Any alteration, disassembly, storage or use of the Products not in accordance with Seller's instructions shall void the warranty. Buyer assumes full responsibility in the event Buyer uses the Products in combination with other goods or in any manner not stated in Buyer's specifications provided prior to sale.

All costs associated with removing the Products from service and re-installing same following examination, repair or replacement are to be borne by Buyer. Seller may, in its sole discretion, require that the Products be shipped to Seller's facility for examination, repair or replacement. All transportation costs to and from Seller's facility, if required, are to be prepaid by Buyer.

THE WARRANTIES SET FORTH HEREIN, IF ANY, ARE MADE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO SELLER, IS HEREBY EXPRESSLY EXCLUDED; PROVIDED, HOWEVER, THAT THE PRODUCTS ARE WARRANTED TO CONFORM IN ALL MATERIAL RESPECTS TO THE RELEVANT AND KNOWN SPECIFICATIONS, AND PERFORMANCE STANDARDS, INCLUDING ANY MUTUALLY AGREED MODIFICATIONS THERETO.

SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY FAILURE BY SELLER TO SUPPLY PRODUCTS THAT MEET THE FOREGOING WARRANTY IS EXPRESSLY LIMITED TO, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCTS.

9. INDEMNIFICATION

Buyer and Seller shall each defend, indemnify and hold the other harmless from and on account of all bodily injury and property damage claims asserted by third parties as a result of the other's negligent acts or omissions. To the extent that both Buyer and Seller are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of a claim by a third party against either Buyer or Seller, then in such event, Buyer and Seller shall each be responsible for a portion of the liability, including costs and expenses, attributable to its comparative share of the total negligence.

Seller agrees to indemnify and hold harmless Buyer against any third party claim alleging that the Products infringe upon a valid and enforceable United States patent, provided Buyer gives Seller written notice immediately when such claim is asserted, directly or indirectly. Notwithstanding the foregoing, Seller shall have no liability to Buyer if any patent infringement or claim thereof is based upon or arises out of

(a) compliance with designs, plans or specifications furnished by or on behalf of Buyer;

(b) use of the Products in a manner for which the Products were neither designed nor contemplated; or

(c) the claimed infringement of any patent in which the Buyer or any affiliate or subsidiary of Buyer has any direct or indirect interest by license or otherwise.

→ This section does not apply to the
City of Black Diamond, Seth B.
2-22-2016

10. LIMITATION OF LIABILITY

Seller's total aggregate liability to Buyer with respect to any cause of action or claim hereunder shall not exceed the purchase price payable hereunder.

In no event shall Seller be liable, either directly or as indemnitor of Buyer, for any special, punitive, indirect or consequential damages, including but not limited to damages for loss of use, loss of income or loss of profit.

Notwithstanding the above, this limitation of liability shall not apply to claims arising from Seller's gross negligence or willful misconduct.

All of Buyer's claims or actions of any description whatsoever against the Seller shall be brought not later than one (1) year after the occurrence of the event upon which each such claim or action is based.

11. FORCE MAJEURE

Force Majeure shall mean any act, event or condition that is beyond Seller's reasonable control, that materially and adversely affects Seller's ability to perform its obligations hereunder, and that is not the result of Seller's willful neglect, error, omission or failure to exercise reasonable due diligence.

Seller shall not be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. If Seller is unable to perform any of its obligations hereunder as a result of a Force Majeure event, Seller shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance.

In addition, to the extent that a Force Majeure event materially increases Seller's cost of performance hereunder, Seller shall be entitled to an equitable contribution from Buyer towards such additional costs of performance, excluding any costs that are covered by Seller's insurance.

12. DEFAULT AND TERMINATION

The substantial failure of either party to comply with the terms herein shall constitute default hereunder. Upon default by one party, the other nondefaulting party shall provide written notice clearly specifying the nature of the default. The defaulting party shall have thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days and is not cured within thirty (30) days, this Contract may be terminated. In the case of default that cannot be cured within thirty (30) days, this Contract shall not be terminated so long as the defaulting party has given written notice of extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

For purposes of this Contract, the failure of Buyer to pay Seller in accordance with the payment terms hereunder shall be considered a substantial default for which no cure period beyond thirty (30) days shall be allowed. In the event of the Buyer's default, Seller may, in addition to the right to terminate set forth in this paragraph, elect to suspend work until the default has been cured.

In the event of any termination, Seller shall be paid for Products delivered and services rendered (including Products specifically manufactured/assembled or special ordered for the Buyer that have yet to be supplied) through the date of termination.

No delay or omission on the part of the Seller in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

13. INTELLECTUAL PROPERTY

All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with the Products sold hereunder shall remain Seller's exclusive property. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

Buyer will not undertake any analyses or "reverse engineering" of the products for the purpose of designing, developing or manufacturing by the Buyer or by any third party of products that compete with the Product(s).

Seller will retain sole ownership of all discoveries, improvements, inventions, patents, trademarks, copyrights, know-how, trade secrets, or other intellectual property rights associated in any way with the Products. The parties specifically agree that all improvements, inventions, discoveries and copyright in works of authorship, including those in formative stages, made by either party hereto (either alone or jointly with others) improving upon or related to the Products shall from the time of conception or, in the case of works of authorship, from the time of creation, be the property of Seller.

→ This section does not apply to the City of Black Diamond. Beth B. 2-22-26

14. RELIANCE ON INFORMATION

Buyer acknowledges that Seller has used and relied upon information provided by the Buyer, if any, regarding site conditions, specifications and other technical requirements in the design, installation and start-up of its Product(s). Seller shall not be obligated to establish or verify the accuracy of the information furnished by the Buyer nor shall Seller be responsible for the impact or effect on its Products(s) and any services provided by Seller hereunder of the information furnished by the Buyer in the event that such information is in error.

15. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York, USA, or other location agreed by the parties, before a sole arbitrator, conducted in the English language in accordance with the ICC Arbitration Rules as currently in force, administered by the ICC. Judgment on the arbitration award may be entered in and enforced by any court of competent jurisdiction.

16. MISCELLANEOUS PROVISIONS

These terms and conditions constitute the entire Contract of sale and purchase between Buyer and Seller and supersede all prior or contemporaneous communications, representations, understandings or agreements, whether written or oral, unless such document states that it intends to modify this Contract and is signed by both parties. No modification of this Contract (including changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless made pursuant to a writing signed by both parties. No course of dealing or performance or usage of trade may be used to modify this Contract.

The English language shall be the official text of this Contract. No modification of this Contract (including changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless made in writing, in English, signed by both parties. No course of dealing or performance or usage of trade may be used to modify this Contract.

The failure on the part of either party to enforce its rights as to any provisions herein shall not be construed as a waiver of its rights to enforce such provisions in the future.

Should any provision of this Contract for any reason be declared invalid or void, such declaration will not affect the remaining provisions of this Contract, which shall remain in full force and effect.

Buyer may not assign or permit any other transfer of this Contract without Seller's prior written consent. Buyer acknowledges that Seller shall be entitled to manufacture or have manufactured the Products at any of its or its partners' facilities worldwide. The Seller shall inform the Buyer of any change to the manufacturing location of any of the Products and the parties shall sign any further documents required to give effect to the intent of this provision.

This Contract is entered into solely between, and may be enforced only by, the Buyer and Seller; and this Contract shall not be deemed to create any rights in third parties, including customers of the Buyer, or to create any obligations to any such third parties.

These terms and conditions shall be governed by and construed in accordance with the laws of the United States of America, State of Texas. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply to this Contract.

→ This section does not apply
to the City of Black Diamond.
Jeth B. 2-22-2016



Section 2

Project References

ClorTec OSHG System Reference & Contact List

Prepared For:

City of Black Diamond, WA

January 12, 2016



De Nora Water Technologies Texas, LLC
1110 Industrial Blvd., Sugar Land
Texas 77478, United States
Tel: +1 281 240 6770



P-16555 City of Black Diamond



ClorTec OSHG Partial Americas Reference List

Project Name:	EMWD Well #89
Project Location:	Hemet/San Jacinto, California
Year of Installation:	2012
Capacity of OSHG System:	75 ppd
Brief Description and Scope of Work:	CT-75 units with rectifier, control panel, softener, brine tank, hypo tank, blowers, metering pumps and startup services.
Owner Contact Info:	John Dotinga Water Production Manager Eastern Municipal Water District 1283 N. Kirby St. Hemet, CA 92543 (951) 928-3777 x7301 dotingaj@emwd.org
Project Name:	United Water - Marden WTP
Project Location:	Boise, Idaho
Year of Installation:	2014
Capacity of OSHG System:	300 ppd
Brief Description and Scope of Work:	CT-300 Rack unit with rectifier, control panel and startup services.
Owner Contact Info:	Suez (Formerly United Water) Bob Lawrence 8248 W. Victory Rd. Boise, Id. 83709 (208) 362-7370 Bob.Lawrence@suez-na.com
Project Name:	Asotin County Well #6
Project Location:	Clarkston, WA
Year of Installation:	2013
Capacity of OSHG System:	75 ppd
Brief Description and Scope of Work:	CT-75 Rack unit with rectifier, control panel and startup services.
Owner Contact Info:	Asotin County PUD Tim Simpson PO Box 605 Clarkston, WA 99403-0605 (509) 758-1010 tsimpson@asotinpud.org

Our research - your future



P-16555 City of Black Diamond



Project Name: City Of Maple Ridge, Grant Mountain Pump Station
Project Location: Maple Ridge, BC, Canada
Year of Installation: 2012
Capacity of OSHG System: 12 ppd
Brief Description and Scope of Work: MCT-12 Skid unit including power supply, controls, softener, tanks and water heater.
Owner Contact Info: Bruce Gailling
District of Maple Ridge
23925 Dewdney Trunk Road
Maple Ridge BC V4R1W1
Canada
Work: 604-463-5221
Mobile: 778-628-7240
bgailing@mapleridge.ca

Project Name: Village of Clinton
Project Location: Clinton, BC, Canada
Year of Installation: 2010
Capacity of OSHG System: 12 ppd
Brief Description and Scope of Work: MCT-12 Panel mounted unit with power supply, control panel, softener, brine tank, heater, blowers, acid cart and startup services.
Owner Contact Info: Karl Hansen
Village of Clinton
Clinton, BC, Canada
Work: (250) 459-2261
Mobile: (250) 457-7393
khansen@village.clinton.bc.ca

Our research - your future

DE NORA WATER TECHNOLOGIES CORPORATION

1110 Industrial Blvd Sugar Land, Texas 77478 United States - ph +1 281 240 6770 - fax +1 281 240 6762



REFERENCES & MAJOR PROJECTS 2016

PROJECT: City of Warden
NAME OF OWNER: City of Warden
CONTACT PERSON: Kristine Shuler
PHONE: (509) 349-2326
PRIMARY CONTRACTOR: POW Contracting
CONTRACT AMOUNT: \$500,000.00
APPROX. DATE COMPLETED: February 2016
COMMENTS: Flowserve BJ Submersible with VFD and pump rehab with new motor and VFD
ENGINEER: Gray & Osborne Engineers

PROJECT: Anacortes Water Treatment Plant River Intake Pump
NAME OF OWNER: City of Anacortes
CONTACT PERSON: Jeff Mars
PHONE: (360) 428-1598
PRIMARY CONTRACTOR: Award Construction
CONTRACT AMOUNT: \$180,000.00
APPROX. DATE COMPLETED: August 2014
COMMENTS: Byron Jackson / Ruhrpumpen
ENGINEER: HDR Engineering

