



**CITY OF BLACK DIAMOND**  
**July 21, 2016 Regular Business Meeting Agenda**  
25510 Lawson St., Black Diamond, Washington

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

**APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:**

**CONSENT AGENDA:**

- 1) Claim Checks** – July 21, 2016 - No. 43712 through No.43759 and EFTs in the amount of \$161,913.56
- 2) Minutes** – Tri-City Council Meeting of May 4, 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:**

**UNFINISHED BUSINESS:**

- |                                                                                              |                     |
|----------------------------------------------------------------------------------------------|---------------------|
| <b>3) DKS Claim Voucher</b>                                                                  | Councilmember Weber |
| <b>4) Yvonne Ward Claim Voucher</b>                                                          | Councilmember Weber |
| <b>5) AB16-034C</b> – Resolution Adopting 2017-2022 Six Year Transportation Improvement Plan | Mr. Boettcher       |
| <b>6) AB16-042A</b> – Resolution Authorizing an Agreement with DKS Associates                | Ms. Kincaid         |

**NEW BUSINESS:**

- |                                                                                           |              |
|-------------------------------------------------------------------------------------------|--------------|
| <b>7) AB16-043</b> – Resolution Approving Legal Services Contract with Kenyon Disend, LLC | Mayor Benson |
| <b>8) AB16-044</b> – Resolution Approving Special Event Permit for Labor Days             | Ms. Kincaid  |

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORT:**

- Councilmember Deady

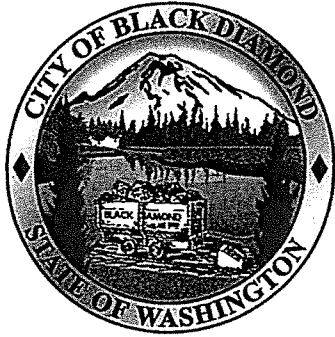
- Councilmember Morgan
- Councilmember Edelman
- Councilmember Weber
- Councilmember Pepper

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**



**CERTIFICATION**

Date: July 21, 2016

Check No.'s/EFT	Batch Name	Amount
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43712	June Pre-Council June 4th Batch	\$216.00
EFT's	July Pre-Council EFT 2 <sup>nd</sup> Council	\$6,793.46
43713-43759	July 2nd Council	\$154,904.10
	TOTAL	\$161,913.56

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 / CAROL BENSON, MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNCILMEMBERS

\_\_\_\_\_  
DATE

\_\_\_\_\_

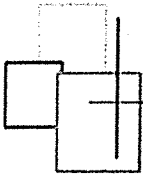
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# Register

Fiscal: 2016

Deposit Period: 2016 - July, 2016 - June

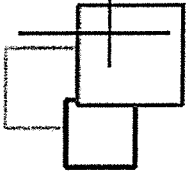
Check Period: 2016 - July - Pre-Council July EFT 2nd Council, 2016 - July - 2nd Council, 2016 - June - June 4th Batch, July 22nd Council

Check	Name	DATE	Amount
<b>Columbia Bank</b>			
<b>Check</b>			
<u>43712</u>	Yvonne Kinoshita Ward LLC	6/28/2016	\$216.00
<u>43713</u>	ADT Security Services (PA)	7/22/2016	\$49.58
<u>43714</u>	AHBL, Inc.	7/22/2016	\$7,200.00
<u>43715</u>	Art Gamblin Motors	7/22/2016	\$1,056.77
<u>43716</u>	BHC Consultants, LLC	7/22/2016	\$2,556.92
<u>43717</u>	Bill's Locksmith Service Inc.	7/22/2016	\$23.28
<u>43718</u>	Black Diamond Auto Parts	7/22/2016	\$75.13
<u>43719</u>	CenturyLink (WA)	7/22/2016	\$1,194.36
<u>43720</u>	CHS/Cenex	7/22/2016	\$3,681.28
<u>43721</u>	City of Black Diamond	7/22/2016	\$1,369.37
<u>43722</u>	City of Issaquah	7/22/2016	\$388.00
<u>43723</u>	City of Maple Valley	7/22/2016	\$412.50
<u>43724</u>	City of Milton	7/22/2016	\$4,537.67
<u>43725</u>	Comcast (34744)	7/22/2016	\$326.14
<u>43726</u>	Comcast (PA)	7/22/2016	\$395.05
<u>43727</u>	Dept of Ecology	7/22/2016	\$2,886.00
<u>43728</u>	Granite Telecommunications	7/22/2016	\$50.43
<u>43729</u>	H.D. Fowler Company	7/22/2016	\$268.70
<u>43730</u>	Home Depot Credit Service	7/22/2016	\$525.28
<u>43731</u>	HWA GeoSciences Inc.	7/22/2016	\$4,707.80
<u>43732</u>	Johnsons Home & Garden	7/22/2016	\$30.02
<u>43733</u>	King Co Radio Comm Services	7/22/2016	\$1,326.01
<u>43734</u>	KING COUNTY FINANCE	7/22/2016	\$44,506.50
<u>43735</u>	King County Fire District 44	7/22/2016	\$5,463.46
<u>43736</u>	King County Prosecuting Attorney	7/22/2016	\$177.90
<u>43737</u>	King County Sheriff's Office	7/22/2016	\$957.00
<u>43738</u>	Legend Data Systems, Inc.	7/22/2016	\$41.95
<u>43739</u>	Mary Burke	7/22/2016	\$205.00
<u>43740</u>	Modular Space Corp	7/22/2016	\$5,412.63
<u>43741</u>	O'Brien, Barton, & Hopkins, PLLP	7/22/2016	\$2,500.00
<u>43742</u>	Office Products Nationwide	7/22/2016	\$792.48
<u>43743</u>	Parametrix, Inc.	7/22/2016	\$1,898.64
<u>43744</u>	Pennie Morehead	7/22/2016	\$466.88
<u>43745</u>	Public Safety Testing, Inc	7/22/2016	\$193.00
<u>43746</u>	Puget Sound Clean Air Agency	7/22/2016	\$827.75



<u>43747</u>	Puget Sound Energy	7/22/2016	\$7,013.98
<u>43748</u>	Regional Animal Services of King County	7/22/2016	\$90.00
<u>43749</u>	Republic Services, Inc. #176	7/22/2016	\$663.32
<u>43750</u>	RH2 Engineering Inc.	7/22/2016	\$20,302.04
<u>43751</u>	Severson's Building Maint	7/22/2016	\$1,975.00
<u>43752</u>	Shred-It USA	7/22/2016	\$44.23
<u>43753</u>	Signs By Tomorrow	7/22/2016	\$37.70
<u>43754</u>	UW Valley Medical Center	7/22/2016	\$170.00
<u>43755</u>	Valley Communications	7/22/2016	\$13,150.28
<u>43756</u>	VenTek International	7/22/2016	\$90.00
<u>43757</u>	Verizon Wireless	7/22/2016	\$1,104.18
<u>43758</u>	Washington State Patrol	7/22/2016	\$590.25
<u>43759</u>	Washington State Treasurer	7/22/2016	\$13,169.64
<u>EFT Payment 6/30/2016 2:14:03 PM - 1</u>	U.S. Postal Service (Black Diamond)	6/30/2016	\$687.49
<u>EFT Payment 7/06/20161</u>	Dept of Licensing-Firearms Online	7/6/2016	\$18.00
<u>EFT Payment 7/12/2016 9:49:05 AM - 1</u>	Merchant Card Services	7/12/2016	\$915.20
<u>EFT Payment 7/14/20161</u>	First Bankcard	7/12/2016	\$3,525.30
<u>EFT Payment 7/20/20161</u>	US Bank Equipment Finance	7/12/2016	\$1,501.37
<u>EFT Payment 7/6/20161</u>	Invoice Cloud	7/6/2016	\$146.10
	<b>Grand Total</b>		<b>\$161,913.56</b>

# Voucher Directory



Vendor	Number	Reference	Account Number	Description	Amount
Yvonne Kinoshita Ward LLC	43712				
		062816 YKW		2016 - June - June 4th Batch, July 22nd Council	
			April and May 2016		
			001-000-150-515-30-41-10	Legal Lawsuits/Other Charges	\$216.00
				Mileage, Copies, Mailing and Legal Research Fees	\$216.00
		Total 062816 YKW			\$216.00
	Total 43712				
Total Yvonne Kinoshita Ward LLC					\$216.00
Grand Total		Vendor Count	1		\$216.00

# Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Dept of Licensing-Firearms Online EFT Payment 7/06/20161 063016 DFAO	2016 - July - Pre-Council July EFT 2nd Council				
	633-000-000-586-11-00-00			DOL- Firearms EFT Payments	\$18.00
	BD00000100				
	Total 063016 DFAO				\$18.00
Total Dept of Licensing-Firearms Online First Bankcard	2016 - July - Pre-Council July EFT 2nd Council				
	June Purchase				
	001-000-110-511-60-49-00			Training and Workshops	\$480.00
	001-000-130-513-10-49-01			AWC-Council Member Deady-2016 AWC Conference and Boeing Mobile Tour	\$480.00
Total Benson 5176 Esping 1117	AWC-Mayor-2016 AWC Conference and Boeing Mobile Tour				\$960.00
	June Purchase				
	001-000-191-525-60-31-00			Emergency Management Supplies	\$30.36
	001-000-210-521-10-31-00			Fred Meyer #0682-EOC-4-5 Gallon Bottles	\$29.77
	001-000-270-576-80-31-03			Operating Supplies	\$24.37
	001-000-270-576-80-35-00			Harbor Freight-Marine 1/4" Wire Rope Clips	\$7.92
	001-000-270-576-80-35-00			Operating Supplies	\$3.70
	001-000-270-576-80-35-00			Harbor Freight-Park-Building Hardware	\$1.98
	001-000-270-576-80-35-00			Small Tools & Safety Equip	\$0.92
	001-000-280-536-20-35-00			Northern Tool-PW-Cordless Screwdriver	\$14.85
	001-000-280-536-20-35-00			Small Tools & Safety Equip	\$6.93
	001-000-280-536-20-35-00			Small Tools & Safety Equip	
	101-000-000-543-50-35-00			Harbor Freight-PW-13 PC Titanium Drill Bits, Curved Jaw Locking Pin	
	101-000-000-543-50-35-00			Small Tools & Equipment	
	101-000-000-543-50-35-00			Northern Tool-PW-Cordless Screwdriver	
	101-000-000-543-50-35-00			Small Tools & Equipment	
	Harbor Freight-PW-13 PC Titanium Drill Bits, Curved Jaw Locking Pin				

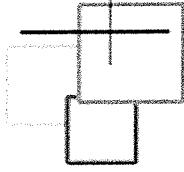
Vendor	Number	Reference	Account Number	Description	Amount
	401-000-000-534-80-35-00			Small Tools & Safety Equip	\$11.55
			Harbor Freight-PW-13 PC Titanium Drill Bits, Curved Jaw Locking Pin		
	401-000-000-534-80-35-00			Small Tools & Safety Equip	\$24.75
			Northern Tool-PW-Cordless Screwdriver		
	407-000-000-535-80-35-00			Small Tools & Safety Equipment	\$11.56
			Harbor Freight-PW-13 PC Titanium Drill Bits, Curved Jaw Locking Pin		
	407-000-000-535-80-35-00			Small Tools & Safety Equipment	\$24.75
			Northern Tool-PW-Cordless Screwdriver		
	410-000-000-531-10-35-00			Small Tools and Safety Equipment	\$11.56
			Harbor Freight-PW-13 PC Titanium Drill Bits, Curved Jaw Locking Pin		
	410-000-000-531-10-35-00			Small Tools and Safety Equipment	\$24.75
			Northern Tool-PW-Cordless Screwdriver		
	<b>Total Esping 1117</b>				<b>\$229.72</b>
	<b>Hanis 7970</b>				
	<b>June Purchase</b>				
	101-000-000-542-90-31-00			Office Supplies	\$10.13
			In A Plus Stmups & Signs-Washington Professional Engineer Stamps		
	401-000-000-534-80-31-02			Office Supplies	\$10.13
			In A Plus Stmups & Signs-Washington Professional Engineer Stamps		
	407-000-000-535-80-31-02			Office Supplies	\$10.13
			In A Plus Stmups & Signs-Washington Professional Engineer Stamps		
	410-000-000-531-10-31-00			Office Supplies	\$10.13
			In A Plus Stmups & Signs-Washington Professional Engineer Stamps		
	<b>Total Hanis 7970</b>				<b>\$40.52</b>
	<b>Kiblinger 7329</b>				
	<b>June Purchase</b>				
	001-000-210-521-10-31-00			Operating Supplies	\$30.63
			Amazon Marketplace-Marine Display Liturature		
	<b>Total Kiblinger 7329</b>				<b>\$30.63</b>
	<b>Lynch 4138</b>				
	<b>June Purchase</b>				
	001-000-216-521-30-31-00			DARE Supplies	\$341.82
			Darecatalogue.com-Police-DARE T-Shirts		
	<b>Total Lynch 4138</b>				<b>\$341.82</b>
	<b>MacDonald 7567</b>				
	<b>June Purchase</b>				
	001-000-210-521-10-32-00			Fuel	\$38.78
			Cenex-Police-Fuel for Police Vehicle		
	001-000-210-521-10-35-00			Firearms Program	\$388.80
			Optics Planet-Police-Airpoint Pro Patrol Optic Rifle		
	<b>Total MacDonald 7567</b>				<b>\$427.58</b>

