



CITY OF BLACK DIAMOND
March 1, 2018 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:

Council Vacancy Interviews

- a) Interviews with Applicants
- b) Executive Session – Pursuant to RCW 42.30.110(1)(h)
- c) Possible Appointment and Oath of Office

CONSENT AGENDA:

- 1) **Claim Checks** – March 1, 2018 – Check No. 45873 through 45929 in the amount of \$178,475.91
- 2) **Minutes** – Joint Council/Planning Commission Special Meeting of February 6, 2018
- 3) **Minutes** – Council Work Session of February 8, 2018
- 4) **Minutes** – Council Meeting of February 15, 2018
- 5) **Minutes** – Council Special Meeting of October 18, 2016
- 6) **Minutes** – Council Special Meeting of October 27, 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:

- 7) **AB18-037** – Ordinance Regarding Cross Connection Control Program Mr. Boettcher

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 8) **AB18-038** – Resolution No. 18-1232 Authorizing Professional Services Agreement with Parametrix, Inc. Regarding Design Engineering of Roberts Drive Improvements Mr. Boettcher
- 9) **AB18-039** – Resolution No. 18-1233 Authorizing Professional Services Agreement with Varius to Serve as Civil Engineering Consultant to the MDRT Mr. Williamson
- 10) **AB18-040** – Ordinance No. 18-1101 Authorizing an Agreement with CCD Black Diamond Partners LLC and Ten Trails Residential Owners Association a Non-Exclusive Franchise to Use and Occupy Certain Public Right of Ways Mr. Williamson

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

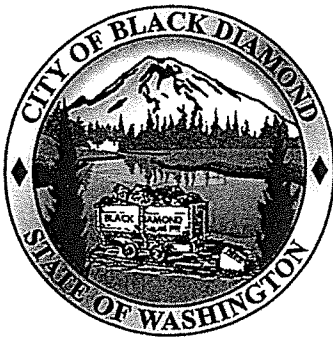
- Councilmember Deady
- Councilmember Oglesbee
- Councilmember Edelman
- Councilmember Stout

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Date: March 1st, 2018 Council Meeting

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
45873-45875	February – Early 3 rd February Batch	02/12/2018 & 02/16/2018	\$ 23,795.82
45876-45927	February- 3 rd Feb Batch for 03/01 Council	03/02/2018	\$ 150,884.85
45928-45929	March- 1 st Mar Batch for 03/01 Council	03/02/2018	\$ 3,795.24
		TOTAL	\$ 178,475.91

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
MAY MILLER, FINANCE DIRECTOR

2-20-2018
DATE

COUNCILMEMBERS

CAROL BENSON, MAYOR

DATE

DATE

Register

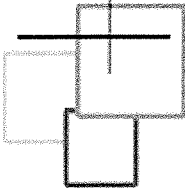
Fiscal: 2018

Deposit Period: 2018 - March, 2018 - February

Check Period: 2018 - March - 1st Mar Batch for 03/01 Council, 2018 - February - Early 3rd February Batch,
2018 - February - 3rd Feb Batch for 03/01 Council

Number	Name	Print Date	Amount
Columbia Bank	390562401		
Check			
<u>45873</u>	STM Construction & Remodeling LLC	2/12/2018	\$871.26
<u>45874</u>	Rairdon's Subaru of Auburn	2/16/2018	\$20,834.56
<u>45875</u>	Six Robblees' Inc.	2/16/2018	\$2,090.00
<u>45876</u>	Black Diamond Auto Parts	3/2/2018	\$87.69
<u>45877</u>	Cadman, Inc.	3/2/2018	\$376.26
<u>45878</u>	CHS/Cenex	3/2/2018	\$5,098.12
<u>45879</u>	City of Black Diamond PD	3/2/2018	\$188.11
<u>45880</u>	City of Issaquah	3/2/2018	\$2,425.00
<u>45881</u>	Comcast (34744)	3/2/2018	\$3.29
<u>45882</u>	Comcast (PA)	3/2/2018	\$395.71
<u>45883</u>	Department of Health	3/2/2018	\$1,493.15
<u>45884</u>	Department of Licensing in U.S. Funds	3/2/2018	\$116.00
<u>45885</u>	Emblem Enterprises, Inc.	3/2/2018	\$406.55
<u>45886</u>	Enumclaw Chrysler Jeep	3/2/2018	\$1,932.94
<u>45887</u>	Francotyp-Postalia, Inc.	3/2/2018	\$130.32
<u>45888</u>	H.D. Fowler Company	3/2/2018	\$49.77
<u>45889</u>	Hach Company	3/2/2018	\$1,178.70
<u>45890</u>	Home Depot Credit Service	3/2/2018	\$256.50
<u>45891</u>	ICPC Region #2	3/2/2018	\$655.00
<u>45892</u>	iland Internet Solutions Corporation	3/2/2018	\$232.58
<u>45893</u>	Johnsons Home & Garden	3/2/2018	\$99.72
<u>45894</u>	Kara Murphy Richards	3/2/2018	\$2,500.00
<u>45895</u>	Keating, Bucklin & McCormack, Inc., P.S.	3/2/2018	\$35,125.24
<u>45896</u>	Kenyon Disend, PLLC	3/2/2018	\$21,819.81
<u>45897</u>	Kevin Esping	3/2/2018	\$94.98
<u>45898</u>	King County Finance	3/2/2018	\$521.65
<u>45899</u>	King County Finance - Mental Health	3/2/2018	\$282.44
<u>45900</u>	King County Finance - Water & Land Resources Div.	3/2/2018	\$1,477.34
<u>45901</u>	Krista C. White Swain	3/2/2018	\$570.12
<u>45902</u>	Kyocera	3/2/2018	\$281.93
<u>45903</u>	L.N. Curtis & Sons	3/2/2018	\$188.03
<u>45904</u>	Lakeside Industries	3/2/2018	\$126.63
<u>45905</u>	Luzville Goebel	3/2/2018	\$11.78
<u>45906</u>	Maple Valley Lawn & Landscape	3/2/2018	\$10.00
<u>45907</u>	Office Products Nationwide	3/2/2018	\$747.32
<u>45908</u>	Parametrix, Inc.	3/2/2018	\$4,136.25
<u>45909</u>	Perteet Inc.	3/2/2018	\$4,048.15
<u>45910</u>	Puget Sound Energy	3/2/2018	\$8,680.45

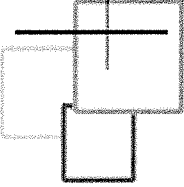
<u>45911</u>	Regional Animal Services of King County	3/2/2018	\$5.00
<u>45912</u>	Republic Services, Inc. #176	3/2/2018	\$690.66
<u>45913</u>	Scott Olsen & Breana Wyatt	3/2/2018	\$144.91
<u>45914</u>	Smith & Loveless, Inc.	3/2/2018	\$157.16
<u>45915</u>	South Correctional Entity	3/2/2018	\$14,350.00
<u>45916</u>	State Auditor's Office	3/2/2018	\$22,521.99
<u>45917</u>	Summit Law Group	3/2/2018	\$2,120.00
<u>45918</u>	Truck Performance NorthWest	3/2/2018	\$2,497.72
<u>45919</u>	US Bank National Association	3/2/2018	\$4.86
<u>45920</u>	Utilities Underground	3/2/2018	\$41.58
<u>45921</u>	Valley Communications Center	3/2/2018	\$11,225.99
<u>45922</u>	VenTek International	3/2/2018	\$585.00
<u>45923</u>	Voice of The Valley	3/2/2018	\$530.00
<u>45924</u>	Washington State Patrol	3/2/2018	\$36.00
<u>45925</u>	Washington Workwear Stores, Inc.	3/2/2018	\$195.45
<u>45926</u>	Water Management Laboratories, Inc.	3/2/2018	\$21.00
<u>45927</u>	Wilderness Electric	3/2/2018	\$10.00
<u>45928</u>	Safe Security	3/2/2018	\$52.48
<u>45929</u>	Sorci Family LLC	3/2/2018	\$3,742.76
		Total	\$178,475.91



Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
Rairdon's Subaru of Auburn						
45874	021618 RSA		2/16/2018	2018 - February - Early 3rd February Batch		
		Replacement Pool Car				
		001-000-180-594-18-64-00		Replacement-City- Pool Vehicle		\$20,834.56
		2018 Subaru Impreza				\$20,834.56
		Total 021618 RSA				\$20,834.56
		Total 45874				
Total Rairdon's Subaru of Auburn						
Six Robblees' Inc.						
45875	1-911109		2/15/2018	2018 - February - Early 3rd February Batch		
		Tail Gate Spreader				
		510-000-200-594-48-64-09		PW- Truck & Equip		\$2,090.00
		Salt/Sand Spreader				\$2,090.00
		Total 1-911109				\$2,090.00
		Total 45875				\$2,090.00
STM Construction & Remodeling LLC						
45873	201473		2/8/2018	2018 - February - Early 3rd February Batch		
		Emergency Building Repair				
		001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance		\$871.26
		Total 201473				\$871.26
		Total 45873				\$871.26
Total STM Construction & Remodeling LLC						
Vendor Count 3						\$23,795.82
Grand Total						\$23,795.82

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
Black Diamond Auto Parts						
45876	426541 PD		1/5/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		Police			Vehicle Maintenance & Repair	
		001-000-210-521-10-48-01				\$21.97
	Total 426541 PD					\$21.97
45876	426541 U		1/9/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		Utilities			PW Clearing- Shared Veh/Equip Maint	
		101-000-000-544-90-48-02				\$65.72
	Total 426541 U					\$65.72
	Total 45876					\$87.69
Total Black Diamond Auto Parts						
Cadman, Inc.						
45877	5489183		1/25/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		320-000-002-595-30-63-01			Chip Seal & Pot Hole Repair	
	Total 5489183					\$376.26
	Total 45877					\$376.26
Total Cadman, Inc.						
CHS/Cenex						
45878	013118 124244		1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		City Fuel			Fuel-Central Services	
		001-000-180-518-50-32-01			Fuel	\$25.00
		001-000-181-518-30-32-00			Fuel	\$315.01
		001-000-246-558-70-32-00			Fuel	\$130.57
		001-000-270-576-80-32-00			Fuel	\$31.59
		001-000-280-536-20-32-00			Fuel	\$15.79
		101-000-000-543-50-32-00			Fuel	\$173.72
		401-000-000-534-80-32-00			Fuel	\$189.52

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
		407-000-000-535-80-32-00		Fuel	\$189.52
		410-000-000-531-10-32-00		Fuel	\$189.52
		Total 013118 124244			\$1,260.24
45878			1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
	013118 128275	Police Fuel			
		001-000-210-521-10-32-00		Fuel	\$3,837.88
		Total 013118 128275			\$3,837.88
	Total 45878				\$5,098.12
	Total CHS/Cenex				\$5,098.12
City of Black Diamond PD					
45879		021818 COBD PD	2/18/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		Confiscated Funds			
		001-000-216-369-30-00-00		Confiscated and Forfeited Property	\$188.11
		Total 021818 COBD PD			\$188.11
	Total 45879				\$188.11
	Total City of Black Diamond PD				\$188.11
City of Issaquah					
45880		04-50008553	1/10/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		Jail Services December, 2017			
		001-000-211-523-60-49-00		Jail Costs	\$2,425.00
		Total 04-50008553			\$2,425.00
45880		04-50008573	2/12/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		Jail Services January, 2018			
		001-000-211-523-60-49-00		Jail Costs	\$0.00
		Total 04-50008573			\$0.00
	Total 45880				\$2,425.00
	Total City of Issaquah				\$2,425.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
Comcast (34744)					
45881	0106172 021018	02/17-03/16 Services	2/10/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	\$3.29
		Police Cable TV Act 8498 34 014 0106172			\$3.29
		Total 0106172 021018			\$3.29
Total 45881					
Total Comcast (34744)					
Comcast (PA)					
45882	61217519	02/01-02/18 Services	2/1/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-248-518-20-42-00		MDRT Telephone, Fax, Internet costs	\$55.40
		001-000-254-518-20-42-00		Facilities-Communication	\$237.43
		101-000-000-542-90-42-01		Telephone/DSL/Radios	\$25.72
		401-000-000-534-80-42-00		Telephone/DSL/Radios	\$25.72
		407-000-000-535-80-42-00		Telephone/DSL/Radios	\$25.72
		410-000-000-531-10-42-00		Telephone/DSL/Radios	\$25.72
		Total 61217519			\$395.71
Total 45882					\$395.71
Total Comcast (PA)					\$395.71
Department of Health					
45883	07220 7 2018	2018 Operating Fees	2/5/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		401-000-000-534-80-49-05		Permit-Health Dept	\$1,493.15
		Total 07220 7 2018			\$1,493.15
Total 45883					\$1,493.15
Total Department of Health					\$1,493.15

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Department of Licensing in U.S. Funds					
45884	020818 DOL	2/8/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		Professional Engineer License Renewal			
		101-000-000-544-90-49-02	PW Clearing-Shared Other costs		\$116.00
	Total 020818 DOL				\$116.00
	Total 45884				\$116.00
Total Department of Licensing in U.S. Funds					
Emblem Enterprises, Inc.					
45885	706402	1/18/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		Police			
		001-000-210-521-10-31-00	Operating Supplies		\$406.55
	Total 706402				\$406.55
	Total 45885				\$406.55
Total Emblem Enterprises, Inc.					
Enumclaw Chrysler Jeep					
45886	5059779	2/8/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint		\$56.99
	Total 5059779				\$56.99
	6068511	2/8/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		001-000-210-521-10-48-01	Vehicle Maintenance & Repair		\$1,875.95
	Total 6068511				\$1,875.95
	Total 45886				\$1,932.94
Total Enumclaw Chrysler Jeep					
Francotyp-Postalia, Inc.					
45887	RI103559307	2/14/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		02/14/18-05/13/18 Rental			
		001-000-180-518-50-45-01	Postage Meter Rental & Maint.		\$130.32
	Total RI103559307				\$130.32
	Total 45887				\$130.32
Total Francotyp-Postalia, Inc.					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
H.D. Fowler Company					
45888	14739545		2/1/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		401-000-000-534-80-48-02		Water System Rep & Mtc-Ext/Int	\$49.77
Total 45888	Total 14739545				\$49.77
Total H.D. Fowler Company					\$49.77
Hach Company					
45889	10813395		1/29/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		PH Tester			
		401-000-000-534-80-35-00		Small Tools & Safety Equip	\$1,178.70
Total 45889	Total 10813395				\$1,178.70
Total Hach Company					\$1,178.70
Home Depot Credit Service					
45890	1573545		2/6/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		MDRT Vehicle Supplies			
		001-000-246-594-58-64-00		MDRT Computer/Vehicles	\$174.03
Total 45890	Total 1573545				\$174.03
PW Safety Equipment					
45890	1573546		2/6/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-270-576-80-35-00		Small Tools & Safety Equip	\$3.69
		001-000-280-536-20-35-00		Small Tools & Safety Equip	\$1.84
		101-000-000-542-90-31-04		Uniforms & Safety Supplies	\$20.29
		401-000-000-534-80-35-00		Small Tools & Safety Equip	\$22.13
		407-000-000-535-80-35-00		Small Tools & Safety Equipment	\$22.13
		410-000-000-531-10-35-00		Small Tools and Safety Equipment	\$22.13
Total 45890	Total 1573546				\$92.21