PROJECT: Boeing 777X40-57
NAME OF OWNER: Boeing
CONTACT PERSON: Dean Gray
PHONE: (206) 300-8168
PRIMARY CONTRACTOR: Hoffman Construction
CONTRACT AMOUNT: \$1,506,914.00
APPROX. DATE COMPLETED: December 2014
COMMENTS: Paco Split Case Pumps
ENGINEER: BRPH – James Woodard / (321) 751-3150

PROJECT: Pottery Avenue Lift Station
NAME OF OWNER: City of Port Orchard
CONTACT PERSON: Dan Castillo
PHONE: (360) 876-2722
PRIMARY CONTRACTOR: Rush Developement
CONTRACT AMOUNT: \$160,000.00
APPROX. DATE COMPLETED: September 2014
COMMENTS: Vaughan
ENGINEER: RH2 Engineering

PROJECT: Pasco WWTP Aeration System Upgrades
NAME OF OWNER: City of Pasco
CONTACT PERSON: Reuel Klempel
PHONE: (509) 544-3083
PRIMARY CONTRACTOR: City of Pasco
CONTRACT AMOUNT: \$250,000.00
APPROX. DATE COMPLETED: November 2013
COMMENTS: ABS HST Blowers
ENGINEER: HDR Engineering

PROJECT: Chief Joseph Fish Hatchery Phase 2
NAME OF OWNER: Bonneville Power Administration
CONTACT PERSON: Pat Phillips
PHONE / EMAIL: (509) 631-1970 / patrick.phillips@colvilletribes.com
PRIMARY CONTRACTOR: PCL Construction Services
CONTRACT AMOUNT: \$532,840.00
APPROX. DATE COMPLETED: January 2013
COMMENTS: Supply and install of several Peerelss Vertical Turbine well pumps along with the supply of ABS submersible pumps at the reclamation ponds.
ENGINEER: Tetra Tech—Darrel Nice
(509) 744-9271/darrel.nice@tetrattech.com

PROJECT: KID Kiona Intake- Red Mountain South LID
NAME OF OWNER: Kennewick Irrigation district
CONTACT PERSON: Kyle Pettibone--Engineer
PHONE: (425) 951-5360 (work) kpettibone@rh2.com
PRIMARY CONTRACTOR: Pacific Crest Construction
CONTRACT AMOUNT: \$610,000.00
APPROX. DATE COMPLETED: October 2014
COMMENTS: This project consisted of 5 Peerless Vertical turbine pumps installed into a river intake structure on the Yakima River
ENGINEER: RH2 Engineers—Kyle Pettibone
(425) 951-5360 (work) kpettibone@rh2.com

PROJECT: City of Coeur d'Alene Phase 5C.1 WWTP Upgrades
NAME OF OWNER: City of Coeur D' Alene, ID
CONTACT PERSON: Casey Fisher
PHONE: (208) 769-2346/CFISHER@cdaid.org
PRIMARY CONTRACTOR: Williams Brothers Construction
CONTRACT AMOUNT: \$134,965.90
APPROX. DATE COMPLETED: November 2014
COMMENTS: This project included ABS submersible pumps & blowers
ENGINEER: HDR-Michael Zeltner
(208) 387-7089 / Michael.Zeltner@hdrinc.com

PROJECT: Cashmere Waste Water Treatment Facility Upgrades
NAME OF OWNER: City of Cashmere, WA
CONTACT PERSON: Bob Schmidt
PHONE: (509) 782-3513/bob@citofcashmere.org
PRIMARY CONTRACTOR: Harbor Pacific Contractors
CONTRACT AMOUNT: \$144,623.64
APPROX. DATE COMPLETED: September 2013
COMMENTS: Project included several ABS submersible pumps and Boosterpaq
ENGINEER: RH2 Engineering—Kyle Pettibone
(425) 951-5360 (work) / kpettibone@rh2.com

PROJECT: Clarkston Waste Water Treatment Facility Upgrades
NAME OF OWNER: City of Clarkston, WA
CONTACT PERSON: Weslson
PHONE: (509) 758-1674/wwtp@clarkston.com
PRIMARY CONTRACTOR: Williams Brothers Construction
CONTRACT AMOUNT: \$150,000.00
APPROX. DATE COMPLETED: September 2014
COMMENTS: Included ABS pumps and mixers and Vaughan Chopper pumps
ENGINEER: Keller Engineering—Jason King
(208) 288-1992 / jking@kellerassociates.com

PROJECT: City of Newport Lakewood Hills Pump Station
NAME OF OWNER: City of Newport
CONTACT PERSON: Lanny Schulze
PHONE: (541) 574-5874
PRIMARY CONTRACTOR: Clackamas Construction
CONTRACT AMOUNT: \$365,445.00
APPROX. DATE COMPLETED: November 2014
COMMENTS: 14'x26'x8' pre-fab blazer building with Boosterpaq BQ10337-R3, two CR10-3, and two CR90-2-2, 3ph 230v. with two CU352 controllers.
ENGINEER: Civil West Engineering

PROJECT: Lyons-Mehama Water District Booster Pump Station
NAME OF OWNER: Lyons-Mehama Water District
CONTACT PERSON: Bill Grimes
PHONE: (503) 859-2367
PRIMARY CONTRACTOR: Clackamas Construction
CONTRACT AMOUNT: \$249,897.00
APPROX. DATE COMPLETED: July 2014
COMMENTS: 14'x20'x8' pre-fab blazer building with two Grundfos CR5-4, 25 GPM AT 86' TDH, 1.5HP, 3450 RPM, 460/3/60 domestic pumps, and two Paco 5070-7 VL, 1000 GPM AT 147' TDH, 50HP, 1800 RPM 460/3/60 fire flow pumps.
ENGINEER: CH2M Hill Engineering



Section 3

Operation and Maintenance Considerations

On-Site Sodium Hypochlorite Generation System Estimated Whole-Life Cost Comparison