Vendor	Number	Reference	Account Number	Description	Amount
Martinez 4360					
June Purchase					
	001-000-110-511	60-43-00		Lodging, Meals and Mileage	\$90.00
				PayPal-Council Members Dedy & Edelman-SCA Networking Dinner	
	001-000-130-513	10-43-00		Lodging, Meals & Mileage	\$45.00
				PayPal-Mayor-SCA Networking Dinner	
	Total Martinez 4360				\$135.00
Martinez 4829					
June Purchase					
	001-000-210-521	10-31-00		Operating Supplies	\$104.70
				The Home Depot-Police-Vacuum for Patrol Cars	
	001-000-210-521	10-31-04		Uniforms	\$149.87
				Nike.com-Police-Patrol Boots	
	001-000-210-521	10-31-04		Uniforms	\$18.95
				Amazon Mrkt-Black Mace Holder	
	001-000-210-521	10-31-04		Uniforms	\$80.16
				Amazon.com-Police-Handcuffs	
	001-000-210-521	10-31-04		Uniforms	\$143.39
				Amazon Mrkt-Police-Black Nylon Belt Pouches	
	001-000-210-521	10-31-04		Uniforms	\$129.23
				LN Curtis-Police-Holster	
	001-000-210-521	10-31-04		Uniforms	\$155.11
				Amazon.com-Police-Car Flashlight	
	Total Martinez 4829				\$781.41
McGraw 9074					
June Purchase					
	001-000-210-521	10-49-01		Training	\$35.00
				Act*MRSC-Police-Webinar Training	
	Total McGraw 9074				\$35.00
Metcalf 4013					
June Purchase					
	001-000-120-512	50-42-03		Postage	\$9.40
				USPS-Court-Postage	
	001-000-120-512	50-43-01		Lodging, Meals & Mileage	\$236.54
				The Davenport Hotel-Court-Lodging for DMCMA Conference	
	001-000-120-512	50-43-01		Lodging, Meals & Mileage	\$17.50
				The Davenport Hotel-Court- Transportation to DMCMA Conference	
	Total Metcalf 4013				\$263.44
Redd 5176					
June Purchase					
	001-000-246-558	70-49-00		Miscellaneous	\$16.29
				Work Sports & Outdoors-MDRT-Boot Brush	
	001-000-246-558	70-49-00		Miscellaneous	\$23.88
				Enumclaw Grocery Outlet-MDRT-Trash Bags	

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-246-558-70-49-00	Miscellaneous	\$14.53
			Safeway Store 5330-MDRT-Refreshments for Meeting		
			001-000-246-558-70-49-00	Miscellaneous	\$13.09
			Chuck's Doughnut-MDRT-Meeting Refreshments		
			001-000-246-558-70-49-00	Miscellaneous	\$16.92
			Oshio Teriyaki & Burger-MDRT-Working Lunch for MDRT Team		
<b>Total Redd 5176</b>					<b>\$84.71</b>
<b>Ross 9902</b>					
			<b>June Purchase</b>		
			001-000-210-521-10-31-04	Uniforms	(\$16.44)
			Amazon Mrkt-Police-Return 1 Taser Cartridge		
			001-000-210-521-10-31-04	Uniforms	\$60.61
			Amazon Mrkt-Police-Serpa Taser Holder		
			001-000-210-521-10-31-04	Uniforms	\$88.32
			Amazon Mrkt-Police-Safariland Taser Holder		
			001-000-210-521-10-31-04	Uniforms	\$50.72
			Amazon Mrkt-Police-Tactical Plate Leg Harness		
			001-000-210-521-10-31-04	Uniforms	(\$81.27)
			Amazon Mrkt-Police-Return Safariland Taser Holder		
			001-000-210-521-10-31-04	Uniforms	\$46.24
			Amazon Mrkt-Police-2 Taser Cartridges		
<b>Total Ross 9902</b>					<b>\$148.18</b>
<b>Tapecc 8227</b>					
			<b>June Purchase</b>		
			001-000-210-521-10-31-00	Operating Supplies	\$7.99
			Amazon Mrkt-Police-Cell Phone Case		
			001-000-210-521-10-31-00	Operating Supplies	\$7.99
			Amazon Mrkt-Police-Cell Phone Case		
			001-000-210-521-10-31-00	Operating Supplies	\$6.99
			Amazon Mrkt-Police-Cell Phone Case		
<b>Total Tapecc 8227</b>					<b>\$22.97</b>
<b>Williamson 8513</b>					
			<b>June Purchase</b>		
			001-000-246-558-70-32-00	Fuel	\$24.32
			Cenex-MDRT-Fuel for Vehicle		
<b>Total Williamson 8513</b>					<b>\$24.32</b>
<b>Total EFT Payment 7/14/20161</b>					<b>\$3,525.30</b>
<b>Total First Bankcard</b>					<b>\$3,525.30</b>
<b>Invoice Cloud</b>					
			<b>EFT Payment 7/6/20161</b>		
			<b>774-2016-6</b>		
			<b>2016 - July - Pre-Council July EFT 2nd Council</b>		
			<b>June Invoice Cloud Fees</b>		
			401-000-000-534-80-49-50	Merchant Card Service Fees	\$36.52
			407-000-000-535-80-49-50	Merchant Card Service Fees	\$36.53

Vendor	Number	Reference	Account Number	Description	Amount
Total Invoice Cloud Merchant Card Services	Total 774-2016-6		410-000-000-531-10-49-50	Merchant Card,CC, Lien Fees	\$73.05
	EFT Payment 7/6/20161				\$146.10
					\$146.10
					\$146.10
EFT Payment 7/12/2016 9:49:05 AM - 1 070516 MCF	2016 - July - Pre-Council July EFT 2nd Council				
	June Merchant Card Fees				
	001-000-180-518-90-49-03		City Hall 633	Merchant Card Service Fees	\$83.79
	001-000-210-521-10-49-04		Police 375	Merchant Card Service Fees	\$149.96
	001-000-240-558-51-49-05		Permitting 658	Merchant Card Service Fees	\$580.95
	001-000-270-576-80-49-01		Parks 758	Merchant Card Service Fees	\$100.50
	Total 070516 MCF				
	Total EFT Payment 7/12/2016 9:49:05 AM - 1				\$915.20
	Total Merchant Card Services				\$915.20
	U.S. Postal Service (Black Diamond)				\$915.20
EFT Payment 6/30/2016 2:14:03 PM - 1 063016 USPS BD	2016 - July - Pre-Council July EFT 2nd Council				
	June Bulk Postage				
	401-000-000-534-80-42-01		Postage		\$171.87
	407-000-000-535-80-42-01		Postage		\$171.87
	410-000-000-531-10-42-01		Postage		\$343.75
	Total 063016 USPS BD				\$687.49
	Total EFT Payment 6/30/2016 2:14:03 PM - 1				\$687.49
	Total U.S. Postal Service (Black Diamond)				\$687.49
	US Bank Equipment Finance				
	EFT Payment 7/20/20161				
307790626	2016 - July - Pre-Council July EFT 2nd Council				
	July Rental				
	001-000-210-521-10-45-00		Lease Payments - US Bank/Copier		\$195.18
	001-000-248-594-18-64-00		MDRT-Computer/Printer		\$195.18
	001-000-254-518-20-45-04		Facilities Copier Maint Lease		\$1,111.01
	Total 307790626				\$1,501.37
	Total EFT Payment 7/20/20161				\$1,501.37
	Total US Bank Equipment Finance				\$1,501.37
	Vendor Count		6		\$1,501.37
	Grand Total				\$6,793.46

# Voucher Directory



Vendor	Number	Reference	Account Number	Description	Amount
<b>ADT Security Services (PA)</b>					
	43713				
		592245997		2016 - July - 2nd Council	
			July 12 to August 11, 2016 Services		
			001-000-248-518-20-49-02	MDRT Bldg Security Costs	\$19.83
			001-000-254-518-20-49-00	Facilities Security	\$29.75
					\$49.58
		Total 592245997			\$49.58
					\$49.58
<b>Total ADT Security Services (PA)</b>					
AHBL, Inc.	43714				
		98666		2016 - July - 2nd Council	
			April 28 to May 25 Services		
			001-000-240-558-60-41-06	Prof Sys-Gen Gvt Planner	\$7,200.00
				CD-On-Site Planning Services	
		Total 98666			\$7,200.00
					\$7,200.00
<b>Total AHBL, Inc.</b>					
Art Gamblin Motors	43715				
		241638		2016 - July - 2nd Council	
			001-000-210-521-10-48-01	Vehicle Maintenance & Repair	\$1,056.77
				Police-Replace Rotors, Brake Services, Fuel Injection System Service	
		Total 241638			\$1,056.77
					\$1,056.77
<b>Total Art Gamblin Motors</b>					
BHC Consultants, LLC	43716				
		16-30058		2016 - July - 2nd Council	
			April 23 to May 27, 2016 Services		
			001-000-240-558-51-41-03	Bldg Official Costs	\$2,556.92
				CD-Inspections/Building Official Services	
		Total 16-30058			\$2,556.92
					\$2,556.92
<b>Total BHC Consultants, LLC</b>					
					\$2,556.92



Vendor	Number	Reference	Account Number	Description	Amount
Bill's Locksmith Service Inc. 43717	Total 43717	113178	310-000-002-594-18-62-00	2016 - July - 2nd Council	
				Council Chamber & Police & Court Bldg	\$23.28
				Chambers-Duplicate Keys	\$23.28
					\$23.28
Total Bill's Locksmith Service Inc. Black Diamond Auto Parts 43718	Total 113178	412439	001-000-210-521-10-48-01	2016 - July - 2nd Council	
				June Purchases	
				Vehicle Maintenance & Repair	\$75.13
				Police-Washer Fluid, Wiper Blades, Bulbs	\$75.13
Total Black Diamond Auto Parts CenturyLink (WA) 43719	Total 412439	070116 CL	001-000-120-512-50-42-00	2016 - July - 2nd Council	
				June Services	
				Telephone/DSL	\$141.38
				Court/PS Security Line 360-886-2456 160B	\$66.93
			001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$68.38
				Police Fax 360-886-2901 325B	
				Police Telephone/DSL/Air Cards	\$171.59
				Police Line 2 360-886-2862 596B	\$140.13
				Police Main Line 253-631-1012 182B	\$5.02
				Police Telephone/DSL/Air Cards	\$2.51
				Police T1 Line-KC Inet 2096-T51-3585 584B	\$27.62
				Telephone/DSL/Radios	\$30.13
				PW/Parks 360-886-2523 656B	\$279.20
				Telephone, DSL & Radios	\$48.21
				PW/Cemetery 360-886-2523 656B	
				Telephone/DSL/Radios	
				PW/Street 360-886-2523 656B	
				Telephone/DSL/Radios	
				PW/Water 360-886-2523 656B	
				Telephone/DSL/Radios	
				Water Reservoir 360-886-7235 830B	
				Telephone/DSL/Radios	
				Diamond Glen Sewer 360-886-0537 580B	