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
45890	8112893	2/9/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		PD Return			
		001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance		(\$9.74)
					(\$9.74)
					\$256.50
					\$256.50
Total 45890					
Total 8112893					
Total Home Depot Credit Service					
ICPC Region #2					
45891	640	1/26/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		001-000-216-521-10-43-00	Lodging, Meals & Mileage		\$655.00
					\$655.00
					\$655.00
					\$655.00
Total 45891					
Total 640					
Total 45891					
Total ICPC Region #2					
iland Internet Solutions Corporation					
45892	426398	1/26/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		Jan - Mar Backups			
		001-000-180-518-50-41-05	Cloud Storage & Comp Maintenance		\$882.59
					\$882.59
Total 426398					
45892	427180	2/8/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		426398 Correction Credit			
		001-000-180-518-50-41-05	Cloud Storage & Comp Maintenance		(\$650.01)
					(\$650.01)
					\$232.58
					\$232.58
Total 427180					
Total 45892					
Total iland Internet Solutions Corporation					
Johnsons Home & Garden					
45893	423201	1/24/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		Ridge Sewer Station			
		407-000-000-535-80-48-02	Sewer System Rep & Mtc-Ext/Int		\$16.90
					\$16.90
Total 423201					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
45893	423360		1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		Ridge Sewer Station			
		407-000-000-535-80-48-02		Sewer System Rep & Mtc-Ext/Int	\$4.91
	Total 423360				\$4.91
45893	423515		2/6/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		401-000-000-534-80-48-02		Water System Rep & Mtc-Ext/Int	\$22.09
	Total 423515				\$22.09
45893	423521		2/6/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		PW Water			
		401-000-000-534-80-31-01		Wtr. Operating Supplies	\$4.32
	Total 423521				\$4.32
45893	423522		2/6/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		MDRT Office			
		001-000-246-558-70-31-00		Office Supplies	\$10.81
	Total 423522				\$10.81
45893	423523		2/6/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		MDRT Truck			
		001-000-246-594-58-64-00		MDRT Computer/Vehicles	\$40.69
	Total 423523				\$40.69
Total 45893					\$99.72
Total Johnsons Home & Garden					\$99.72
Kara Murphy Richards					\$99.72
45894	022818 KMR		2/28/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		Feb Services			
		001-000-151-515-30-41-04		Court Legal-Pros Attorney	\$2,500.00
		Includes correction to Jan Payment			\$2,500.00
	Total 022818 KMR				\$2,500.00
Total 45894					\$2,500.00
Total Kara Murphy Richards					\$2,500.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
Keating, Bucklin & McCormack, Inc., P.S.	45895		2/5/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
	10195	12/21/17-01/26/18 Services			
		001-000-150-515-30-41-27		Legal Svs-Lawsuit-City OPMA	\$35,125.24
	Total 10195				\$35,125.24
	Total 45895				\$35,125.24
	Total Keating, Bucklin & McCormack, Inc., P.S.				\$35,125.24
	Kenyon Disend, PLLC				
	45896		1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
	186669	Jan Capital Projects			
		001-000-150-515-30-41-30		Legal Svs-Council-arbitration	\$460.00
		001-000-150-515-30-41-34		Legl Svs-Franchise Costs-Wave Cable	\$638.00
		001-000-150-515-30-41-35		Legal Svs-Verizon Franchise	\$29.00
		402-000-000-594-34-63-11		WSFFA-Partner-Legal Costs	\$116.00
	Total 186669				\$1,243.00
	45896		1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
	186670	Jan PDR Requests			
		001-000-150-515-30-41-17		Legal Costs-Public Disc/Oth	\$2,425.66
	Total 186670				\$2,425.66
	45896		1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
	186671	Jan Gen City Attorney			
		001-000-150-515-30-41-01		Legal Services-General Govt	\$4,477.60
		101-000-000-543-30-41-05		Legal Costs	\$995.03
		401-000-000-534-80-41-04		Legal Svcs	\$1,492.54
		407-000-000-535-80-41-09		Legal Costs	\$1,492.54
		410-000-000-531-10-41-01		Legal Costs	\$1,492.54
	Total 186671				\$9,950.25
	45896		1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
	186672	Jan MDRT			
		001-000-257-558-70-41-00		MDRT Legal Services	\$1,092.00
	Total 186672				\$1,092.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
45896	186673	1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		Jan OPMA Lawsuit			
		001-000-150-515-30-41-27	Legal Sys-Lawsuit-City OPMA		
Total 45896	Total 186673				\$7,108.90
Total Kenyon Disend, PLLC					\$7,108.90
					\$21,819.81
					\$21,819.81
Kevin Esping					
45897	021218 KE	2/12/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		Employee Reimbursement			
		001-000-270-576-80-31-03	Operating Supplies		
Total 45897	Total 021218 KE				\$94.98
Total Kevin Esping					\$94.98
					\$94.98
					\$94.98
King County Finance					
45898	77657	1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		SWD-722009422			
		101-000-000-544-90-48-01	PW Clearing-shared Shop Cost		
Total 77657					\$54.86
					\$54.86
45898	89977-89977	1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		1120292			
		101-000-000-542-64-48-01	Traffic Signal Maintenance		
Total 89977-89977					\$466.79
Total 45898					\$466.79
Total King County Finance					\$521.65
					\$521.65
King County Finance - Mental Health					
45899	2099488	2/7/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		4th Quarter 2017			
		001-000-182-566-00-51-00	KC Mental Health		
Total 2099488					\$282.44
Total 45899					\$282.44
Total King County Finance - Mental Health					\$282.44
					\$282.44

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount

King County Finance - Water & Land Resources Div.

45900	84394c	2/6/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		3rd Trimester of 2017		WRIA 9	
		410-000-000-531-10-49-09			\$1,477.34
	Total 84394c				\$1,477.34
Total 45900					\$1,477.34

Total King County Finance - Water & Land Resources Div.

Krista C. White Swain

45901	020118 KWS	2/1/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		Reimbursement		Lodging, Meals & Mileage	
		001-000-120-512-50-43-01		Judicial College/Training	\$570.12
	Total 020118 KWS				\$570.12

Total 45901

Total Krista C. White Swain

Kyocera

45902	55T1033944	2/20/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		11/21/17-02/20/18 Overages		Lease Payments - US Bank/Copier	\$31.19
		001-000-210-521-10-45-00		MDRT-Copier Costs	\$21.73
		Police Dept		Facilities Copier Maint Lease	\$146.66
		001-000-248-518-20-45-03		Facilities Copier Maint Lease	\$82.35
		MDRT			
		001-000-254-518-20-45-04			
		City Hall			
		001-000-254-518-20-45-04			
		Community Dev			
	Total 55T1033944				\$281.93
Total 45902					\$281.93