Prepared For: City of Black Diamond, WA

Project Name: City of Black Diamond,
North Bank Pump Facility



Treatment Plant Information

Instantaneous Flow gpm	400.00
Flow Mgd	0.58
Chlorine Dose ppm	1.00
Duty Time	100%
Annual Oxidizer Demand Pounds Cl ₂	1,752
Oxidizer Demand Pounds Cl ₂ Per Day	5

Capital Cost

ClorTec OSHG	\$ 48,125.00
Chlorine Gas	\$ -
12% Bulk Sodium Hypochlorite	
Competitor OSHG	

Raw Material Concentration

Chlorine Gas	0%
NaOCl 12% (Degraded By 15%)	

OSHG Raw Material Consumption

DNWT ClorTec OSHG	
Salt Pounds per Pound Cl ₂ Equivalent	3.0
Power kWh per Pound Cl ₂ Equivalent	2.0
Competitor OSHG	
Salt Pounds per Pound Cl ₂ Equivalent	
Power kWh per Pound Cl ₂ Equivalent	

Raw Material Cost

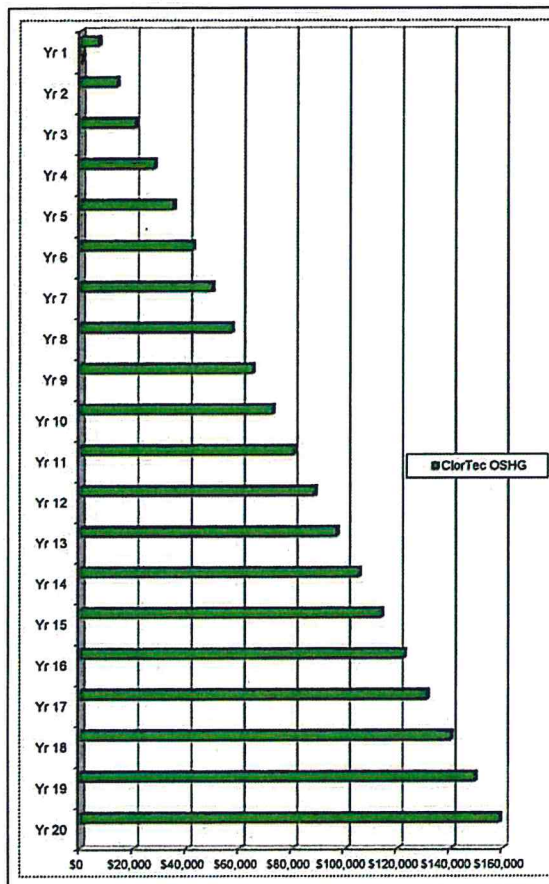
Chlorine Gas per Pound	\$ -
12% Bulk Sodium Hypochlorite Cost per Gallon	
Salt Cost per Pound	\$ 0.125
kWh Cost	\$ 0.0820
Fully Burdened Labour Cost Per Hour	\$ 25.00

Estimated Annual Plant Operation Labor (Hours)

DNWT ClorTec OSHG	100.00
Chlorine Gas	-
12 % Sodium Hypochlorite	
Competitor OSHG	-

Price Escalation

Chemical Price Index	104%
Consumer Price Index	103%



On-Site Sodium Hypochlorite Generation System Estimated Whole-Life Cost Comparison

Prepared For: City of Black Diamond, WA
North Bank Pump Facility
Project Name: City of Black Diamond, WA
North Bank Pump Facility

10 Year Whole Life Cost Comparison \$61,481.55

ClorTec OSHG

YEAR 1

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$944.33
Plant Operation Labor	\$2,500.00
TOTAL COST (yr. 1)	\$6,731.64
<i>ClorTec (yr. 1)</i>	<i>-\$6,731.64</i>

YEAR 2

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$972.66
Plant Operation Labor	\$2,575.00
TOTAL COST (yr. 2)	\$6,834.97
TOTAL CUMULATIVE COST	\$13,566.62
<i>ClorTec (yr. 1-2)</i>	<i>-\$13,566.62</i>

YEAR 3

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,001.84
Plant Operation Labor	\$2,652.25
TOTAL COST (yr. 3)	\$6,941.40
TOTAL CUMULATIVE COST	\$20,508.02
<i>ClorTec (yr. 1-3)</i>	<i>-\$20,508.02</i>

YEAR 4

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,031.89
Plant Operation Labor	\$2,731.82
TOTAL COST (yr. 4)	\$7,051.03
TOTAL CUMULATIVE COST	\$27,559.05
<i>ClorTec (yr. 1-4)</i>	<i>-\$27,559.05</i>

ClorTec OSHG

YEAR 5

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,062.85
Plant Operation Labor	\$2,813.77
TOTAL COST (yr. 5)	\$7,163.94
TOTAL CUMULATIVE COST	\$34,722.98
<i>ClorTec (yr. 1-5)</i>	<i>-\$34,722.98</i>

YEAR 6

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,094.73
Plant Operation Labor	\$2,898.19
TOTAL COST (yr. 6)	\$7,280.24
TOTAL CUMULATIVE COST	\$42,003.22
<i>ClorTec (yr. 1-6)</i>	<i>-\$42,003.22</i>

YEAR 7

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,127.58
Plant Operation Labor	\$2,985.13
TOTAL COST (yr. 7)	\$7,400.02
TOTAL CUMULATIVE COST	\$49,403.24
<i>ClorTec (yr. 1-7)</i>	<i>-\$49,403.24</i>

YEAR 8

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,161.40
Plant Operation Labor	\$3,074.68
TOTAL COST (yr. 8)	\$7,523.40
TOTAL CUMULATIVE COST	\$56,926.65
<i>ClorTec (yr. 1-8)</i>	<i>-\$56,926.65</i>

ClorTec OSHG**YEAR 9**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,196.25
Plant Operation Labor	\$3,166.93
TOTAL COST (yr. 9)	\$7,650.49
TOTAL CUMULATIVE COST	\$64,577.14
<i>ClorTec (yr. 1-9)</i>	<i>-\$64,577.14</i>