Vendor	Number	Reference	Account Number	Description	Amount
Total CenturyLink (WA) CHS/Cenex	43720	Total 43719	407-000-000-535-80-42-00	Telephone/DSL/Radios	\$52.91
			Morganville Pump Station 360-886-2835 784B		
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$42.78
			Ridge Sewqer Pump Station 360-886-0474 006B		
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$30.13
			PW/Sewer 360-886-2523 656B		
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$57.31
			410-000-000-531-10-42-00	Telephone/DSL/Radios	\$30.13
			PW/Drainage 360-886-2523 656B		
			Total 070116 CL		\$1,194.36
Total CHS/Cenex City of Black Diamond	43721	Total 43720	2016 - July - 2nd Council		\$1,194.36
			063016 CHS		\$1,194.36
			June Fuel		\$1,194.36
			001-000-180-518-50-32-01	Fuel-Central Services	\$315.07
			001-000-180-518-50-32-01	Fuel-Central Services	\$62.00
			001-000-215-521-14-32-00	Marine Grt-Fuel	\$84.01
			001-000-246-558-70-32-00	Fuel	\$103.42
			001-000-270-576-80-32-00	Fuel	\$47.39
			001-000-280-536-20-32-00	Fuel	\$23.69
			101-000-000-543-50-32-00	Fuel	\$260.64
Total CHS/Cenex City of Black Diamond	43721	Total 43720	401-000-000-534-80-32-00	Fuel	\$284.33
			407-000-000-535-80-32-00	Fuel	\$284.33
			410-000-000-531-10-32-00	Fuel	\$284.33
			Total 063016 CHS		\$1,749.21
			063016 CHS/Cenex		\$1,749.21
			June Police Fuel		\$1,932.07
			001-000-210-521-10-32-00	Fuel	\$1,932.07
			Total 063016 CHS/Cenex		\$3,681.28
			2016 - July - 2nd Council		\$3,681.28
			062716 COBD		\$3,681.28
Total CHS/Cenex City of Black Diamond	43721	Total 43720	May 26 to June 28 Services		\$71.91
			001-000-212-521-50-47-01	Water	\$71.91
			2470.0		
			001-000-212-521-50-47-03	Stormwater	\$80.00
			2470.0		
			001-000-248-518-20-47-01	MDRT BD Wtr, Swr, Storm	\$51.08
			2498.0		
			Total 062716 COBD		\$51.08
			062716 COBD		\$51.08
			2016 - July - 2nd Council		\$51.08

Vendor	Number	Reference	Account Number	Description	Amount
	001-000-254-518-20-47-00 2498.0			Facilities-Utilities	\$76.61
	001-000-270-575-30-47-01 2070.0			Museum Water/Sewer/Storm	\$134.09
	001-000-270-575-30-47-01 1399.5			Museum Water/Sewer/Storm	\$32.00
	001-000-270-575-51-47-01 1399.1			Gym-Stormwater	\$32.00
	001-000-270-575-51-47-02 1399.0			Gym-Sewer	\$62.26
	001-000-270-575-51-47-03 1399.0			Gym-Water	\$43.59
	001-000-270-576-80-47-01 1045.0			Water	\$3.44
	001-000-270-576-80-47-01 2306.0			Water	\$35.63
	001-000-270-576-80-47-01 1582.0			Water	\$35.63
	001-000-270-576-80-47-02 1045.0			Sewer	\$4.98
	001-000-270-576-80-47-03 1045.0			Stormwater	\$11.50
	001-000-270-576-80-47-03 1399.2			Stormwater	\$96.00
	001-000-280-536-20-47-01 1457.0			Water	\$36.15
	001-000-280-536-20-47-01 1045.0			Water	\$0.86
	001-000-280-536-20-47-02 1045.0			Sewer	\$1.25
	001-000-280-536-20-47-03 1045.0			Stormwater	\$2.88
	001-000-530-522-10-47-01 2200.0			Water	\$37.01
	001-000-530-522-10-47-02 2200.0			Sewer	\$62.26
	001-000-530-522-10-47-02 2200.0			Sewer	\$62.26
	001-000-530-522-10-47-03 1399.4			Stormwater	\$40.00
	101-000-000-543-31-47-01 1045.0			Water	\$6.45
	101-000-000-543-31-47-01 2983.0			Water	\$35.63

Vendor	Number	Reference	Account Number	Description	Amount
Total City of Black Diamond City of Issaquah	Total 43721 43722	Total 062716 COBD	101-000-000-543-31-47-02	Sewer	\$9.34
			1045.0		
			101-000-000-543-31-47-03	Stormwater	\$21.60
			1045.0		
			401-000-000-534-80-47-01	Water	\$10.75
			1045.0		
			401-000-000-534-80-47-02	Sewer	\$15.57
			1045.0		
			401-000-000-534-80-47-03	Stormwater	\$36.00
			1045.0		
			407-000-000-535-80-47-01	Water	\$10.75
			1045.0		
			407-000-000-535-80-47-02	Sewer	\$15.57
			1045.0		
			407-000-000-535-80-47-03	Stormwater	\$36.00
			1045.0		
			407-000-000-535-80-47-03	Stormwater	\$96.00
			1399.3		
			410-000-000-531-10-47-01	Water	\$10.75
			1045.0		
			410-000-000-531-10-47-02	Sewer	\$15.57
			1045.0		
			410-000-000-531-10-47-03	Stormwater	\$36.00
			1045.0		
Total 062716 COBD					\$1,369.37
Total 43721					\$1,369.37
Total City of Black Diamond					\$1,369.37
City of Issaquah					
Total City of Issaquah City of Maple Valley	Total 43722 43723	Total 04-50008213	2016 - July - 2nd Council		
			May Jail Services		
			001-000-211-523-60-49-00	Jail Costs	\$388.00
			4 Inmate Days @ 97.00 per day		
			2016 - July - 2nd Council		
			May Inspections		
			001-000-240-558-51-41-03	Bldg Official Costs	\$412.50
			2016 - July - 2nd Council		
			May Inspections		
			001-000-240-558-51-41-03	Bldg Official Costs	\$412.50
			2016 - July - 2nd Council		
			May Inspections		
001-000-240-558-51-41-03	Bldg Official Costs	\$412.50			
Total 04-50008213					\$388.00
Total 43722					\$388.00
Total City of Issaquah					\$388.00
City of Maple Valley					\$388.00
Total City of Maple Valley	Total 43723	Total INV02716	2016 - July - 2nd Council		
			May Inspections		
			001-000-240-558-51-41-03	Bldg Official Costs	\$412.50
			2016 - July - 2nd Council		
Total INV02716					\$412.50
Total 43723					\$412.50
Total City of Maple Valley					\$412.50

Vendor	Number	Reference	Account Number	Description	Amount
City of Milton	43724	857	2016 - July - 2nd Council		
			June IT Services		
			001-000-145-518-80-41-01	Inf. Tec. Svs. - Milton	\$2,495.71
			001-000-248-518-20-49-12	Technology Costs	\$589.90
			101-000-000-543-30-49-12	Technology-Sys, Sec, Email, SW, Etc	\$90.75
			401-000-000-534-80-49-12	Tech-Sys, Sec. Email, Sw, Etc	\$453.77
			407-000-000-535-80-49-12	Tech-Sys, Sec, Email, SW, etc.	\$453.77
			410-000-000-531-10-49-12	Tech-Sys, Sec, Email, SW, Etc.	\$453.77
			Total 857		\$4,537.67
			Total 43724		\$4,537.67
Total City of Milton Comcast (34744)	43725	070116 Comcast 34744	2016 - July - 2nd Council		
			001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$95.00
			001-000-248-518-20-42-00	Police Internet Act 8498 34 014 0106156	\$92.46
			MDRT Internet Act 8498 34 014 0125628	MDRT Telephone, Fax, Internet costs	
			001-000-254-518-20-42-00	Facilities-Communication	\$138.68
			City Hall Internet Act 8498 34 014 0125628		
			Total 070116 Comcast 34744		\$326.14
			Total 43725		\$326.14
			Total Comcast (34744)		\$326.14
			Comcast (PA)		
	43726	071116 Comcast PA	2016 - July - 2nd Council		
			001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs	\$55.30
			001-000-254-518-20-42-00	Facilities-Communication	\$237.03
			101-000-000-542-90-42-01	Telephone/DSL/Radios	\$25.68
			401-000-000-534-80-42-00	Telephone/DSL/Radios	\$25.68
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$25.68
			410-000-000-531-10-42-00	Telephone/DSL/Radios	\$25.68
			Total 071116 Comcast PA		\$395.05
			Total 43726		\$395.05
			Total Comcast (PA)		\$395.05

Vendor	Number	Reference	Account Number	Description	Amount
Dept of Ecology	43727				
		2016-RS-WAR045505	2016 - July - 2nd Council		
			Regional Stormwater Monitoring Permit		
			410-000-000-531-10-41-04	Dept of Ecology - Stormwater Permit	\$2,886.00
		Total 2016-RS-WAR045505			\$2,886.00
Total Dept of Ecology	Total 43727				\$2,886.00
Granite Telecommunications	43728				
		070116 GC	2016 - July - 2nd Council		
			June Services		
			001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs	\$37.82
			001-000-254-518-20-42-00	Facilities-Communication	\$12.61
		Total 070116 GC			\$50.43
Total Granite Telecommunications	Total 43728				\$50.43
H.D. Fowler Company	43729				
		14261045	2016 - July - 2nd Council		
			July Purchase		
			407-000-000-535-80-31-01	Operating Supplies	\$109.50
		Total 14261045		Sewer-Mercury Weighted Sensor	\$109.50
		14261167			
			July Purchase		
			401-000-000-534-80-31-01	Operating Supplies	\$159.20
		Total 14261167		Water-1" Ford FB1101	\$159.20
Total H.D. Fowler Company	Total 43729				\$268.70
Home Depot Credit Service	43730				
		0074006	2016 - July - 2nd Council		
			July Purchase		
			001-000-181-518-30-31-00	Office & Operating Supplies	\$51.82
		Total 0074006		Facilities-Roundup Sprayer, Grass Killer	\$51.82
		0575033			
			June Purchase		
			001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$79.85
		Total 0575033		Gym Maint-Couplers, Electrical Tape/Supplies	\$79.85

Vendor	Number	Reference	Account Number	Description	Amount
	1571320				
			June Purchase		
			001-000-181-518-30-35-00	Small Tools & Equipment	\$68.35
				Facilities-Carbide Demo Blade, Circular Saw	
	Total 1571320				\$68.35
	2565554				
			April Purchase		
			001-000-181-518-30-48-01	Facility share of shop costs	\$130.56
				CD Bldg Maint-9 Volt Batteries, Air Filters	
	Total 2565554				\$130.56
	3562430				
			June Purchase		
			001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance	\$68.26
				Police-Ortho Weed Remover, Grass Seed	
	Total 3562430				\$68.26
	4562509				
			June Purchase		
			001-000-270-576-80-31-03	Operating Supplies	\$1.93
				PW-Pressure Washer Parts, Nozzle	
			001-000-280-536-20-31-00	Cemetery Office Supplies	\$0.96
				PW-Pressure Washer Parts, Nozzle	
			101-000-000-542-90-31-01	Operating Supplies	\$10.56
				PW-Pressure Washer Parts, Nozzle	
			401-000-000-534-80-31-01	Operating Supplies	\$11.52
				PW-Pressure Washer Parts, Nozzle	
			407-000-000-535-80-31-01	Operating Supplies	\$11.52
				PW-Pressure Washer Parts, Nozzle	
			410-000-000-531-10-31-00	Office Supplies	\$11.52
				PW-Pressure Washer Parts, Nozzle	
	Total 4562509				\$48.01
	6010073				
			July Purchase		
			001-000-215-521-14-48-00	Marine Grt-Repair & Mtc.	\$38.26
				Marine-2x12, 2x4 HF Boards, Deck Screws	
	Total 6010073				\$38.26
	9072920				
			June Purchase		
			001-000-270-576-80-48-02	Parks Maintenance Repairs	\$40.17
				Parks-Eye Swivel, Anchor Shackle	
	Total 9072920				\$40.17
	Total 43730				\$40.17
	Total Home Depot Credit Service				\$525.28
					\$525.28