Total Kyocera

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
L.N. Curtis & Sons					
45903	INV158610	Police	1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-210-521-10-31-04		Uniforms	
Total 45903	Total INV158610				\$188.03
Total L.N. Curtis & Sons					\$188.03
Lakeside Industries					\$188.03
45904	37612		1/20/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		320-000-002-595-30-63-01		Chip Seal & Pot Hole Repair	
Total 45904	Total 37612				\$126.63
Total Lakeside Industries					\$126.63
Luzville Goebel					\$126.63
45905	020918 LG	Employee Reimbursement	2/9/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-213-521-10-43-00		Civil Service Lodging, Meals & Mileage	
Total 45905	Total 020918 LG				\$11.78
Total Luzville Goebel					\$11.78
Maple Valley Lawn & Landscape					\$11.78
45906	BUS2008-0184	BL Overpayment Refund	2/13/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-000-369-91-00-11		Misc & BLLate Fees	
Total 45906	Total BUS2008-0184				\$10.00
Total Maple Valley Lawn & Landscape					\$10.00
					\$10.00
					\$10.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	

Office Products Nationwide

45907	955004-0	CD/PW	2/12/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-240-558-51-31-00	CD Office Supplies	Office & Operating Supplies	\$205.58
	Total 955004-0				\$205.58
45907	956828-0	Crt	2/8/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-120-512-50-31-00	Crt Office Supplies	Operating Supplies	\$103.20
	Total 956828-0				\$103.20
45907	957687-0	CH	2/13/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-180-518-50-31-00	CH Office Supplies	Office Supplies City Hall	\$257.85
	Total 957687-0				\$257.85
45907	958026-0	MDRT	2/14/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-246-558-70-31-00	MDRT Office Supplies	Office Supplies	\$146.98
	Total 958026-0				\$146.98
45907	958136-0	CH	2/14/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-180-518-50-31-00	CH Office Supplies	Office Supplies City Hall	\$33.71
	Total 958136-0				\$33.71
	Total 45907				\$747.32
	Total Office Products Nationwide				\$747.32

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
Parametrix, Inc.					
45908	01-80188		2/6/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		01/11-01/27 Services			
		402-000-003-594-34-63-06		Bridge Structural Evaluation	
				Springs Water Project	\$4,136.25
Total 45908	Total 01-80188				\$4,136.25
Total Parametrix, Inc.					\$4,136.25
Perfeet Inc.					\$4,136.25
45909	20170143.000-4		2/9/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		11/27-01/28 Services			
		001-000-240-558-51-41-01		Prof Svs.Comm Dev. Pass Thru	\$4,048.15
				Wetland Review for Spartan Self Storage	\$4,048.15
Total 45909	Total 20170143.000-4				\$4,048.15
Total Perfeet Inc.					\$4,048.15
Puget Sound Energy					
45910	020518 PSE		2/5/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		01/03-02/01 Services			
		001-000-212-521-50-47-00		Electric/gas	\$662.65
		200009377470: PD/CT Elec		Electric/gas	\$92.18
		001-000-212-521-50-47-00		Electric/gas	\$344.49
		220013379882: Police Storage		MDRT Electricity	\$106.56
		001-000-248-518-20-47-00		MDRT Mod Bldgs Elec	\$167.10
		220013379841: MDRT Mod Bldgs Elec		Facilities-Utilities	\$516.74
		001-000-254-518-20-47-00		Facilities-Utilities	\$167.10
		200008062016: City Hall Elec		Facilities-Utilities	\$516.74
		200008061844: City Hall Elec		Facilities-Utilities	\$167.10
		001-000-254-518-20-47-00		Facilities-Utilities	\$516.74
		220013379841: CD/PW Mod Bldgs Elec		Museum Electric/Gas	\$395.38
		001-000-270-575-30-47-00		Museum Electric/Gas	\$395.38
		220013378793: Museum		Gym- Electricity and Gas	\$354.38
		001-000-270-575-51-47-00		Gym- Electricity and Gas	\$354.38
		220013379652: Gym		Gym- Electricity and Gas	\$354.38

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-270-576-80-47-00		Electric/Gas	\$4.34
	220013379635: PW Shop-Parks 4%			
	001-000-270-576-80-47-00		Electric/Gas	\$10.78
	220013379221: Lake Sawyer Boat Launch			
	001-000-280-536-20-47-00		Electric/Gas	\$2.17
	220013379635: PW Shop-Cemetery 2%			
	101-000-000-542-63-47-01		Street Lighting	\$49.29
	220013379197: Cov Sawyer & 216th			
	101-000-000-542-63-47-01		Street Lighting	\$14.11
	220013379601: Baker St Crosswalk			
	101-000-000-542-63-47-01		Street Lighting	\$2,265.45
	220013397355: PSE Streetlights			
	101-000-000-542-63-47-01		Street Lighting	\$249.17
	220013379791: Intersection Light 219th & SE 296th St			
	101-000-000-542-63-47-01		Street Lighting	\$10.78
	220013379247: 216th Signal & Street Lights			
	101-000-000-542-63-47-01		Street Lighting	\$90.25
	220013379817: Ped Lighting Roberts			
	101-000-000-543-31-47-00		Electric/Gas	\$23.85
	220013379635: PW Shop-Street 22%			
	401-000-000-534-80-47-00		Electric/Gas	\$2,377.64
	220013378835: Booster Station			
	401-000-000-534-80-47-00		Electric/Gas	\$701.77
	220013378868: 4.3 Mil Gal Resv			
	401-000-000-534-80-47-00		Electric/Gas	\$26.01
	220013379635: PW Shop-Water 24%			
	401-000-000-534-80-47-00		Electric/Gas	\$18.19
	220013378850: .5 Mil Gal Resv			
	407-000-000-535-80-47-00		Electric/Gas	\$32.77
	220013379643: Diamond Glen Sewer			
	407-000-000-535-80-47-00		Electric/Gas	\$26.01
	220013379635: PW Shop-Sewer 24%			
	407-000-000-535-80-47-00		Electric/Gas	\$12.29
	220013379619: Sewer Pump			
	407-000-000-535-80-47-00		Electric/Gas	\$100.09
	220013378819: Morganville Lift Station			
	410-000-000-531-10-47-00		Electric/Gas	\$26.01
	220013379635: PW Shop-Drainage 24%			
Total 020518 PSE				\$8,680.45
Total 45910				\$8,680.45
Total Puget Sound Energy				\$8,680.45

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
Regional Animal Services of King County					
45911	020918 RAS	02/09 Licenses	2/9/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		633-000-000-589-90-00-01		King County Animal License	\$5.00
Total 45911	Total 020918 RAS				\$5.00
Total Regional Animal Services of King County					
Republic Services, Inc. #176					
45912	5275591	Jan Services	1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-248-518-20-47-03		MDRT-Waste Disposal Costs	\$84.21
		MDRT			
		001-000-254-518-20-47-01		Facilities-Waste Disposal	\$126.31
		City Hall			
Total 5275591					\$210.52
45912	5275916	Jan Services	1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-270-576-80-47-04		Waste Disposal	\$10.78
		PW-Parks			
		001-000-280-536-20-47-04		Waste Disposal	\$5.39
		PW-Cemetery			
		101-000-000-543-31-47-04		Waste Disposal	\$59.32
		PW-Street			
		401-000-000-534-80-47-04		Waste Disposal	\$64.71
		PW-Water			
		407-000-000-535-80-47-04		Waste Disposal	\$64.71
		PW-Sewer			
		410-000-000-531-10-47-04		Waste Disposal	\$64.71
		PW-Drainage			
Total 5275916					\$269.62
45912	5276073	Jan Services	1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
		001-000-212-521-50-47-04		Waste Disposal	\$210.52

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	

South Correctional Entity

45915	2975	2/6/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		January 2018 Inmate Days		Jail Costs	\$14,350.00
		001-000-211-523-60-49-00			\$14,350.00
	Total 2975				\$14,350.00
	Total 45915				\$14,350.00