YEAR 10

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,232.13
Plant Operation Labor	\$3,261.93
TOTAL COST (yr. 10)	\$7,781.38
TOTAL CUMULATIVE COST	\$72,358.52
<i>ClorTec (yr. 1-10)</i>	<i>-\$72,358.52</i>

ClorTec OSHG**YEAR 11**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,269.10
Plant Operation Labor	\$3,359.79
TOTAL COST (yr. 9)	\$7,916.20
TOTAL CUMULATIVE COST	\$80,274.72
<i>ClorTec (yr. 1-9)</i>	<i>-\$80,274.72</i>

YEAR 12

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,307.17
Plant Operation Labor	\$3,460.58
TOTAL COST (yr. 10)	\$8,055.07
TOTAL CUMULATIVE COST	\$88,329.80
<i>ClorTec (yr. 1-10)</i>	<i>-\$88,329.80</i>

ClorTec OSHG**YEAR 13**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,346.39
Plant Operation Labor	\$3,564.40
TOTAL COST (yr. 9)	\$8,198.10
TOTAL CUMULATIVE COST	\$96,527.90
<i>ClorTec (yr. 1-9)</i>	<i>-\$96,527.90</i>

YEAR 14

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,386.78
Plant Operation Labor	\$3,671.33
TOTAL COST (yr. 10)	\$8,345.43
TOTAL CUMULATIVE COST	\$104,873.33
<i>ClorTec (yr. 1-10)</i>	<i>-\$104,873.33</i>

ClorTec OSHG**YEAR 15**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,428.38
Plant Operation Labor	\$3,781.47
TOTAL COST (yr. 9)	\$8,497.17
TOTAL CUMULATIVE COST	\$113,370.50
<i>ClorTec (yr. 1-9)</i>	<i>-\$113,370.50</i>

YEAR 16

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,471.23
Plant Operation Labor	\$3,894.92
TOTAL COST (yr. 10)	\$8,653.47
TOTAL CUMULATIVE COST	\$122,023.97
<i>ClorTec (yr. 1-10)</i>	<i>-\$122,023.97</i>

ClorTec OSHG**YEAR 17**

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,515.37
Plant Operation Labor	\$4,011.77
TOTAL COST (yr. 9)	\$8,814.45
TOTAL CUMULATIVE COST	\$130,838.42
<i>ClorTec (yr. 1-9)</i>	<i>-\$130,838.42</i>

YEAR 18

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,560.83
Plant Operation Labor	\$4,132.12
TOTAL COST (yr. 18)	\$8,980.27
TOTAL CUMULATIVE COST	\$139,818.68
<i>ClorTec (yr. 1-18)</i>	<i>-\$139,818.68</i>

YEAR 19

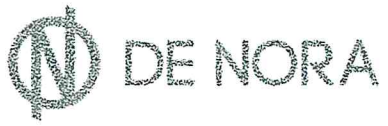
Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,607.66
Plant Operation Labor	\$4,256.08
TOTAL COST (yr. 19)	\$9,151.05
TOTAL CUMULATIVE COST	\$148,969.74
<i>ClorTec (yr. 1-19)</i>	<i>-\$148,969.74</i>

YEAR 20

Capital Cost Amortization	\$3,234.76
Annual Maintenance	\$52.56
Operation Raw Materials	\$1,655.88
Plant Operation Labor	\$4,383.77
TOTAL COST (yr. 20)	\$9,326.97
TOTAL CUMULATIVE COST	\$158,296.70
<i>ClorTec (yr. 1-20)</i>	<i>-\$158,296.70</i>

Cumulative Cost Comparison Summary

	ClorTec OSHG
Yr 1	\$6,731.64
Yr 2	\$13,566.62
Yr 3	\$20,508.02
Yr 4	\$27,559.05
Yr 5	\$34,722.98
Yr 6	\$42,003.22
Yr 7	\$49,403.24
Yr 8	\$56,926.65
Yr 9	\$64,577.14
Yr 10	\$72,358.52
Yr 11	\$80,274.72
Yr 12	\$88,329.80
Yr 13	\$96,527.90
Yr 14	\$104,873.33
Yr 15	\$113,370.50
Yr 16	\$122,023.97
Yr 17	\$130,838.42
Yr 18	\$139,818.68
Yr 19	\$148,969.74
Yr 20	\$158,296.70



Section 4

Capital Cost

Price Wall Mounted MCT-12

Item No.	Quantity	Description	Total Price (US\$)
1	One Each	12 lbs/day on-site sodium hypochlorite generator, with equipment (As listed under 1.A Scope of Supply)	Included
2	One Lot	Engineering & Documentation	Included
3	One Lot	Freight (see delivery schedule)	Included
		Total	\$ 48,125.00