Vendor	Number	Reference	Account Number	Description	Amount
HWA GeoSciences Inc.	43731				
		26805-R	2016 - July - 2nd Council		
			June Services		
			001-000-257-558-70-41-05	MDRT Geotech- HWA and SubTerra	\$4,707.80
				MDRT-Peer Review	\$4,707.80
					\$4,707.80
					\$4,707.80
Total 43731		Total 26805-R			
Total HWA GeoSciences Inc.					
Johnsons Home & Garden	43732				
		406204	2016 - July - 2nd Council		
			310-000-002-594-18-62-00	Council Chamber & Police & Court Bldg	\$6.37
				Chamber Project-Nuts, Bolts, Drill Bit	\$6.37
		Total 406204			
		406279	001-000-181-518-30-35-00	Small Tools & Equipment	\$23.65
				Facilities-Tap Wrench, Drill Bit	\$23.65
					\$30.02
					\$30.02
Total 406279					
Total 43732					
Total Johnsons Home & Garden					
King Co Radio Comm Services	43733				
		11144	2016 - July - 2nd Council		
			June Services		
			001-000-214-521-20-41-03	K/C 800 Mhz Radio Costs	\$1,326.01
					\$1,326.01
					\$1,326.01
					\$1,326.01
Total 11144					
Total 43733					
Total King Co Radio Comm Services					
KING COUNTY FINANCE	43734				
		11004709	2016 - July - 2nd Council		
			June Services		
			001-000-214-521-20-42-01	Police Comm KC I-Net	\$375.00
					\$375.00
Total 11004709					
30014308					
			July Services		
			407-000-000-535-80-41-04	Metro Sewer Charges	\$44,131.50
					\$44,131.50
					\$44,506.50
					\$44,506.50
Total 30014308					
Total 43734					
Total KING COUNTY FINANCE					



Vendor	Number	Reference	Account Number	Description	Amount
<b>King County Fire District 44</b>					
<b>43735</b>					
			<b>2016 - July - 2nd Council</b>		
	16-129		510-000-100-594-22-64-00	Fire Truck Repairs & Maint External	\$1,046.85
				Replacing Chain Saw on Engine 98	
	<b>Total 16-129</b>				<b>\$1,046.85</b>
	16-129 A				
			510-000-100-594-22-64-00	Fire Truck Repairs & Maint External	\$4,416.61
				Charges For Maintenance for Engine 98	
	<b>Total 16-129 A</b>				<b>\$4,416.61</b>
<b>Total 43735</b>					<b>\$5,463.46</b>
<b>Total King County Fire District 44</b>					<b>\$5,463.46</b>
<b>King County Prosecuting Attorney</b>					
<b>43736</b>					
			<b>2016 - July - 2nd Council</b>		
			<b>063016 KCPAO</b>		
			<b>June Remittance</b>		
			633-000-000-586-00-00-01	Treasurers Trust Court	\$177.90
				June Crime Victims	
	<b>Total 063016 KCPAO</b>				<b>\$177.90</b>
<b>Total 43736</b>					<b>\$177.90</b>
<b>Total King County Prosecuting Attorney</b>					<b>\$177.90</b>
<b>King County Sheriff's Office</b>					
<b>43737</b>					
			<b>2016 - July - 2nd Council</b>		
	16-0486				
			2016 Fire Investigation Unit Services		\$957.00
			001-000-530-522-10-41-03	PR Svcs KC Fire Investigation	\$957.00
	<b>Total 16-0486</b>				<b>\$957.00</b>
<b>Total 43737</b>					<b>\$957.00</b>
<b>Total King County Sheriff's Office</b>					<b>\$957.00</b>
<b>Legend Data Systems, Inc.</b>					
<b>43738</b>					
			<b>2016 - July - 2nd Council</b>		
	111566				
			001-000-240-558-51-31-00	Office & Operating Supplies	\$16.43
				CD-Photo ID Card, Sandra Wirth	
	<b>Total 111566</b>				<b>\$16.43</b>
112554					
			001-000-210-521-10-31-04	Uniforms	\$25.52
				Police-Photo ID Card, Officers Girias & MacDonald	
	<b>Total 112554</b>				<b>\$25.52</b>
<b>Total 43738</b>					<b>\$41.95</b>
<b>Total Legend Data Systems, Inc.</b>					<b>\$41.95</b>

Vendor	Number	Reference	Account Number	Description	Amount
Mary Burke	43739			2016 - July - 2nd Council	
		060716 MB	001-000-213-521-10-41-04	Civil Service-Hiring Evaluations	\$205.00
				Police-Volunteer Giveaways	
		Total 060716 MB			\$205.00
Total Mary Burke	Total 43739				\$205.00
Modular Space Corp					\$205.00
	43740			2016 - July - 2nd Council	
		501650637	July Rental		
			001-000-248-518-20-45-01	MDRT-Bldg Rental-Modspace	\$1,958.06
		Total 501650637			\$1,958.06
		501650645	July Rental		
			001-000-254-518-20-45-01	Facilities-Bldg Rental/Modspace	\$3,454.57
		Total 501650645			\$3,454.57
Total 43740					\$5,412.63
Total Modular Space Corp					\$5,412.63
O'Brien, Barton, & Hopkins, PLLP				2016 - July - 2nd Council	
	43741				
		51091	June Services		
			001-000-151-515-91-41-00	Court Legal-Public Defender	\$2,500.00
		Total 51091			\$2,500.00
Total 43741					\$2,500.00
Total O'Brien, Barton, & Hopkins, PLLP					\$2,500.00
Office Products Nationwide				2016 - July - 2nd Council	
	43742				
		851405-0			
			001-000-210-521-10-31-00	Operating Supplies	\$473.83
				Police-Notebooks, Liners, Trash Bags, Toner, Tape, Folders	
		Total 851405-0			\$473.83
		852350-0			
			001-000-246-558-70-31-00	Office Supplies	\$198.30
				MDRT-File Pockets, Desk Tray, Paper Towels, Bath Tissue,Folders	
		Total 852350-0			\$198.30
		852606-0			
			001-000-254-518-20-31-00	Facilities Operating Supplies	\$74.16
				Paper Towels, Tissue Paper	
		Total 852606-0			\$74.16

Vendor	Number	Reference	Account Number	Description	Amount
		852608-0	001-000-180-518-90-31-00	Office Supplies City Hall	\$46.19
			City Hall-Staples, Binder Clips, Labels		
Total 43742		Total 852608-0			\$46.19
Total Office Products Nationwide					\$792.48
Parametrix, Inc.					\$792.48
43743		01-77033	2016 - July - 2nd Council		
			May Services		
			001-000-240-558-60-41-01	Prof Serv- Pass Thru Reimbursement	\$692.50
			LLA Review		
Total 01-77033					\$692.50
01-77168			June Services		
			001-000-257-558-70-41-06	MDRT Surveyor-Parametrix	\$236.25
			LLA Review		
Total 01-77168					\$236.25
01-77170			June Services		
			001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$969.89
Total 01-77170					\$969.89
					\$1,898.64
					\$1,898.64
Total 43743			2016 - July - 2nd Council		
Total Parametrix, Inc.					
Pennie Morehead					
43744		063016 PM	410-000-000-343-83-00-00	Stormwater Charges	\$466.88
			Storm-Refund of Overpayment on Act 3921.0		
Total 43744		Total 063016 PM			\$466.88
Total Pennie Morehead					\$466.88
Public Safety Testing, Inc					\$466.88
43745		2016-6823	2016 - July - 2nd Council		
			April to June 2016 Services		
			001-000-213-521-10-41-00	Civil Service Testing	\$193.00
			Police-Recruiting Assistance		
Total 43745		Total 2016-6823			\$193.00
Total Public Safety Testing, Inc					\$193.00
					\$193.00

Vendor	Number	Reference	Account Number	Description	Amount
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Puget Sound Clean Air Agency  
43746

2016 - July - 2nd Council

073116 PSCE

Quarter 3

001-000-182-553-70-41-00 PS Clean Air Assmt

Total 073116 PSCE

Total 43746

Total Puget Sound Clean Air Agency

Puget Sound Energy  
43747

2016 - July - 2nd Council

071216 PSE

June 1 to July 1 Services

001-000-212-521-50-47-00	Electric/gas	\$43.05
001-000-212-521-50-47-00	Police/Court Gas-Acct 200000563300	\$45.90
001-000-212-521-50-47-00	Police Storage-Acct 200024493906	\$434.72
001-000-212-521-50-47-00	Police-Acct 200009377470	\$485.02
001-000-254-518-20-47-00	Facilities-Utilities	\$193.57
001-000-270-575-30-47-00	CD/PW/MDRT Bldg Elec-Acct 200019932462	\$115.02
001-000-270-575-51-47-00	Museum-Acct 200001525159	\$0.00
001-000-270-575-51-47-00	Museum Electric/Gas	\$0.00
001-000-270-576-80-47-00	Gym- Electricity and Gas	\$13.84
001-000-270-576-80-47-00	Gym-Acct 220006098002	\$2,338.38
001-000-280-536-20-47-00	Electric/Gas	\$40.96
001-000-280-536-20-47-00	PW Shop-Parks-Acct 200017719507	\$185.37
001-000-280-536-20-47-00	Electric/Gas	\$20.87
101-000-000-542-63-47-01	PW Shop-Cemetery-Acct 200017719507	\$0.00
101-000-000-542-63-47-01	Street Lighting	\$0.00
101-000-000-542-63-47-01	Baker St Crosswalk-Acct 200015449073	\$13.84
101-000-000-542-63-47-01	Street Lighting	\$2,338.38
101-000-000-542-63-47-01	Street Lights-Acct 300000003735	\$40.96
101-000-000-542-63-47-01	Street Lighting	\$185.37
101-000-000-542-63-47-01	Cov Sawyer & 216th-Acct 200008062644	\$20.87
101-000-000-542-63-47-01	Street Lighting	\$0.00
101-000-000-542-63-47-01	Kentlake Traffic Signal-Acct 200008062834	\$2,332.72
101-000-000-542-63-47-01	Street Lighting	\$565.99
101-000-000-543-31-47-00	Roberts Drive-Acct 200024810877	\$0.00
101-000-000-543-31-47-00	Electric/Gas	\$0.00
401-000-000-534-80-47-00	PW Shop-Street-Acct 200017719507	\$2,332.72
401-000-000-534-80-47-00	Electric/Gas	\$565.99
401-000-000-534-80-47-00	Booster Station-Acct 200002538847	\$0.00
401-000-000-534-80-47-00	Electric/Gas	\$0.00
401-000-000-534-80-47-00	.5 Mil Gal Resv-Acct 200008062404	\$0.00

Vendor	Number	Reference	Account Number	Description	Amount
			401-000-000-534-80-47-00	Electric/Gas	\$17.77
			Booster Station-Acct 200008062180		
			401-000-000-534-80-47-00	Electric/Gas	\$0.00
			PW Shop-Water-Acct 200017719507		
			407-000-000-535-80-47-00	Electric/Gas	\$77.85
			Morganville Lift Stn-Acct 200001558101		
			407-000-000-535-80-47-00	Electric/Gas	\$12.04
			Sewer Pump-Acct 200016310662		
			407-000-000-535-80-47-00	Electric/Gas	\$58.36
			PW Shop-Sewer-Acct 200017719507		
			407-000-000-535-80-47-00	Electric/Gas	\$32.55
			Dia Glen Sewer-Acct 200019391925		
			410-000-000-531-10-47-00	Electric/Gas	\$0.00
			PW Shop-Drainage-Acct 200017719507		
			Total 071216 PSE		
Total 43747					\$7,013.98
Total Puget Sound Energy					\$7,013.98
Regional Animal Services of King County					\$7,013.98
43748					
			062416 RAS	2016 - July - 2nd Council	
			June Pet License		
			633-000-000-589-00-00-01	King County Animal License	\$30.00
			Total 062416 RAS		\$30.00
			070116 RAS		
			July Pet License		
			633-000-000-589-00-00-01	King County Animal License	\$60.00
			Total 070116 RAS		\$60.00
Total 43748					\$90.00
Total Regional Animal Services of King County					\$90.00
Republic Services, Inc. #176					
43749					
			0176-004743469	2016 - July - 2nd Council	
			June Services		
			001-000-248-518-20-47-03	MDRT-Waste Disposal Costs	\$81.07
			MDRT		
			001-000-254-518-20-47-01	Facilities-Waste Disposal	\$121.61
			City Hall		
			Total 0176-004743469		\$202.68
0176-004743818					
			June Services		
			001-000-270-576-80-47-04	Waste Disposal	\$10.32
			PW-Parks		
			001-000-280-536-20-47-04	Waste Disposal	\$5.16
			PW-Cemetery		