Total South Correctional Entity

State Auditor's Office

45916	L123840	2/13/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		01/18 Charges		State Auditor Services	\$5,630.50
		001-000-140-514-23-41-01		State Auditor Services	\$1,351.32
		101-000-000-543-30-41-02		State Auditor Services	\$5,180.06
		401-000-000-534-80-41-03		State Auditor Services	\$5,180.06
		407-000-000-535-80-41-07		State Auditor Services	\$5,180.05
		410-000-000-531-10-41-02		State Auditor Services	\$22,521.99
	Total L123840				\$22,521.99
	Total 45916				\$22,521.99

Total State Auditor's Office

Summit Law Group

45917	90480	2/16/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		General		Legal Services -Employment	\$238.50
		001-000-150-515-30-41-02			\$238.50
	Total 90480				
45917	90481	2/16/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
		Teamsters		Legal Svcs-Union Contracts	\$1,881.50
		001-000-150-515-30-41-08			\$1,881.50
	Total 90481				\$2,120.00
	Total 45917				\$2,120.00

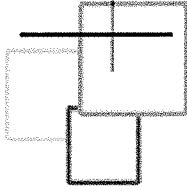
Total Summit Law Group

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Truck Performance NorthWest					
	45918		2/7/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
	38867		001-000-246-594-58-64-00	MDRT Computer/Vehicles	\$2,497.72
	Total 38867				\$2,497.72
Total Truck Performance NorthWest					
	Total 45918				\$2,497.72
US Bank National Association					
	45919		1/22/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
	012218 US BNA				
		Water Refund: Acct 4562.0		Water Charges	\$4.86
		401-000-000-343-40-00-01		New Owner Effective 01/22/2018	
	Total 012218 US BNA				\$4.86
Total US Bank National Association					
	Total 45919				\$4.86
Utilities Underground					
	45920		1/31/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
	8010108				
		January Services		Locating Service	\$41.58
		401-000-000-534-80-41-08			\$41.58
		27 Locates			\$41.58
	Total 8010108				\$41.58
Total Utilities Underground					
	Total 45920				\$41.58
Valley Communications Center					
	45921		2/10/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
	0021858				
		911 Calls Jan 2018		Valley Comm - Dispatch Service	\$11,225.99
		001-000-214-521-20-41-00			\$11,225.99
	Total 0021858				\$11,225.99
Total Valley Communications Center					
	Total 45921				\$11,225.99

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
VenTek International						
	45922		2/1/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
	109609		001-000-270-576-80-41-02	Venue Pay Station		\$585.00
	Total 109609					\$585.00
Total VenTek International						\$585.00
Voice of The Valley						
	45923		2/5/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
	20306		001-000-240-558-51-41-10	Prof. Svs - Spartan		\$400.00
			001-000-240-558-60-41-75	Advertising		\$65.00
			410-000-000-531-10-41-75	Advertising		\$65.00
	Total 20306					\$530.00
Total Voice of The Valley						\$530.00
Washington State Patrol						
	45924		2/7/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
	118005116		Jan Background Checks	Due to WSP-FBI Fingerprinting-Background		\$36.00
			633-000-000-589-90-00-06			\$36.00
	Total 118005116					\$36.00
Total Washington State Patrol						\$36.00
Washington Workwear Stores, Inc.						
	45925		2/2/2018	2018 - February - 3rd Feb Batch for 03/01 Council		
	3264		001-000-270-576-80-31-07	Uniforms		\$7.82
			001-000-280-536-20-31-04	Uniforms		\$3.90
			101-000-000-542-90-31-04	Uniforms & Safety Supplies		\$43.00
			401-000-000-534-80-31-05	Uniforms		\$46.91
			407-000-000-535-80-31-04	Uniform Allowance		\$46.91
			410-000-000-531-10-31-04	Uniforms and Safety Supplies		\$46.91
	Total 3264					\$195.45
Total Washington Workwear Stores, Inc.						\$195.45
						\$195.45

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
Water Management Laboratories, Inc.					
45926	164650		1/25/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
			401-000-000-534-80-41-02	Water Testing and Sampling	\$21.00
Total 45926	Total 164650				\$21.00
Total Water Management Laboratories, Inc.					
Wilderness Electric					
45927	BUS12-0049		2/13/2018	2018 - February - 3rd Feb Batch for 03/01 Council	
			BL Overpayment Refund		\$10.00
			001-000-000-369-91-00-11	Misc & BLLate Fees	\$10.00
Total 45927	Total BUS12-0049				\$10.00
Total Wilderness Electric					\$10.00
Vendor Count 52					Grand Total
					\$150,884.85

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
Safe Security	45928		2/14/2018	2018 - March - 1st Mar Batch for 03/01 Council		
	4181351		03/01/18-03/31/18 BD Storage Alarm Monitoring			
			101-000-000-544-90-48-01	PW Clearing-shared Shop Cost		\$52.48
	Total 4181351					\$52.48
Total Safe Security	Total 45928					\$52.48
Sorci Family LLC	45929		2/28/2018	2018 - March - 1st Mar Batch for 03/01 Council		
	022818 SFLLC					
		March Rent				
		001-000-248-518-20-45-02		MDRT Property Rental Cost		\$647.43
		001-000-254-518-20-45-02		Facilities-Prop Rental		\$970.12
		001-000-254-518-20-45-05		Facilities City Hall Bldg Rental		\$2,125.21
Total 022818 SFLLC	Total 45929					\$3,742.76
Total Sorci Family LLC						\$3,742.76
Grand Total						\$3,795.24
Vendor Count 2						

BLACK DIAMOND CITY COUNCIL
SPECIAL JOINT COUNCIL/PLANNING COMMISSION MEETING
February 6, 2018

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special joint meeting to order at 6:16 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Oglesbee, Edelman, Stout, and Pepper.
Commissioners LaConte, Ammons, Seth, McCain, Ekberg, and Olson

ABSENT: Councilmember Deady and Commissioner Ambur

Staff present were: Brenda L. Martinez, City Clerk, Andrew Williamson, MDRT/Ec Dev/Interim Community Development Director, and Barbara Kincaid, BHC Consulting, Inc.

Mayor Benson announced that tonight's meeting will be an overview of the Comprehensive Plan update and moving forward. She then turned the meeting over to Director Williamson

MDRT/Ec Dev/Interim Community Development Director Williamson explained the process for tonight's meeting and introduced Barbara Kincaid of BHC Consulting, Inc. who is leading the City through the update process.

Ms. Kincaid noted being happy to continue working on this project as this is a terrific community. She commented that tonight's presentation is a high level overview of what has been accomplished on the comp plan update and what will be coming forward. She also noted that there is no information for tonight's meeting as this is just a chance for everyone to look at what has been done.

Ms. Kincaid shared a PowerPoint presentation that hit on the following points of discussion:

- What is a Comprehensive Plan?
- Comprehensive Plan Basics
- Growth Management Act (GMA) RCW 36.70A
- Inter-jurisdictional Cooperation CPPS and Vision 2040
- Steps Involved in Development of a Comprehensive Plan
- Community Vision
- Black Diamond Vision Statement

- What Does a Comprehensive Plan Do?
- Elements that must be included in Comprehensive Plans
- Elements of the Black Diamond Comprehensive Plan
- Update Process
- Project Roles and Responsibilities
- Schedule Moving Forward

There was discussion on the schedule moving forward and Director Williamson commented that when the Planning Commission makes their recommendation to the Council they then step back and Council takes the process over.

There was Council/Commission/Staff discussion on the yearly update process used by the City.