Note: Pricing listed above is not inclusive of taxes.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Res No. 16-1082, authorizing the Mayor to sign a Professional Services Agreement for building department related services.	Agenda Date: March 17, 2016	
	AB16-024	
	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	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$180,000 estimated for 2016 through 2018 (2 years)		
Fund Source: --Community Development Permit Revenue	Public Works – Seth Boettcher	
Timeline: May 2016 to May 2018 (2years)	Court – 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. 16-1082; Professional Services Agreement		
SUMMARY STATEMENT: <p>The City has been using the building services from the Cities of Covington and Maple Valley under an Interlocal Agreement (ILA) for several years because there had not been enough building permit activity for the City to fund its own Building Official and inspectors. Under this agreement, Covington provides the services of their Building Official, Robert Meyers and Plans Examiner, Greg Christianson. Building inspections are performed by Bruce King and Mike Bailey from Maple Valley. Due to the increasing development pressures in Covington and Maple Valley, the City's building services appear to be suffering. In many cases, permit approvals have been backlogged, potentially causing the City to miss its statutory deadline for approving permits. Also, billable hours from two vendors have been difficult to reconcile resulting in additional administrative time reviewing invoices.</p> <p>Therefore, staff recommends terminating the Interlocal Agreement and entering into a Personal Services Agreement with BHC Consultants, LLC. BHC Consultants, LLC is a well-established firm located in Seattle, Wa who provides consistent building department services for local municipalities including, Sammamish, Bellevue, Kenmore, Lake Forest Park, Redmond, and Seattle. The benefits to the City under this agreement are as follows:</p> <ul style="list-style-type: none"> • One dedicated, certified inspector will be onsite 3 days a week (with regular hours) answer building related questions, conduct inspections, issue simple "over the counter permits", and respond to code complaints. • The turnaround for plan review and permit approval will be shorter. • A Building Official will be readily available as needed but the City will not be paying for billable hours at the higher rate Building Official rate as it does now for business that can be managed by the inspector. • The BHC fee schedule and billing model will make it much easier to ensure the permit fees are accurately covering expenses. • BHC has staff available to cover additional workload as permit activity increases. <p>FISCAL NOTE (Finance Department): The 2016 Budget for Building Inspections and Plan checks expenditures for 2016 is \$88,000 and</p>		

is expected to cover the costs of this contract based on the three days a week certified inspector and the current estimated Plan Checks. If the number of permits or inspections increases, the building permit revenue will also increase and will cover the costs. If this occurs both the budgets for Revenue and offsetting expenditures will need to be amended to show the increases in a year end budget amendment.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-1082, authorizing the Mayor to execute a professional services agreement with BHC Consultants, LLC for building services.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 17, 2016		

RESOLUTION NO. 16-1082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH BHC CONSULTANTS, LLC FOR BUILDING DEPARTMENT RELATED SERVICES

WHEREAS, City of Black Diamond Building Code adopts the state building code whereby the City designates and authorizes a building official to enforce the provisions of the state building code with the exception of the fire code; and

WHEREAS, in accordance with the state building code and concurrent to the designation of the authority of the building official, the building official shall have the authority to hire related technical officers, plan examiners, and inspectors; and

WHEREAS, the City currently utilizes building department related services from the Cities of Covington and Maple Valley under an existing Interlocal Agreement because there is not enough building permit activity to allow the City to maintain a full-time official/inspector; and

WHEREAS, building activity has been increasing and staffing levels under the existing Agreement do not provide flexibility to meet projected building activity workloads; and

WHEREAS, the City contacted BHC Consultants, LLC, and after discussions with BHC about their services, staff determined that BHC has the capacity to meet the City's present needs; and

WHEREAS, turnaround times for plan review and permit approval under the current arrangement are not meeting the City's timelines under the existing Agreement and BHC Consultants, LLC proposes to provide faster plan review and permit approvals; and

WHEREAS, under the current arrangement with the Interlocal Agreement, there is no one dedicated to respond to citizens questions and concerns on matters related to building code; and

WHEREAS, BHC Consultants, LLC proposes to provide a certified inspector onsite 3 days a week with regular hours to answer building related questions, conduct inspections, respond to code complaints, and issue simple "over the counter" permits; and

WHEREAS, BHC will provide a readily available certified Building Official as needed to provide code administration and interpretations and will not be billing the City at the higher rate for Building Official services for work that can be performed by the certified inspector or plans examiner; and

WHEREAS, under the existing Agreement, the City received separate bills from Covington and Maple Valley for building services making it difficult to reconcile expenses which results in additional administrative time reviewing invoices; and

WHEREAS, the BHC fee schedule and billing model, as proposed, will make it easier to ensure permit fees are accurately covering expenses;

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

Section 1. The Mayor is authorized to sign a Professional Services Agreement with BHC Consultants, LLC for building code administration, plans examination, building inspection and building related code enforcement services, substantially in the form as Attachment A to replace the existing Interlocal Agreement with the Cities of Covington and Maple Valley.

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 BHC Consultants, a Limited Liability Company, organized under the laws of the State of Washington, doing business at:

BHC CONSULTANTS (hereinafter the "CONSULTANT")
1601 Fifth Avenue, Suite 500
Seattle, WA 98010
Contact: William Hill, Director, Construction Code Compliance, Phone: 206-505-3400
Fax: 206-505-3406
e-mail: william.hill@bhccconsultants.com

for professional services in connection with building permit services to administer building code requirements, review building permit applications, conduct building inspections, and engage in building-related code enforcement activities.

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 "B." 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.

Revised 2/26/15

3. **Terms.** This Agreement shall commence on May 1, 2016 ("Commencement Date") and shall terminate on May 1, 2018 unless extended or terminated in writing as provided herein.

4. **Compensation.**

☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

☐ 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 "_____".

☐ 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. Provide for fixed fee rates as identified in fee schedule attached hereto as Exhibit "B".

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with 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 thirty (30) days of receipt of a proper invoice. All payments shall be delivered to: BHC Consultants, LLC, 1601 Fifth Avenue Suite 500, Seattle WA 98101. 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 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 consultant's 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

BHC Consultants, LLC
Attn: Craig Chambers, President
1601 Fifth Avenue, Suite 500
Seattle, WA 9101

Phone: 206-505-3400
Fax: 206-505-3406

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, then such disputes shall be submitted to and considered in nonbinding mediation before either party may commence litigation. The 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

BHC CONSULTANTS, LLC

By: _____
Carol Benson
Mayor

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____
Brenda Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

EXHIBIT - A

SCOPE OF SERVICES

1. PLAN REVIEW

BHC will review plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and City of Black Diamond.

- A. The BHC will not design for the applicant, make any structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant or design professional.
- B. Reviews shall be done by BHC onsite staff or at the BHC office.
- C. If corrections or additions are required, the reviewer will write a review letter addressed to the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions/additions to the City per the submittal requirements for the permit type under review.
- D. BHC will indicate that the drawings have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet in up to two sets of drawings including the cover sheet.
- E. Complete reviews will include structural, nonstructural, accessibility, energy, and ventilation requirements. Partial reviews will be indicated as either structural or nonstructural or as mutually agreed upon.