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-543-31-47-04	Waste Disposal	\$56.75
			PW-Street		
			401-000-000-534-80-47-04	Waste Disposal	\$61.91
			PW-Water		
			407-000-000-535-80-47-04	Waste Disposal	\$61.91
			PW-Sewer		
			410-000-000-531-10-47-04	Waste Disposal	\$61.91
			PW-Drainage		
			<b>Total 0176-004743818</b>		<b>\$257.96</b>
			<b>0176-004743982</b>		
			<b>June Services</b>		
			001-000-212-521-50-47-04	Waste Disposal	\$202.68
			Police		
			<b>Total 0176-004743982</b>		<b>\$202.68</b>
			<b>Total 43749</b>		<b>\$663.32</b>
			<b>Total Republic Services, Inc. #176</b>		<b>\$663.32</b>
			<b>RH2 Engineering Inc.</b>		
			<b>43750</b>		
			<b>65371</b>	<b>2016 - July - 2nd Council</b>	
			<b>June Services</b>		
			001-000-257-558-70-41-02	MDRT Civil Engineering-RH2 Engineering	\$20,302.04
			MDRT-Professional Services Phase 101, Phase 106		
			<b>Total 65371</b>		<b>\$20,302.04</b>
			<b>Total 43750</b>		<b>\$20,302.04</b>
			<b>Total RH2 Engineering Inc.</b>		<b>\$20,302.04</b>
			<b>Severson's Building Maint</b>		
			<b>43751</b>		
			<b>821697</b>	<b>2016 - July - 2nd Council</b>	
			<b>June Services</b>		
			001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$225.00
			<b>Total 821697</b>		<b>\$225.00</b>
			<b>821698</b>		
			<b>June Services</b>		
			001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	\$450.00
			001-000-254-518-20-49-01	Facilities Building Custodial	\$675.00
			<b>Total 821698</b>		<b>\$1,125.00</b>
			<b>821699</b>		
			<b>June Services</b>		
			001-000-212-521-50-41-03	Police Custodial Cost	\$625.00
			<b>Total 821699</b>		<b>\$625.00</b>
			<b>Total 43751</b>		<b>\$1,975.00</b>
			<b>Total Severson's Building Maint</b>		<b>\$1,975.00</b>

Vendor	Number	Reference	Account Number	Description	Amount
Shred-It USA	43752			2016 - July - 2nd Council	
		9411173847	June 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 9411173847			\$44.23
Total Shred-It USA	43752				\$44.23
Signs By Tomorrow	43753			2016 - July - 2nd Council	
		INV-24253	February Services		
			001-000-254-518-20-31-00	Facilities Operating Supplies	\$37.70
				Sign-Reserved Parking	
		Total INV-24253			\$37.70
Total Signs By Tomorrow	43753				\$37.70
UW Valley Medical Center	43754			2016 - July - 2nd Council	
		070616 UW MED	May Services		
			001-000-213-521-10-41-04	Civil Service-Hiring Evaluations	\$170.00
				Police-Professional Services	
		Total 070616 UW MED			\$170.00
Total UW Valley Medical Center	43754				\$170.00
Valley Communications	43755			2016 - July - 2nd Council	
		16789	June Services		
			001-000-214-521-20-41-00	Valley Comm - Dispatch Service	\$13,150.28
		Total 16789			\$13,150.28
Total Valley Communications	43755				\$13,150.28
VenTek International	43756			2016 - July - 2nd Council	
		100913	June Services		
			001-000-270-576-80-41-02	Venue Pay Station	\$90.00

Vendor	Number	Reference	Account Number	Description	Amount
Parks-Pay Station					
Total 43756		Total 100913			
Total VenTek International					
Verizon Wireless					
43757					
		2016 - July - 2nd Council			
		9766834375			
		June Cellular- New Account			
		001-000-180-518-90-49-00		Miscellaneous	\$77.12
				Extra Phone/Credits	
		001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	\$833.58
				Police	
		001-000-240-558-51-42-00		Telephone	\$65.83
				Community Development	
		001-000-246-558-70-42-01		Telephones	\$131.66
				MDRT (Funding)	
		001-000-254-518-20-42-00		Facilities-Communication	\$65.83
				City Clerk (Funding)	
		001-000-270-576-80-42-00		Telephone/DSL/Radios	\$16.50
				PW/Facilities	
		001-000-280-536-20-42-00		Telephone, DSL & Radios	\$8.25
				PW/Facilities	
		101-000-000-542-90-42-01		Telephone/DSL/Radios	\$90.76
				PW/Facilities	
		401-000-000-534-80-42-00		Telephone/DSL/Radios	\$99.01
				PW/Facilities	
		407-000-000-535-80-42-00		Telephone/DSL/Radios	\$99.01
				PW/Facilities	
		410-000-000-531-10-42-00		Telephone/DSL/Radios	\$99.01
				PW/Facilities	
		Total 9766834375			\$1,586.56
		9767656017			
		Credit To Be Applied To New Account			
		001-000-180-518-90-49-00		Miscellaneous	(\$35.66)
				Extra Phone/Credits	
		001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	(\$101.50)
				Police	
		001-000-240-558-51-42-00		Telephone	(\$30.18)
				Community Development	
		001-000-246-558-70-42-01		Telephones	(\$60.36)
				MDRT (Funding)	



Vendor	Number	Reference	Account Number	Description	Amount
Total Verizon Wireless Washington State Patrol 43758	Total 43757		001-000-254-518-20-42-00	Facilities-Communication	(\$30.18)
			City Clerk (Funding)		
			001-000-270-576-80-42-00	Telephone/DSL/Radios	(\$8.98)
			PW/Facilities		
			001-000-280-536-20-42-00	Telephone, DSL & Radios	(\$4.49)
			PW/Facilities		
			101-000-000-542-90-42-01	Telephone/DSL/Radios	(\$49.39)
			PW/Facilities		
			401-000-000-534-80-42-00	Telephone/DSL/Radios	(\$53.88)
			PW/Facilities		
Total Washington State Patrol Washington State Treasurer 43759	Total 43758		407-000-000-535-80-42-00	Telephone/DSL/Radios	(\$53.88)
			PW/Facilities		
			410-000-000-531-10-42-00	Telephone/DSL/Radios	(\$53.88)
			PW/Facilities		
			Total 9767656017		(\$482.38)
					\$1,104.18
					\$1,104.18
Total Washington State Patrol Washington State Treasurer 43759	Total 43758		2016 - July - 2nd Council		
			609203		
			001-000-180-518-90-49-00	Miscellaneous	\$12.00
			Clerk-Solicitor Background Checks		
			Total 609203		\$12.00
			60940		
			001-000-214-521-20-42-02	WSP Access	\$534.00
			Police-ACCESS User Fees		
			Total 60940		\$534.00
			116009317		
Total Washington State Patrol Washington State Treasurer 43759	Total 43758		633-000-000-586-00-00-06	Due to WSP-FBI Fingerprinting-Background	\$44.25
			Police-CPL's		
			Total 116009317		\$44.25
					\$590.25
					\$590.25
Total Washington State Patrol Washington State Treasurer 43759	Total 43758		2016 - July - 2nd Council		
			063016 WST CT		
			June Court		
			633-000-000-586-00-00-01	Treasurers Trust Court	\$13,052.64
			Total 063016 WST CT		\$13,052.64

Vendor	Number	Reference	Account Number	Description	Amount
	063016	WST SB			
		Quarter 2 Building Fees			\$117.00
		633-000-000-586-10-00-00		State Remit-Bldg Permit Fees	\$117.00
		Total 063016 WST SB			\$13,169.64
Total 43759					\$13,169.64
Total Washington State Treasurer					\$154,904.10
Grand Total		Vendor Count	47		

**CITY OF BLACK DIAMOND/CITY OF COVINGTON/CITY OF MAPLE VALLEY  
JOINT CITY COUNCIL MEETING MINUTES  
MAY 4, 2016**

Covington City Hall-Council Chambers  
16720 SE 271<sup>st</sup> Street, Covington, WA

**CALL TO ORDER/PLEDGE OF ALLEGIANCE:**

Maple Valley Mayor Sean P. Kelly called the meeting to order at 7:00 p.m. and Mayor Benson led the Flag Salute.

**INTRODUCTIONS:**

**BLACK DIAMOND COUNCILMEMBERS PRESENT:**

Mayor Carol Benson, Mayor Pro Tem Erika Morgan, Tamie Deady, Janie Edelman, Brian Weber, and Pat Pepper.

**COVINGTON COUNCILMEMBERS PRESENT:**

Joseph Cimaomo, Jr., Mark Lanza, Jim Scott, Wayne Snoey, Mayor Jeff Wagner and Margaret Harto, Marlla Mhoon, and Sean Smith, Mayor Pro Tem

**MAPLE VALLEY COUNCILMEMBERS PRESENT:**

Mayor Sean P. Kelly, Deputy Mayor Dana Parnello, Erin Weaver, Megan Sheridan, Les Burberry, and Bill Allison.

Absent: Linda Johnson

**APPROVAL OF THE AGENDA:**

There was a motion and a second to approve the agenda. Motion **passed** with all voting in favor.

**OPENING REMARKS – MAYOR KELLY:**

Maple Valley Mayor Sean P. Kelly welcomed all attendees and introduced Honorable David Reichert.

**ITEMS FOR JOINT COUNCIL DISCUSSION:**

1. Legislative District 8 Update from Congressman Dave Reichert

Congressman Reichert gave an overview of his regional history and thanked the Council and attendees for their time tonight and their service to the community. He gave an overview on Ways and Means Committee, which is the chief tax-writing committee of the United States

House of Representatives, International Trade, Tax Code Reform, Human Rights Initiative, and Police in Community plans.

2. Updates from Cities (Black Diamond, Covington, and Maple Valley)

Mayor Benson provided a PowerPoint presentation with the update for the City of Black Diamond.

City Manager Regan Bolli provided a PowerPoint presentation with the updates on projects with the City of Covington.

City Manager David Johnston provided a PowerPoint presentation with the updates on projects with the City of Maple Valley.

3. ILA Updates and Joint Projects: (Public Works and Community Development Directors)

City of Maple Valley Public Works and Community Development Director Laura Philpot discussed collaboration and services performed amongst the cities.

4. Discussion Topics:

a. King County Metro

Kathy Snow the Alternative Services Program Lead and Tricia Barbicane the Community Van Project Lead addressed the community van product through the alternative services program. They conducted community surveys and the Duvall survey helped direct the resources. There was a brief discussion regarding the first trips, reliability issues, additional services, parking options and frequency of services on certain routes. The community van program is to supplement to the evening and weekend service and non-commute local mobility options. There are upcoming set three elements of the community van program being the vans, community hub and the transportation coordinator. Ms. Barbicane discussed the services, which are prescheduled non-commute trips to common destinations.

b. Homelessness

Covington Human Services Director Victoria Throm, Black Diamond Community Center Director Cheryl Hanson, Greater Maple Valley Community Center Director Mark Pursley, Maple Valley Black Diamond Director Lila Henderson spoke about homelessness. She encouraged that the cities come up with a plan or set a goal. They implored Council, please do not go away and do nothing. The homelessness needs are transportation, clothing, food, showers, low-income housing, prevention, and addiction assistance.

Mayor Kelly recommended that the Tri City Mayors or Councilors meet with King County Executive and King County Councilor to discuss it homelessness in Southeast King County. Sound Cities Association (SCA) is working on funding from Best Start for Kids initiative.

Action item: Each Directors/Staff to bring presentation to each Council for further discussion and action. Councils will determine representatives to meet with King County Executive and Councilors.

c. Parks and Recreation

Greg Brown and Ethan Newton Parks and Recreation programs and Regional Trail update. Black Diamond Councilor Deedee spoke about The Gym usage and rental services.

d. Public Safety

Maple Valley Police Chief Nesel gave an update on the Tri City collaboration.

Mayor Kelly thanked staff and the Council's for getting together these past 9 years.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 9:47 p.m.

---

Carol Benson, Mayor

---

Brenda L. Martinez, City Clerk

PAY TO:

DKS Associates  
 1970 Broadway Ste 740  
 Oakland CA 94612-2219  
 FOR THE ITEMS INDICATED BELOW:

**CLAIM VOUCHER**  
**CITY OF BLACK DIAMOND**  
 POST OFFICE BOX 599 • BLACK DIAMOND, WASHINGTON 98010

**CERTIFICATION**

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered 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.