ADJOURNMENT:

Councilmember Edelman **moved** to adjourn the meeting; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (10-0).

The meeting ended at 7:10 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

**BLACK DIAMOND CITY COUNCIL
WORK SESSION MINUTES**

February 8, 2018

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Pro Tempore Edelman called the regular work session meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Edelman, Stout and Pepper.

ABSENT: Mayor Benson

Staff present were: Brenda L. Martinez, City Clerk.

Mayor Pro Tempore Edelman welcomed everyone and discussed preparing a redlined version of the rules which incorporates the changes from the last meeting.

1) Continuation of Council Rules of Procedure

SECTION 1 - Authority

There was again Council discussion about putting RCWs in their entirety in the rules or just citing the numbers. Councilmembers Oglesbee, Stout, and Deady commented on being okay with citing to the RCWs.

SECTION 2 – Council Meetings

Councilmember Edelman discussed the changes that were made to this section in the redlined version.

There was Council suggestions to the following areas of Section 2:

2.4 – Schedule of Regular Meetings

Council discussed the changes to the section and recommended adding the wording “the Mayor, Mayor Pro Tempore, or a majority of the City Council may on an emergency basis cancel a meeting due to unforeseen events” and add RCW 35A.12.100 citation

Councilmember Edelman suggested adding this language as a separate paragraph to 2.4.

2.8 –Special Meetings.

There was Council discussion on changing “three” to “majority”.

2.9 – Number change.

2.10 – Executive and Closed Session – was 2.8 in old rules, added the words “and closed” to the title and added last paragraph “No votes, straw polls, or decisions on the final action shall be made in executive Sessions or Closed Sessions”.

2.11 – is now Town Hall meetings and is a new section.

2.7 – Study Sessions - Councilmember Edelman suggested that a sentence be added stating that there is no public comments at work sessions. Councilmember Deady liked this suggestion.

SECTION 3 – Regular Council Meeting Order of Business

3.1 – Preparation of Council Agenda moved to Section 2.2

3.4 – Agenda Review – new section added.

3.5.5 – Prohibited Topics – numbering change

3.6 – Consent Agenda – there was discussion regarding how to remove items from the consent agenda and how to add items to the agenda.

3.7 – Public Comments – changed ending reference to read See Section 9.

3.8 – Legislative Public Hearings – changed ending reference to read See Section 10

3.9 – Quasi-judicial Hearings - changed ending reference to read See Section 10

3.10 – Moved to Section 3.4

3.12 – 3.18 – changes to reference sections

3.19 – Adjournment – added the words “request a vote”.

3.20 – Recess – added the words “or majority of the City Council” after the word “Officer”. Councilmember Deady noted the presiding officer should be able to call for a recess.

3.21 – Town Hall Meetings – moved to Section 2.11

SECTION 4 – Presiding Officer

4.3 – Reordering Items on Agenda – There was discussion on this wording being similar to the wording in 3.4 and Councilmember Edelman asked if it should be kept in both places. There was discussion on this and adding the old language from 4.3 as item 4.5.

SECTION 5 - Councilmembers

5.2 – Remarks – There was discussion on the added language with Councilmember Pepper noting she does not like the added language.

5.1.1 – Excused Absence – Councilmember Deady read from MRSC what constitutes an excused absence and would like to have reason included in this area.

Councilmember Oglesbee noted liking the language suggested by Councilmember Deady.

It was suggested to add to 5.1.1 after due to “death of a family member, family or personal illness, inclement weather, accident, scheduled vacations, and other unusual or unforeseen circumstances”.

5.3 – Questioning – Councilmember Stout asked for clarification of what constitutes cross examination. There was Council discussion on this.

SECTION 6 – Debates

Section 6.6 – Amendment of Rules – Councilmember Edelman noted this is a new section added to the rules. In the last sentence it was suggested to add the word “two” before the word “thirds”.

SECTION 7 – Parliamentary Procedures and Motions

There was Council discussion on tabling.

SECTION 8 – Voting

8.7 – Failure to Vote – There was discussion on this and it was suggested to leave as is.

SECTION 9 – Ordinances and Resolutions

9.2 – Resolutions – the added language to this section is after the word “Administrator” and the new verbiage is “and shall be reviewed by the City Attorney prior to presentation to the City Council for review and approval”.

SECTION 10 – Public Comments

10.3 – Advertising or Promoting Political Cause is Prohibited – Councilmember Stout suggested that this section needs to be clarified on what is and is not allowed. It was suggested to ask the City Attorney’s opinion on this and to clarify so people understand what can and can’t be said during public comments.

SECTION 22 - Savings

Councilmember Edelman discussed adding this new section which is a “savings” clause or “severability” clause. There was discussion on this and it was suggested to have it be “severability” rather than “savings”.

In closing, Councilmember Edelman noted she will make the suggested changes to the document and send a copy to the Clerk for distribution to the City Attorney for his review and comments. After his review the City Attorney will prepare a resolution to adopt the Council rules and draft an ordinance regarding the Council Chambers.

Councilmember Pepper asked if the Council would see the proposed changes by the City Attorney. Councilmember Edelman responded yes.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Edelman. Motion **passed** with all voting in favor (5-0).

The meeting ended at 8:35 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL MINUTES

February 15, 2018

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Edelman, Stout and Pepper.

ABSENT: None

Staff present: Seth Boettcher, Public Works Director; Andrew Williamson, MDRT/Ec Dev/Interim Community Development Director; Kevin Esping, Facilities Coordinator; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

CONSENT AGENDA:

Councilmember Edelman **moved** to adopt the consent agenda; **second** Councilmember Deady. Motion **passed** 5-0. The consent agenda was approved as follows:

- 1) **Claim Checks** – February 15, 2018 – Check No. 45828 through 45872 and EFTs in the amount of \$162,508.38
- 2) **Payroll** – January 31, 2018 – Check No. 19480 through 19496 and ACHs in the amount of \$316,146.69
- 3) **Minutes** – Council Meeting of February 1, 2018
- 4) **Minutes** – Council Meeting of September 1, 2016
- 5) **Minutes** – Council Meeting of September 15, 2016
- 9) **AB18-036** – Resolution No. 18-1231 Authorizing Purchase of New City Pool Car

PUBLIC COMMENTS:

Johna Thomson, Black Diamond spoke to Council.

Judy Carrier, Auburn spoke to Council.

Gary Davis, Black Diamond spoke to Council.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 6) **AB18-033** – Resolution No. 18-1229 Approving Technical Services Agreement with King County regarding Water Quality Monitoring

Public Works Director Boettcher addressed this item.

Councilmember Edelman **moved** to adopt Resolution No. 18-1229, authorizing the Mayor to execute an agreement with King County to provide water quality monitoring, lab services, and volunteer training for Lake Sawyer; **second** Councilmember Oglesbee.

Councilmember Edelman spoke to her motion.

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

- 7) **AB18-034** – Resolution No. 18-1230 Ratifying Additional Consultant Contracts Not Previously Approved by Council

Mayor Benson reported to Council on this item.

Councilmember Deady **moved** to adopt Resolution No. 18-1230, ratifying additional consultant contracts not previously approved by the City Council in 2017; **second** Councilmember Edelman.

There was Council discussion.

Vote: Motion **passed** 4-1 (Pepper).

- 8) **AB18-035** – Ordinance No. 18-1100, amending Chapter 10.40 of the Black Diamond Municipal Code to add offense of unlawful intersection avoidance.

Chief Kiblinger reported to Council on this item and suggested adding additional verbiage to 10.40.070. After \$100 add the verbiage “plus all mandatory state costs, fees, and assessments”.