2. PROCESS

- A. BHC staff will determine which plans are to be reviewed on site (at the City) or sent to the BHC office. Basic "over the counter" type permits will be reviewed onsite (at the City) by the BHC inspector. New Single family and commercial plans will mostly be reviewed by BHC staff at the BHC office.
- B. The City will intake, track, and process the permit applications and all revisions per current building and permit administration procedures.
- C. BHC will be responsible for the transportation and cost of returning permit review documents back to the City. The City will be responsible for the transportation and cost of delivering permit review documents to BHC.
- D. The Consultant will complete the initial review and will have either approved the application and notified the City of approval or contacted the applicant and the City with corrections within the time frames listed below:

Project Type	Initial Review	Re-Review
Single-Family	10 days (2 weeks)	5 days (1 week)
Multi-Family	15 days (3 weeks)	10 days (2 weeks)
Commercial	20 days (4 weeks)	15 days (3 weeks)

Turn-around for all other types of permit applications is to be negotiated.

- E. The Consultant will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not complete, contact the applicant and the City with additional revision requests within the time frames specified above.
- F. The review time may be negotiated based on the number and complexity of projects to be reviewed. The Consultant will not be held responsible for delays beyond the Consultant's control. During heavy workloads or schedule delays, the Consultant shall notify the City of revisions to estimated target dates. The Consultant acknowledges that there are deadlines for processing permits, and that lawsuits for damages may be brought against the City for failure to process permit applications according to the established deadlines. Therefore, Consultant understands that its "heavy workloads or schedule delays" are insufficient excuses for meeting statutory and code deadlines for issuance of final decisions on permits.

2. BUILDING OFFICIAL SERVICES

William Hill, CBO, ACO from BHC Consultants, LLC will provide Building Official services for code interpretation and administrative needs such as ordinance review and update, staffing needs and department budget development and review.

3. BUILDING INSPECTION SERVICES

BHC will provide a certified building inspector at a minimum of three (3) days per week or as otherwise required by the city services:

- A. The BHC inspector will perform the following inspection tasks:
 - a. non-structural fire and life safety inspections
 - b. structural inspections
 - c. energy code inspections
 - d. barrier free inspections
 - e. mechanical & plumbing inspections
 - f. code compliance
- B. The inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable City Building Codes. except that the inspector will confer with the Building Official on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
- C. Inspections will be done in accordance with codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.

4. ADDITIONAL SERVICES PROVIDED.

- A. If performed by BHC, Civil/Site plan reviews will be charged at the hourly rates shown in Labor Rate Schedule, depending on the type of review, as identified in Exhibit B and attached to this Personal Services Agreement.

B. Pre permit plan review meetings to review code requirements and city department permit coordination will be charged at the hourly rates shown in Labor Rate Schedule, Building Official services, as identified in Exhibit B and attached to this Personal Services Agreement

C. Review of deferred submittals will be charged at the hourly rates shown in Labor Rate Schedule, depending on the type of review, as identified in Exhibit B and attached to this Personal Services Agreement.

D. Revisions to plans that require additional plan review will be charged at the hourly rates shown in Labor Rate Schedule, depending on the type of review, as identified in Exhibit B and attached to this Personal Services Agreement

E. Attendance at meetings when requested by the CITY will be charged at the hourly rates shown in Labor Rate Schedule, Building Official services, as as identified in Exhibit B and attached to the is Personal Services Agreement.

F. Fire Code, Fire Sprinkler, Fire Alarm plan reviews when requested by the CITY will be charged at the hourly rates shown in Labor Rate Schedule, Plan Reviewer- nonstructural, as identified in Exhibit B and attached to the is Personal Services Agreement.

ATTACHMENT - B
SCHEDULE OF RATES, CHARGES AND FEES

<u>Classification</u>	<u>Hourly Rate</u>
Building Inspector	\$70
Building Official services	\$140
Plan Reviewer - nonstructural	\$120*
Structural P.E.	\$150
Civil/site plan review (P.E.)	\$130
Administration Assistance	\$50

PLAN REVIEW FEES:

(For reviews sent to BHC due to complexity or project size. These fees are not intended for reviews performed at the City of Black Diamond by onsite inspector). The 75% of city collected Plan review fees include initial review and one corrections. *Additional corrections will be charged at the hourly rate.

Residential:

Single Family Dwellings will be charged at 75% of City's collected Plan Review fee (complete review including structural, non-structural, mechanical, plumbing, State Energy, and applicable items in the City's Municipal Code .

At the request of the City and with concurrence by Consultant, plan review fees may be determined to be charged at the hourly rate as identified in labor rate schedule as opposed to the following "fixed fee" rates.

Non-Residential:

A. Complete Plan Review

- IBC Non-structural Fire & Life Safety + Structural, disabled accessibility and/or State Energy Code, *IMC and/or UPC*.

75% of the City collected Plan Review fee (\$250 minimum).

B. Partial Review:

Will consist of one of the following:

- IBC Non-structural Fire & Life Safety including mechanical/plumbing when issued as part of a combination building permit, and State Energy and Accessibility review
-OR-
- IBC Structural ONLY

50% of the plan review fee calculated (\$250 minimum).

C. Mechanical/Plumbing (issued as separate permit)

When permit for such work is issued separately from a building combination permit and permit fee is based on valuation of such work separate from building permit, fee will be assessed at the partial review percentage noted above. If permit fee is based on unit fee per the IMC or UPC, fee will be charged the hourly rate.

- D. Upon City's request, Civil/Site Plan review will be charged at the hourly civil plan review rates. These fees include the initial plan review plus one (1) recheck. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule.