Approved For Payment By:

SIGNED

TITLE

Council Member

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
----------------	--------------	------------------------	----------------	-------------	--------

0059886      2/19/2016      3/17/2016

July 1, 2015 to August 28, 2015 Services

310-000-025-558-60-41-00

Comp Plan Update-Prof Svs

\$10,000.00

CD Planning

Invoice Total:

\$10,000.00

Vendor Total:

\$10,000.00



DKS Associates  
1970 Broadway, Ste. 740  
Oakland, CA 94612-2219  
510.763.2061  
510.268.1739 fax  
www.dksassociates.com

Barbara Kincaid  
City of Black Diamond  
24301 Roberts Dr  
Black Diamond, WA 98010

February 19, 2016  
Project No: 14218-000  
Invoice No: 0059886

For consulting services in connection with close out of the 2015 Black Diamond Comprehensive Plan Update.  
Professional Services for the Period of July 1, 2015 through August 28, 2015

Task	006	3.5 Update Travel Demand Models		
Professional Personnel				
		Hours	Rate	Amount
Grade 9				
Le, Tom		97.00	95.00	9,215.00
Grade 17				
Grgich, Christopher		.50	135.00	67.50
Grade 25				
Powers, Meagan		4.10	175.00	717.50
	Totals	101.60		10,000.00
	Total Labor			10,000.00
Total this Task				\$10,000.00
Total this Invoice				\$10,000.00

I hereby certify the goods or services have been received, and/or the payment is required, per contract or legal obligation.

Approved by: Be n k

Date: 2/22/16

Comp Plan Account: 310-000-02555860-4100

CLAIM VOUCHER  
CITY OF BLACK DIAMOND

POST OFFICE BOX 599 • BLACK DIAMOND, WASHINGTON 98010

43661

PAY TO:

Yvonne Kinoshita Ward LLC  
128 14th St SE  
Auburn WA 98002

FOR THE ITEMS INDICATED BELOW:

CERTIFICATION

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered 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.

Approved For Payment By:

SIGNED

TITLE

Council Member

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
----------------	--------------	------------------------	----------------	-------------	--------

12477

6/17/2016 6/24/2016

April to May Professional Services

001-000-150-515-30-41-10

Legal Lawsuits/Other Charges

\$14,784.00

Emergency Legal Services

Invoice Total:

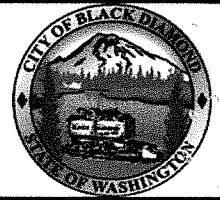
\$14,784.00

Vendor Total:

\$14,784.00



# CHECK REQUEST/PAYMENT AUTHORIZATION



Check Payable To: Yvonne Ward, LLC

Employee Requesting Check: May Miller

Department: Finance

☐ Regular Batch Payment

☒ Early Release Check Needed - **Finance Director or Mayor Approval Needed**

to receive \$3,696.00 discount if paid by 6-24-2016

Reason:

Date Needed: 6-24-2016 Approved by: May Miller cb

## PAYMENT AUTHORIZATION

### Budget Coding and Use Information:

ITEMS PURCHASED/SERVICE DESCRIPTION	BUSINESS ACTIVITY/PROJECT DESCRIPTION	BARS ACCOUNT (SUPPLIES, TOOLS, ETC)	AMOUNT
Emergency Legal SUs	Legal research & findings	001-000-150-55-304110	14,784.00
TOTAL			14,784.00

### Delivery Instructions:

### Comments:

--	--

I hereby certify that the goods or services have been received or the payment is required per contract or legal obligation.

AUTHORIZED SIGNATURE: May Miller  
Carol Benson

DATE: 6/27/16

A copy of the sales slip, receipt, and/or invoice **MUST** be attached. If not, provide an explanation of why in the comments section above.

**Yvonne Ward LLC**  
**ALLOCATION**  
**Worksheet**

206-578-7194

April 28, 2016 through June 17, 2016

		Alloc	Hours	Costs
<b>General Government -Allocated Costs</b>				
General Fund 48%	001 000 150 515 30 41 01			
Street 10%	101 000 000 543 30 41 05			
Water 14%	401 000 000 534 80 41 04			
Sewer 14%	407 000 000 535 80 41 09			
Stormwater 14%	410 000 000 531 10 41 01			
	Total			
Legal Service-Legal Issues	001 000 150 515 30 41 10		92.4	14,784.00
Total	<b>TOTAL INVOICE</b>		<b>92.4</b>	<b>14,784.00</b>

Yvonne Kinoshita Ward LLC  
128 14th Street Southeast  
Auburn, WA 98002

Invoice submitted to:  
City of Black Diamond

June 17, 2016

Invoice #12477

Professional Services

	<u>Hours</u>
4/28/2016 Review documents re rules, ordinances, insurance; Telephone conference with TF; correspondence to TF & PT.	5.10
5/2/2016 Meeting with Mayor	1.00
5/3/2016 Telephone call from Pat Peppers	0.10
5/5/2016 Meeting with Councilmembers Pepper and Morgan	2.00
Meeting with Councilmember Pepper	0.50
review materials; research; prepare for council meeting	3.00
Council Meeting; review Public Disclosure Request(s) documents	3.00
5/9/2016 Review email from Councilmember Weber; draft response; review email from councilmember Pepper; respond; review correspondence re mediation; research mediators; Place telephone call to possible mediator - lvm	1.50
Review responses to RFP for City Attorney; draft emails re mediators	0.80
5/11/2016 Public Disclosure Request(s) reviews; continued research on pending legal issues	3.80
5/12/2016 research pending legal issues	2.80
5/13/2016 Public Disclosure Request(s) reviews; attorney interviews	2.50
5/16/2016 Continued research on legal issues	1.90
Meeting with attorney candidate; meeting with Clerk re Public Disclosure Request(s) and council packet; discussion with SB re ICE proposal	1.20
5/17/2016 draft memoranda re items on agenda	3.00
Review email from SB re Icicle K; Place telephone call to SB - lvm; email to SB	0.40
Additional research on council agenda items	2.50
5/18/2016 Prepare legal memoranda for council meeting	5.60
Research cancelling scheduled meetings; review statutes; review ordinances; draft legal memorandum; edit; finalize	1.50
5/19/2016 Revise and edit legal memoranda for council meeting	4.40
Council Meeting; review Public Disclosure Request(s) for redactions	2.20
5/21/2016 Review statutes; review caselaw	1.30
5/24/2016 research legal issues for special meeting; additional research; review PDRs for exemptions	3.10
5/25/2016 prepare for special council meeting; attend special council meeting	3.00
5/26/2016 Review documents re rules and Public Disclosure Request(s); review and research Talmadge memo; Telephone call from Jim Doherty	3.20

		<u>Hours</u>
5/27/2016	review and retrieve documents at Black Diamond	0.50
5/29/2016	Review documents; Draft legal memoranda; additional research	4.20
5/30/2016	Work on legal memoranda for Council meeting; continued research; continued review of documents; supplemental research	8.60
5/31/2016	review message from Jim Doherty @ MRSC; return call; return call to DRKC - lvm	0.40
	Review additional documents for legal memoranda for council meeting	2.70
	Additional research for council meeting	2.50
6/1/2016	research and preparation for pending legal issues and council meeting	3.80
6/2/2016	Draft final memoranda on pending legal issues; verify documents; additional research; confirm research; edit memoranda; finalize; council meeting	10.30
		<u>Amount</u>
	For professional services rendered	92.40 \$18,480.00
	Accounts receivable transactions	
6/17/2016	20% Credit for payment by 6/24/16: \$3,696.00	(\$3,696.00)
	Total payments and adjustments	(\$3,696.00)
	Balance due	<u>\$14,784.00</u>

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: July 21, 2016 AB16-034C</b>	
<b>Resolution adopting the 2017-2022 Six Year Transportation Improvement Program</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	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): Planning for various budgets	Public Works – Seth Boettcher	X
Fund Source: Various	Court – Stephanie Metcalf	
Timeline: As per individual project schedules		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator <b>Attachments:</b> Resolution 16-xxx; Six Year Transportation Improvement Program; Project Map; In Process and Completed Projects Map		
<b>SUMMARY STATEMENT:</b> The City is required to update its Six Year Transportation Improvement Program (TIP) annually per Revised Code of Washington (RCW) 35.77.010 and file the TIP with the Washington State Department of Transportation (WSDOT).  Most grant programs require projects to be on the City's Six Year TIP. The City is required by State law to update the TIP annually before July 1 <sup>st</sup> of each year.  <b>FISCAL NOTE (Finance Department):</b> The TIP is a Financial Plan that is required to be updated, approved and filed with the State of Washington annually before July 1 of each year. This is a plan and not a budget and has no current financial impact. The Public Works TIP Projects will be included in the 2017-2022 Capital Improvement Plan that the city is currently preparing. Future financing of Transportation projects are anticipated to be covered by Grants, Real Estate Excise Tax (REET) and other local Funding options		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 16-xxx (Clerk to assign number at adoption), approving the 2017-2022 Six Year Transportation Improvement Program.</b>		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 16, 2016	Consensus to leave open to July 7 mtg	
July 7, 2016	Postpone to July 21 mtg – Passed 3-2	
July 21, 2016		

RESOLUTION NO. 16-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
APPROVING THE 2017-2022 SIX YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM

**WHEREAS**, per RCW 35.77.010, the City is required to annually update its Six Year Transportation Improvement Program (TIP) before July 1<sup>st</sup> of each year and file the updated Transportation Improvement Program with the Washington State Department of Transportation within thirty days of adoption; and

**WHEREAS**, per RCW 35.77.010, the purpose of the requirement for annual updates is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program; and

**WHEREAS**, it is also an eligibility requirement of many grant programs that the City update its Transportation Improvement Program as required by RCW 35.77.010; and

**WHEREAS**, per RCW 35.77.010, a public hearing was held on the proposed updates to the Transportation Improvement Program;

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

**Section 1.** The City Council does hereby approve the 2017-2022 Six Year Transportation Improvement Program, a copy of which is attached as Exhibit "A" and incorporated herein by reference.

**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 6 Year Transportation Improvement Plan 2017 - 2022



2017-2022 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM  
EXHIBIT "A"

## Legend

Heading	Capacity Adding Project
*Light Street Maintenance	Safety Project
*Major Street Maintenance	Pedestrian
Street Reconstruction	

\*See note at end of document

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
1	2017	General Street Improvement	N/A	N/A	Use for opportunities to leverage private funds, short overlays, chip sealing, crack sealing, patch work, addressing minor safety problems	N/A	\$30,000/year; \$180,000 total	Local City Funds
1	2017	Roberts Drive Rehabilitation, Ph. 1	100' west of Rock Creek Bridge	City Hall	Leveling, Overlay, Bridge maintenance, sidewalks, pedestrian lighting, widening	0.31	\$ 1,118,130	Grant/ TIB, Developer, Local City Funds
2	2017	224th Safety Improvements at Covington Creek	N/A	N/A	Guard Rail on the shoulder of the road at Covington Creek	N/A	\$ 35,000	Real Estate Excise Tax or Grant
3	2017	232nd Ave. SE Chip Seal	SE 288th St. Covington Creek	End of road SE 307th Place	Chip seal, excluding portion from SE 293rd to back of Pond @ Greenbrier	0.77	\$ 100,000	Grant/ TIB, Local City Funds
3	2017	224th overlay		across Roberts Drive south to A2	Asphalt Overlay	1.40	\$ 160,000	Grant/ TIB, Local City Funds
4	2017	New Arterial "Annexation Rd"	Lk Sawyer Rd		New Street Grid Capacity	0.7	\$ 2,900,000	Developer Funded
5	2017	Lake Sawyer Road Extension	Roberts Drive	Annexation Rd.	New Street Grid Capacity	0.5	\$ 1,800,000	Developer Funded
6	2018	Roberts Drive Rehabilitation, phase 2	City Hall	King County Library	Grind, patch, replace panels, crack sealing, shoulder widening	0.23	\$ 200,000	Pavement Preservation Grant, Local City Funds