There was Council discussion.

Councilmember Deady **moved** adopt Ordinance No. 18-1100, amending Chapter 10.40 of the Black Diamond Municipal Code to add offense of unlawful intersection avoidance and to add the additional verbiage after the fee that Chief Kiblinger suggested; **second** Councilmember Edelman. Motion **passed** with all voting in favor (5-0).

DEPARTMENT REPORTS: None**MAYOR'S REPORT:**

Mayor Benson reported attending the SEAL – TC and discussed the new flyer and noted there being copies on the table for the public; attended Public Works Committee meeting and discussed the process for filling the vacation Council seat.

There was discussion on the process filling the vacancy and consensus to have interview held at the March 1, 2018 Council meeting. Councilmember Edelman suggested having a couple Councilmembers get together with the Mayor to come up with new questions.

COUNCIL REPORTS:

Councilmember Deady discussed the upcoming Fire Ad Hoc Committee meeting and Council appointing Councilmembers to this committee. She noted the next meeting is February 19th at 6:30 p.m. at Fire Station 98. There was Council consensus to notice this as a special meeting as three Councilmembers will be in attendance. Councilmember Deady continued with her report and noted attending the Finance Committee meeting and shared that her heart goes out to those involved in the tragedy in Florida and hopes there are more drills and lessons done at schools to learn how to handle these types of situations.

Councilmember Oglesbee reported attending the joint Council/Planning Commission meeting and the noted the next Public Safety meeting is scheduled for March 2, 2018.

Councilmember Edelman reported attending the Public Works Committee meeting; joint meeting; work session on Council rules, and the PIC meeting.

Councilmember Stout reported attending the work session Council rules and stated she appreciated Councilmember Edelman's work on these rules and looks forward to the process going forward; attended the Public Works Committee and Finance Committee meetings and noted appreciated the staff and all the work they do as they are well versed and come prepared to these meetings

Councilmember Pepper reported attending the joint meeting and work session and noted it being nice to see the City back on track for the Comprehensive Plan update. She shared her closing remarks as a Councilmember.

ATTORNEY REPORT:**PUBLIC COMMENTS:**

Gary Davis, Black Diamond spoke to Council.

Pat Nelson, Black Diamond spoke to Council.

Brock Deady, Black Diamond spoke to Council.

Johna Thomson, Black Diamond spoke to Council.

Joe Androsko, Black Diamond spoke to Council.
Robbin Taylor, Black Diamond spoke to Council.
Judy Carrier, Auburn spoke to Council.
Terri Yankovich, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Edelman **moved** to adjourn the meeting; **second** Councilmember Deady.
Motion **passed** with all voting in favor (5-0).

The meeting ended at 7:49 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

**BLACK DIAMOND CITY COUNCIL
SPECIAL MEETING MINUTES**

October 18, 2016

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, and Weber. (Councilmember Morgan was not present for roll call and entered the meeting at 6:01 p.m.)

ABSENT: None

Staff present: May Miller, Finance Director; Jamey Kiblinger, Police Chief; Rob Reed, IT Services; Andrew Williamson, MDRT/Ec Dev/Interim Community Development Director; Scott Hanis, Capital Projects/Program Manager; Melanie Dane, Municipal Court Judge; Stephanie Metcalf, Court Administrator, and Brenda L. Martinez, City Clerk.

WORK SESSION:

PRELIMINARY DRAFT 2017 GENERAL FUND BUDGET

Mayor Benson read into the record a memo on the 2017 preliminary draft 2017 General Fund Budget. This memo is attached and incorporated into the minutes. Mayor Benson then turned the meeting over to Finance Director Miller.

Councilmember Weber entered the meeting at 6:01 p.m.

Finance Director Miller noted this is third work session Council has had on the budget. She recapped prior work sessions and reported that tonight's work session will be to go over the preliminary draft 2017 General Fund budget and on October 27th will be a work session to go over the public works budgets, special revenue funds, and the capital budgets.

Ms. Miller reviewed with Council the staffing levels and funding sources; draft preliminary combined 2017 preliminary budget for all funds and explained the 2017 general fund sources and uses; she referred to the Funding Agreement page 31 and noted that developer funding is decreasing which is good as the City needs to cover costs of the city. She discussed the general fund revenues and their sources (i.e. property tax, sales tax, utility taxes, etc.) and what those dollars cover. She reviewed the general fund tax trends with Council and reviewed department budgets along with staff members where they

highlighted areas that have either decreased, increased or new increases that are being asked for and why.

In closing Finance Director Miller reviewed the budget calendar and reminded Council the next meeting on the budget is scheduled for October 27th.

ADJOURNMENT:

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

Meeting ended at 7:39 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

**BLACK DIAMOND CITY COUNCIL
SPECIAL MEETING MINUTES**

October 27, 2016

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special meeting to order at 6:01 p.m. and led us all in the Flag Salute.

ROLL CALL:

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

ABSENT: None

Staff present: May Miller, Finance Director and Brenda L. Martinez, City Clerk.

WORK SESSION:

PRELIMINARY DRAFT 2017 PUBLIC WORKS BUDGETS, SPECIAL REVENUE FUNDS, AND CAPITAL FUNDS

Mayor Benson announced this special meeting is a work session on the proposed 2017 preliminary budget for the public works budgets, special revenue funds, and capital projects. She then turned the meeting over to Finance Director Miller.

Finance Director Miller reported this is the second work session on the 2017 budget and is also an overview of the public works budgets, special revenue funds, and capital funds. She explained this is another chance for Council to go over the document and ask questions so all the information can get out to the public.

She reviewed with Council the following Special Revenue Funds which are restricted and can only be used for allowable expenses:

- Street Fund
- Fire Impact Fee Fund
- Transportation Benefit District Fund (TBD)
- Traffic Mitigation Fund
- Internal Service Funds – These funds have a common purpose and all funds contribute.
- Equipment Replacement Funds

Ms. Miller reviewed with Council the following Utility Fund and noted these funds are more like business funds where Council raises the rates to support the expenditures.

- Water Operating Fund 401
- Water Debt
- Sewer Operating Fund 407
- Stormwater Operating Fund 410

The following Capital Funds were reviewed with Council.

- Real Estate Excise Tax 1 – 311 (REET 1)
- General Government Capital Projects Fund 310
- Real Estate Excise Tax 2 - 321 (REET 2)
- Public Works Capital Projects Fund 320
- Water, Supply Facility Funding Agreement (WSFFA) – Partners pay 100% of the costs for projects in this fund.
- Water Capital Fund 404

At 6:59 p.m. Mayor Benson recessed the work session portion of the meeting for a public hearing regarding proposed revenue sources for the 2017 budget including possible increases in property tax levy.

PUBLIC HEARING:

PROPOSED REVENUE SOURCES FOR THE 2017 BUDGET INCLUDING POSSIBLE INCREASE IN PROPERTY TAX LEVY

Finance Director Miller noted that the City is required to have a public hearing before the end of the month. She explained this hearing has been noticed in the paper and on the City's website. She discussed the ordinances that are associated with the adoption of the 1% increase in property tax. She also discussed these ordinances will be back before Council at the November 17th meeting for action as state law requires property tax certifications to be filed with the County by November 30th.

Mayor Benson opened the public hearing at 7:01 p.m. No public commented and Mayor Benson announced the public hearing will remain open until November 17, 2016.

CONTINUATION OF WORK SESSION:

Mayor Benson announced we will now continue with the work session that was recessed for the public hearing.

Finance Director Miller continued to review with Council the following Utility Funds.