1. ADDITIONAL:

- A. All other review services and reviews in excess of two (the initial review plus one re-check) shall be paid on a time-and-expense basis using the hourly rate for Plan Reviewer either non-structural or structural depending on the type of review.
- B. In-house (at City's location) plan review and other services will be provided as directed by the City and agreed upon by the Consultant on a time-and-expense basis using an hourly rate for either Building Inspector or Plan Reviewer (nonstructural or structural) depending on the type of review or services needed.
- C. Valuation figures used to determine the plan review fees will be calculated based on the City's adopted Fee Schedule or Resolution.
- D. Each billing statement will include the permit application number and owner or project name of the plans reviewed with the fee.
- E. Billing statements will be issued for reviews that receive a complete initial review in the preceding month or other acceptable time period. A complete initial review shall constitute an earned fee for both City and Consultant.
- F. The City shall have the right to withhold payment to the Consultant for any work not completed in a satisfactory manner until such time that the consultant modifies such work to the satisfaction of the City.
- G. The cost of delivering plans for review to BHC will be incurred by the CITY. The cost of delivering reviewed plans back to city will be incurred by BHC.
- H. Mileage travel rates shown are portal to portal from inspector's residence or the Seattle office, whichever is less for on-call services. One hour of travel time will be charged for each day of travel to City's location.
- I. All mileage included by BHC inspector will be reimbursed at the most current IRS rate, currently .575 cents per mile.
- J. Consultant staff's normal work days are Monday through Friday (8am~5pm). Office work on Saturdays, Sundays or CITY Holidays will be performed only at specific request of the City. Billing for work performed outside normal work hours are on Saturdays, Sundays, or CITY Holidays shall be at 150% of the rates shown above.

- K. This Schedule of Hourly Rates is effective as of January 1, 2015. Rates are subject to annual review.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: March 17, 2016	AB16-025
Res No. 16-1083, authorizing the Mayor to execute the City's written final plat approval for the Diamond Ridge subdivision	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	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): none	Public Works – Seth Boettcher	
Fund Source: -- n/a	Court – Stephanie Metcalf	
Timeline: n/a		
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. 16-1083; Staff Report		
<p>SUMMARY STATEMENT:</p> <p>The Diamond Ridge Subdivision is a 10-lot plat that received Preliminary Approval in 2011. The Diamond Ridge Preliminary Plat is located at 32355 5th Ave in the R4 Single Family Residential zone district. The owners, Shake and Bake, LLC, have completed the preliminary plat requirements and are now requesting final plat approval. Staff has worked with the applicants to ensure the Preliminary Plat approval requirements have been met. Staff's written findings and a recommendation for approval are documented in a staff report for City Council review. Based on the staff report, if the Council determines that the final plat conforms to all terms of the preliminary plat approval and that adequate bonds have been posted, then by Resolution, it shall accept staff's written findings and authorize the Mayor to execute final plat approval by entering the city's written approval on the face of the plat.</p> <p>REQUESTED ACTION: Accept as first reading Resolution No. 16-1083, approving the final plat for the Diamond Ridge Subdivision (PLN 15-0044; setting forth supportive findings and fixing a time when the final plat shall become effective.</p> <p>FISCAL NOTE (Finance Department): No fiscal impact</p> <p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</p> <p>RECOMMENDED ACTION: MOTION to accept as first reading Resolution No. 16-1083, approving the final plat for the Diamond Ridge Subdivision (PLN 15-0044; setting forth supportive findings and fixing a time when the final plat shall become effective.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 17, 2016		

RESOLUTION NO. 16-1083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON GRANTING FINAL PLAT APPROVAL TO THE DIAMOND RIDGE SUBDIVISION, APPLICATION PLN15-0044

WHEREAS, approval of the preliminary plat of Diamond Ridge was granted by the City of Black Diamond Hearing Examiner subject to thirteen (13) conditions on December 1, 2011; and

WHEREAS, Shake n Bake, LLC, a Washington limited liability corporation has petitioned the City for final approval of their plat known as Diamond Ridge in accordance with Black Diamond Municipal Code (BDMC) Chapter 17.20; and

WHEREAS, the applicant has completed and/or submitted appropriate financial guarantees for all required improvements, and all necessary inspections pursuant to the Black Diamond Municipal Code (BDMC) Chapter 17.20 (entitled "Final Plat Application and Approval") have occurred; and

WHEREAS, the applicant has submitted for review and approval by the City Council a final plat contained in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full; and

WHEREAS, the final plat application has been reviewed by relevant City departments; and

WHEREAS, the City of Black Diamond staff has determined that all conditions of the preliminary plat have either been met or bonded for and has recommended that final plat be granted; and

WHEREAS, the City Council concurs with staff's recommendations;

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

Section 1. Findings. The Black Diamond City Council hereby incorporates the above recitals as findings in support of this ordinance. The City Council further enters the following additional findings:

A. The final plat for the subdivision known as "Diamond Village" conforms to all the terms and conditions of the preliminary plat approval granted by the City of Black Diamond Hearing Examiner, approved December 1, 2011.

B. The final plat meets the requirements of the state laws and the Black Diamond Municipal Code that was in effect at the time of Preliminary Plat application.

C. All required plat improvements have either been constructed in compliance with approved plans or have been financially secured as specified by the Public Works Director.

D. The final plat has been processed and reviewed in material compliance with all applicable state and local procedural requirements.

E. The final plat is in conformance with all applicable zoning and other land use controls.

F. The final plat is supported by all applicable owner, staff and agency approvals, attestations, certifications and/or recommendations as required by state and local regulations.

Section 2. Final Plat Approval. Based upon the above findings, the City Council of Black Diamond hereby **APPROVES** the Diamond Ridge subdivision (PLN15-044) and authorizes and directs staff and the Mayor to take all actions necessary to effectuate this approval in facilitation the recording of the final plat with the King County Auditor.

Section 3. Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 4. Effective Date. This resolution shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law.

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