2017-2022 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM  
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
6	2018	Morganville Ph. I - Morgan Drive	Dail Dr.	Buena Vista Dr.	Patching and overlay, including Alpine Dr.	0.40	\$ 110,000	Grant/ TIB, Local City Funds
7	2018	Lawson Connector	SR 169	Lawson Street	New Street Grid Capacity	0.60	\$ 3,200,000	Developer Funded
8	2019	Roberts Drive/SR 169 Intersection Improvements	N/A	N/A	Two lane Roundabout or Signalize Intersection	N/A	\$ 7,777,000	Developer Mitigation and Grant
9	2019	216th Ave. SE Overlay	SE 288th St.	SE 296th St.	Patch and overlay	0.41	\$ 160,000	Grant/ TIB, Local City Funds
10	2019	Lawson Street Sidewalk, Ph. II	6th Ave.	Newcastle Dr.	5-foot sidewalk on the north side of Lawson Street	0.19	\$ 395,000	Grant/Safe Routes to School, Developer Mitigation
11	2019	Ravensdale / 169 interim intersection improvements	N/A	N/A	Signal or ?	N/A	\$ 700,000	Developer funded and possible grant
12	2020	Roberts Drive Rehabilitation, phase 3	King County Library	S.R. 169	Widening and overlay, sidewalk, street lighting, and stormwater improvements	0.56	\$ 1,700,000	TIB Grant, Local City Funds
13	2020	Hammond/Baker/ 5th/6th Overlay	N/A	N/A	Widening and overlay	0.39	\$ 141,000	Grant/ TIB, Local City Funds
13	2020	Lawson Street Ph. I	S.R. 169	HL Botts Dr. SE	Surface grinding, select panel replacement, shoulder widening	0.37	\$ 165,000	Grant/ TIB, Local City Funds
13	2020	Morganville Ph. II - Union Drive	Roberts Dr.	South end of road	Patching and overlay, including Highland Dr.	0.34	\$ 95,000	Grant/ TIB, Local City Funds
14	2020	Park St. & SR 169 Intersection Safety Improvements	N/A	N/A	Site distance improvements	N/A	\$ 30,000	Local City Funds, Developer Funds
15	2020	North Connector	169	South to new commercial and multi family housing	New minor arterial connection to SR 169 with signal	0.25	\$ 1,000,000	Developer Funded

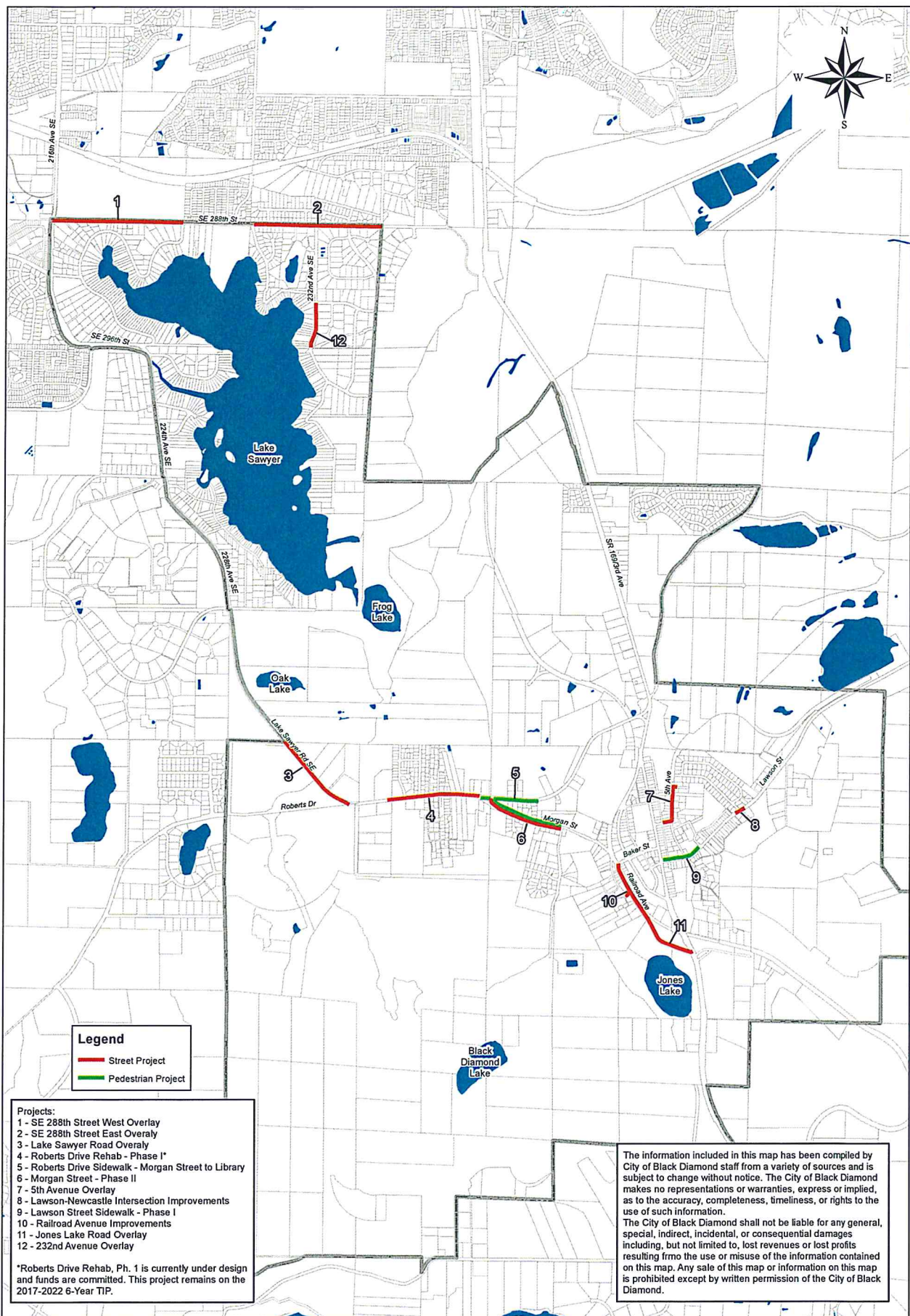


2017-2022 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM  
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
16	2020	Intersection Roberts Drive & Lake Sawyer Extension	N/A	N/A	New Roundabout	N/A	\$ 1,000,000	Developer Funded
17	2021	229th Ave. SE/ SE 292nd Pl.	228th Ave. SE	232nd Ave. SE	Chip sealing, crack sealing, including 236th Ave. SE between SE 291st & SE 293rd	0.50	\$ 60,000	Grant/ TIB, Local City Funds
17	2021	James/Park/Baker/ 4th/2nd	N/A	N/A	Patching and overlay, including some widening	0.39	\$ 108,000	Grant/ TIB, Local City Funds
18	2021	Railroad Avenue & Jones Lake Road Pedestrian Facilities	SR 169 & James St.	SR 169 & Jones Lake Road	Sidewalk extensions and roadway widening to add bike lanes	0.88	\$ 440,000	Grant Funds
19	2021	Ravensdale / 169 intersection	N/A	N/A	Intersection realignment & signal or roundabout	N/A	\$ 8,000,000	Developer Funded & grant
20	2021	Intersection Roberts Drive & Annexation Road	N/A	N/A	New roundabout	N/A	\$ 1,000,000	Developer Funded
21	2022	Diamond Glen Neighborhood Improvements	N/A	N/A	Patching, crack sealing, and overlay	0.26	\$ 135,000	Grant/ TIB, Local City Funds
22	2022	Morgan Creek Neighborhood Roads Preservation	N/A	N/A	Seal Coat	1.19	\$ 107,000	Local City Funds
23	2022	Lawson Street Ph. II	HL Botts Dr. SE	City Limits	Chip sealing, crack sealing	0.41	\$ 45,000	Grant/ TIB, Local City Funds
24	2022	Intersection 216th Ave SE & SE 288th Street	N/A	N/A	Signalization or Roundabout	N/A	\$ 1,400,000	Developer funded
<b>TOTAL ALL PROJECTS</b>							<b>\$ 34,261,130</b>	

*\*NOTE: The City has identified the need for maintenance on these streets. There are more projects in these categories than can be funded or completed in six years. Projects in the earlier years have a higher probability of getting funded and completed. Projects in the later years have a lower probability of being funded and completed. If funding does become available and is secured for any project on the list, it will be moved to the top of the list for construction.*



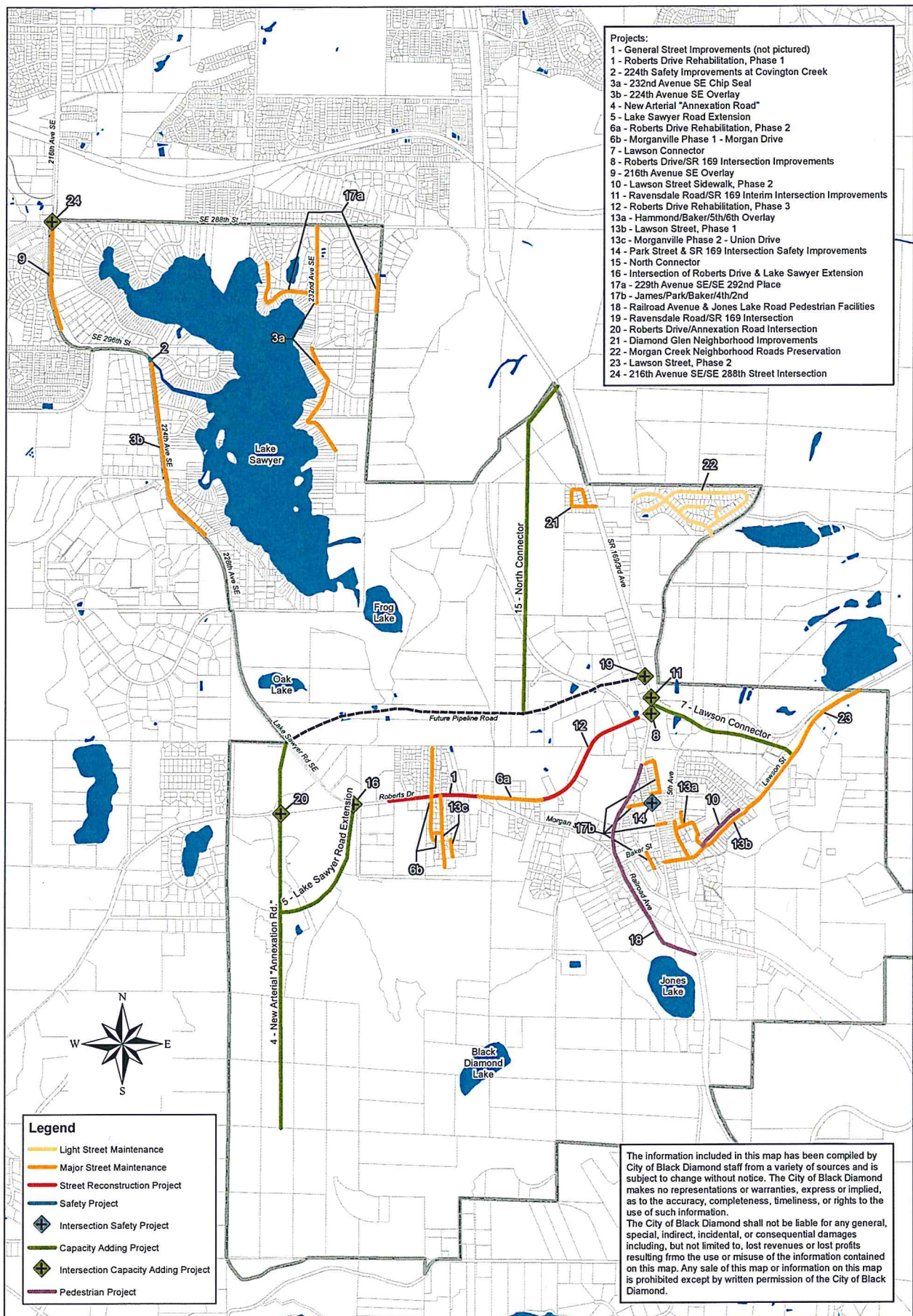


Author: Scott Hanis

Revised: June 10, 2016

## In Process & Completed Projects Last 6 Years





Author: Scott Hanis

Revised: June 10, 2016

## 2017-2022 Transportation Improvement Program

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: July 21, 2016</b>	<b>AB16-042A</b>
<b>Resolution authorizing the Mayor to sign a Professional Services Agreement with DKS Associates for the transportation element in the Comprehensive Plan update</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	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): \$34,655 fixed rate total includes two optional tasks (1)\$3,615 for Public Open House and (2) \$6,555 to attend Public Hearings		
Fund Source: - Comp Plan Update-2016 Budget	Public Works – Seth Boettcher	
Timeline: April-June 2016	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Draft Resolution; Professional Services Agreement</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>The City entered into a Professional Services Agreement with BergerAbam in 2014 and agreed to a scope of work and budget to update the Comprehensive Plan as required under the Growth Management Act (GMA). BergerAbam hired DKS Associates as their subconsultant for the transportation element of the Comprehensive Plan. The City terminated the Agreement with BergerAbam in October 2015 before DKS Associates had completed all the tasks in the original scope of work. However, at the time the BergerAbam contract was terminated, DKS had already completed over 90% of the tasks in the scope of work for the transportation element. The City has not been billed for the remaining work in the scope that was not done.</p> <p>The City needs DKS to complete the tasks in the original BergerAbam Agreement scope of work in order for the draft transportation element to be whole. In addition, staff has identified additional tasks that are needed to ensure the final draft transportation element is comprehensive for the public, planning commissioners, and council members.</p> <p>Tasks from the original scope that need to be completed include the following:</p> <ul style="list-style-type: none"> <li>• Complete the planning level costs for recommended transportation improvements</li> <li>• Respond to the City's review comments and coordination meeting</li> </ul> <p>New tasks include:</p> <ul style="list-style-type: none"> <li>• Traffic simulation modeling</li> <li>• Presentation to staff, Planning Commission, and City Council at joint work session</li> <li>• Presentation of traffic analysis and simulation findings at a Public Open House</li> </ul>		



- Attend City Council/Planning Commission Hearings

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

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

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

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

#### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 7, 2016	Motion to postpone to July 21 meeting.	Passed 3-2 (Edelman, Deady)
July 21, 2016		

## RESOLUTION NO. 16-XXXX

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

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

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

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

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

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

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

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

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

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



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

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

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

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

CITY OF BLACK DIAMOND:

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

Attest:

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

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

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

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

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

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

for professional services in connection with the following Project:

Black Diamond Comprehensive Plan Update Transportation Element

### **TERMS AND CONDITIONS**

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

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

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

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

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

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

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

Revised 3/30/16

**4. Compensation.**

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

**5. Payment.**

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

B. All invoices shall be paid by City warrant within forty-five (45) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

**6. Discrimination and Compliance with Laws**

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

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



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

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

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

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

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

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

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

### **C. Rights Upon Termination.**

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

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

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

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

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

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

**10. Ownership of Work Product.**

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

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

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

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



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

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

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

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

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

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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



Carol Benson  
Mayor  
24301 Roberts Drive  
Black Diamond, WA 98010

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

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

Phone: 503-243-3500

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

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

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

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

## **17. General Provisions.**

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

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

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

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

Revised 3/30/16



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

DKS ASSOCIATES

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

By: Chris Maciejewski

Name: Chris Maciejewski

Title: Principal

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

Date: 3/30/16

Attest:

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

APPROVED AS TO FORM:

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

Revised 3/30/16

Exhibit "A" City of Black Diamond Professional Services Agreement

Black Diamond Comprehensive Plan Update Transportation Element Work Schedule

March 7, 2016

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

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: July 21, 2016</b>	<b>AB16-043</b>
<b>Resolution authorizing the Mayor to execute a Legal Services agreement with Kenyon Disend, PLLC</b>	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution; agreement</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>In April of 2016 Yvonne Ward was hired as Emergency Interim City Attorney.</p> <p>Thereafter, the City advertised for firms or individuals qualified and interested in service as our City Attorney; three firms responded. A selection panel including the Mayor Benson, Councilmember Pepper, Councilmember Deady, and Interim City Attorney Yvonne Ward interviewed the three firms.</p> <p>After consideration, the firm Kenyon Disend who specializes in municipal law was selected with David Linehan serving as the City Attorney.</p> <p>The contract shall be in effect until December 31, 2016 with the parties meeting 60 days prior to expiration to confer about renewal terms.</p> <p><b>FISCAL NOTE (Finance Department):</b> The Budget for Legal expenditures for 2016 is \$94,000. It is difficult to know if the legal budgets will cover legal costs in 2016, as it is unknown the number of legal issues and hours that will be needed for the balance of 2016. While the base hourly rate for Kenyon Disend primary attorney is higher, they will not be charging mileage for travel and this will help offset some of the costs. If 2016 legal costs exceed the 2016 budget, a budget change will probably be required to cover those costs.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to adopt Resolution No. 16-?, (clerk to assign number at adoption) authorizing the Mayor to execute a legal services agreement with Kenyon Disend, PLLC</b></p>		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 21, 2016		

**RESOLUTION NO. 16-XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A LEGAL  
SERVICES AGREEMENT WITH KENYON DISEND, PLLC**

**WHEREAS**, the City is in need of a City Attorney to provide legal services; and

**WHEREAS**, the City advertised for qualified firms and individuals to fill the position of City Attorney and a selection panel including the Mayor, Councilmember Pepper, Councilmember Deady, and Interim City Attorney Yvonne Ward interviewed three firms; and

**WHEREAS**, after consideration the firm Kenyon Disend, PLLC who specializes in municipal law was selected;

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

**Section 1.** The Mayor is hereby authorized to execute a legal services agreement with Kenyon Disend, PLLC substantially in the form attached hereto as Exhibit A.

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

CITY OF BLACK DIAMOND:

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

Attest:

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



## **AGREEMENT FOR LEGAL SERVICES**

### **I. PARTIES**

This Agreement for Legal Services ("Agreement") is made on this 3rd day of June, 2016, between the City of Black Diamond ("City") and Kenyon Disend, PLLC ("Attorneys").

### **II. SERVICES OF THE ATTORNEYS**

Attorneys shall provide the legal services set forth in this Agreement and shall work for City at the pleasure of and under the direction of the Mayor. David Linehan will serve as the City Attorney and will direct the services provided under this Agreement.

### **III. QUALITY OF SERVICES**

Attorneys shall perform all legal services covered by this Agreement in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association. Attorneys shall be available at all times for consultation and advice, including on weekends and holidays if needed, directly or through telephone, e-mail, or other forms of communication.

### **IV. SERVICES PROVIDED**

The City Attorney shall be principally responsible for performing all legal work for the City, except prosecution of criminal cases, where defense is provided through insurance coverage, matters in which a conflict of interest exists, or as may otherwise be assigned to other counsel by the Mayor. Attorneys understand that they will not provide services related to collective bargaining or other employment-related matters, as those services are provided to the City under separate contract with another law firm. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Attorneys:

(1) Review or draft City ordinances, agreements, resolutions, interlocal agreements, and other legal documents as requested by City;

(2) Represent City in all lawsuits and other contested administrative proceedings commenced by or against City, except where defense is provided through insurance coverage or is assigned to other counsel by the Mayor;

(3) Consult with and advise the Mayor, City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business; and

(4) Attend regular City Council meetings and other meetings as requested by the Mayor.

**V.**  
**FEES AND COSTS**

A. Legal Services. For 2016, City shall be billed for legal services described above at the Attorneys' and paralegals' regular hourly rates as set forth in Exhibit A. Attorneys will also charge City fifteen cents per page for black and white photocopying and facsimile transmissions, twenty-one cents per page for color photocopying, and shall be reimbursed for legal messenger services, postage, computerized legal research charges, filing fees advanced on behalf of City, and other direct expenses without markup.

B. Attorneys shall not charge City for mileage reimbursement costs, nor for long-distance telephone charges.

C. Fees and costs for Attorneys' services, initially paid to City by land use applicants or other third parties pursuant to City ordinance or other action of City authorizing such reimbursement ("Pass-Through Fees"), may be subject to prior review for reasonableness by such other third party. In the event that any third party challenges the reasonableness of Attorneys' Pass-Through Fees, City shall only be responsible to pay Attorneys for such portion of the challenged fees and costs as City in its sole discretion deems reasonable.

D. Attorneys' current rates expressly account for any taxes or related charges ("charges") imposed on professional service providers by City and State of Washington. In the event that any such additional charges are imposed during the term of this Agreement, Attorneys shall be entitled to recover any such additional charges as a reimbursable cost item on Attorneys' monthly billing statements.

E. Attorneys shall apply for and obtain a business license with City and shall maintain a current business license for the duration of this contract. Fees and costs associated with the application shall not be charged to City.

**VI.**  
**PAYMENT TERMS**

Fees and costs are due in full from City upon billing by Attorneys. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

**VII.**  
**TIME RECORDS**

Attorneys will maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to City setting forth the time expended for such services.

**VIII.  
AGREEMENT PERIOD**

After City Council approval, this Agreement takes immediate effect, and shall remain in effect until December 31, 2016, unless sooner terminated as set forth herein. The parties shall meet and confer regarding renewal terms at least sixty days before expiration of this contract. Each party shall have the right to terminate this Agreement upon sixty days' written notice.

**IX.  
INDEMNIFICATION/HOLD HARMLESS**


Attorneys shall defend, indemnify and hold City and its officers and employees harmless from any suits brought against City, and damages awarded as a result of such suits, arising out of or resulting from the fault of Attorneys in performance of this Agreement, except to the extent of any fault of City or its officers or employees.

**X.  
INSURANCE**

Attorneys shall maintain for the protection of City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF BLACK DIAMOND

KENYON DISEND, PLLC

By:   
Carol Benson, Mayor

By: \_\_\_\_\_  
Michael R. Kenyon



**EXHIBIT A**

**KENYON DISEND, PLLC  
HOURLY RATE SCHEDULE FOR YEAR 2016**

**ATTORNEYS:**

Partners and Senior Attorneys:

Michael R. Kenyon	\$305.00
Bruce L. Disend	\$305.00
Kim Adams Pratt	\$270.00
Robert F. Noe	\$270.00
David A. Linehan	\$270.00

Associate Attorneys:

Rachel B. Turpin	\$175.00
Ann Marie Soto	\$170.00
Charlotte A. Archer	\$165.00
Amy S. Mill	\$150.00
Alexandra L. Kenyon	\$135.00

**PARALEGALS:**

Margaret C. Starkey	\$125.00
Sheryl A. Loewen	\$110.00
Pam M. Odegard	\$110.00
Kathy I. Swoyer	\$110.00
Terry T. Curran	\$110.00
Antoinette M. Mattox	\$100.00

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>Resolution approving Special Event Permit for the Black Diamond Labor Day Celebration, a 3-day festival on the Black Diamond Elementary School ball field with a parade along SR 169.</b>	<b>Agenda Date: July 21, 2016</b>	
	<b>AB16-044</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney – David Linehan	
	City Clerk – Brenda L. Martinez	
	Community Development – Barb Kincaid	<b>X</b>
	Finance – May Miller	
	MDRT– Andy Williamson	
Cost Impact (see also Fiscal Note): 2016 Budget		
Fund Source:	Police – Chief Kiblinger	
Timeline: September 3, 4, & 5 <sup>th</sup> .	Public Works – Seth Boettcher	
	Court Administrator – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 16-</b>		
<b>SUMMARY STATEMENT:</b>  BDMC 2.59.040 requires City Council approval for multiple day events. The Black Diamond Labor Day Celebration is a City Sponsored annual event that has taken place for over 100-years. The applicant has secured permission from the Enumclaw School District to use the Black Diamond Elementary School ball field. WSDOT has approved a temporary road closure for Monday, September 5, 2016 from 9am to 12pm along SR 169 from the intersection of Roberts Drive to the intersection of Jones Lake Road for the annual parade. The applicant has provided required proof of insurance and Health Department approvals. City assistance has been required from the Police, Fire and Public Works Departments to maintain public health and safety. Staff has reviewed this application and it complies with City Code.  This will be the 102 <sup>nd</sup> year for this event. Staff is recommending approval of the Special Event permit, with conditions.  FISCAL NOTE (Finance Department): The City waived the application fee for this City Sponsored event. City Staff costs for this City Sponsored event have already been budgeted and are included in each departments 2016 Budget.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. (Clerk to assign at adoption) approving a Special Use Permit (SEP16-008) for Black Diamond Labor Day 102<sup>nd</sup> year Celebration.</b>		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 21, 2016		

**RESOLUTION NO. 16-XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
APPROVING A SPECIAL EVENT PERMIT FOR THE 2016  
BLACK DIAMOND LABOR CELEBRATION**

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

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

**WHEREAS**, the Black Diamond Labor Day Celebration will be held on September 3, 4, and 5<sup>th</sup> and will occur on public property; and

**WHEREAS**, City staff has reviewed the proposal and placed conditions of approval on the permit to comply with City code and verifies that the applicant has met all requirements for approval; and

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

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

**Section 1.** The Mayor is hereby authorized to execute the approval of Special Event Permit SEP16-008 for the 2016 Black Diamond Labor Days Celebration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21<sup>st</sup> DAY of JULY, 2016.**

CITY OF BLACK DIAMOND:

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

Attest:

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