- Continuation of Water Capital Fund 404
- Sewer Capital Fund 408
- Stormwater Capital Fund 410

In closing Finance Director Miller reviewed the budget calendar and noted we are currently at number 9 on the calendar tonight. She commented that the preliminary budget will be posted November 1 and the next budget hearing is scheduled for November 17, 2016.

Mayor Benson asked if Councilmembers have any questions on the budget or items they would like to see in the budget.

ADJOURNMENT:

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

Meeting ended at 7:24:22 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: March 1, 2018	
Ordinance authorizing the adoption of a cross connection control program.	Mayor Carol Benson	AB18-037
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$--	Public Works – Seth Boettcher	X
Fund Source: --	Court – Stephanie Metcalf	
Timeline: 2018		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Draft Ordinance		
<p>SUMMARY STATEMENT:</p> <p>The City's water system has the responsibility to provide water to its customers that meets State water quality standards. In order to do so, the City needs to prevent the contamination of the public water system even at individual water meters. There is potential for contaminants to enter into the public water system from the customer side of the water meter. While there are controls in place to prevent contaminants from entering the water supply from customers, this would codify those requirements. The State requires a cross connection control program to establish these requirements. This ordinance would authorize the City to develop such a program.</p> <p>The program itself will set City policies regarding the type of devices to prevent contaminants from entering the water system because of backflow back through the water meter. This would set policy for businesses and new residences.</p> <p>FISCAL NOTE (Finance Department):</p> <p>Implementation of a Cross Connection Control Program is to be overseen by a Cross Connection Control Specialist. The City will look to contract with a third party to help oversee the City's program, once implemented.</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</p> <p>Public Works Committee recommends sending this draft ordinance to a public hearing.</p>		
<p>RECOMMENDED ACTION: Public Hearing only.</p>		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 1, 2018		

ORDINANCE NO. 18-_____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
ESTABLISHING THE AUTHORITY TO ADOPT A CROSS
CONNECTION CONTROL PROGRAM; ADOPTING BLACK
DIAMOND MUNICIPAL CODE SECTIONS 13.04.025,
13.04.085 AND 13.04.095; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, it is the responsibility of a water purveyor to provide water to the customer at the meter that meets Washington state water quality standards; and

WHEREAS, it is the water purveyor's responsibility to prevent the contamination of the public water system from the source of supply (i.e., to the customer's connection to the service pipe or meter); and

WHEREAS, it is a requirement of the Washington State Department of Health ("DOH") for the Purveyor to establish a cross connection-control program satisfactory to DOH; and

WHEREAS, cross-connections within the customer's plumbing system pose a potential source for the contamination of the public water supply system; and

WHEREAS, the Council now desires to establish the authority to adopt and implement a cross-connection control program to protect the City-owned water system from the risk of contamination, to apply equally to all new and existing customers for public health and safety;

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

Section 1. A new Section 13.04.025 of the Black Diamond Municipal Code ("BDMC") is hereby adopted to read as follows:

13.04.025 Authority to Adopt and Implement a Cross-Connection Control Program.

The City will engage the services of a DOH-certified Cross-Connection Control Specialist ("CCS") to develop, implement and be in charge of the Black Diamond Water System's cross-connection control program.

The City, under the direction of the aforementioned CCS, will prepare a written cross-connection control program plan to implement the requirements of this ordinance. The written program shall be consistent with this ordinance and shall comply with the

requirements of Chapter 246-290 WAC (Group A Drinking Water Regulations). The Public Works Director shall be responsible for the adoption and implementation of the cross-connection control program. A copy of the program shall be on file in the City Clerk's office and the Public Works Department.

The City will use the most recently published editions of the following publications as references and technical aids:

- (1) *Cross-Connection Control Manual, Accepted Procedures and Practice*, published by the Pacific Northwest Section, American Water Works Association, or latest edition thereof.
- (2) *Manual of Cross-Connection Control*, published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, or latest edition thereof.
- (3) *Cross-Connection Control Guidance Manual for Small Water Systems*, published by the DOH Office of Drinking Water.
- (4) *[Optional addition: add additional references here, if applicable]*.

The City will incorporate the written program plan into the Water System Plan and will submit the plan to DOH for approval when requested.

The Public Works Director or his/her designee, in consultation with the aforementioned CCS, shall have the authority to make reasonable decisions related to cross connections in cases and situations not provided for in the BDMC or written program.

If any provision in the BDMC, or in the written cross-connection control program is found to be less stringent than or inconsistent with the Drinking Water Regulations (Chapter 246-290 WAC), or other Washington state statutes or rules, the more stringent state statute, rule, or regulation shall apply.

Section 2. A new Section 13.04.085 of the Black Diamond Municipal Code is hereby adopted to read as follows:

13.04.085 Cross-connection restrictions and fees

A. No water service connection from the city water system to any premises shall be installed or maintained unless the city water supply is protected by backflow prevention devices as required by the director or his/her designee, the rules and regulations of the State Board of Health, the county department of health, this code, and the city's cross-connection control program. The installation or maintenance of a cross-connection which will endanger the water quality of the city water supply is unlawful. Any such cross-connection is hereby declared a nuisance and shall be abated. The control and/or elimination of cross-connections within the city systems shall be in accordance with

WAC 246-290-490, the rules and regulations of the state and county, and the city's cross-connection control program, as amended.

B. Service to any property, landowner, or water user receiving its water supply from the city water supply system shall be contingent upon compliance with all requirements of the rules and regulations of the state and county boards of health, the city, and this code pertaining to cross-connections. Service shall be discontinued to any premises, water user, or property owner for failure to comply with such regulations of the State Board of Health, the city, and this code pertaining to cross-connections, and any discontinued service will not be re-established until the public works department has approved compliance with such requirement of the rules and regulations of the State Board of Health, the city, and this code pertaining to cross-connections.

C. Costs and Fees. The property owner or developer shall be responsible for paying all utility costs and fees associated with the installation, inspection, testing, certification, repair, replacement or upgrade of backflow prevention assemblies in accordance with the City's adopted Fee Schedule, as applicable.

Section 3. A new Section 13.04.095 of the Black Diamond Municipal Code is hereby adopted to read as follows:

13.04.095 Cross-Connections and Backflow Prevention Assemblies – Enforcement

A. Unlawful cross-connections and installation of backflow prevention assemblies. Cross-connections declared in BDMC Chapter 13.04 and/or the City's cross-connection control program to be unlawful, whether presently existing or hereinafter installed, and/or services requiring backflow prevention assemblies and/or unlawful use or operation of a private water supply system served by the City public water supply system are public nuisances, and in addition to any other provisions of this code or the ordinances of the City where abatement of public nuisances shall be subject to abatement in accordance with the following procedure:

(1) In the event that the Public Works Director determines that a nuisance as herein provided does exist, written notice shall be sent to the person in whose name the water service is established under the records of the City water department, or alternatively, a copy of such written notice shall be posted on the premises served.

(2) The notice shall provide that the nuisance described herein shall be corrected within 30 days of the date said notice is mailed or posted on the premises.

(3) In the event said nuisance is not abated within the prescribed time, water service to said premises shall be discontinued.

(4) In the event that the nuisance, in the opinion of the Public Works Director, or his or her designee, presents an immediate danger of contamination to the public water supply, service from the City water supply system to the premises may be terminated

without prior notice, provided, however, notice will be posted on the premises in the manner heretofore provided at the time said service is terminated.

B. Failure to complete inspections/test reports. When a customer fails to send in backflow preventer inspection/test reports required by the cross-connection control program within 15 days after the due date specified and the City has not approved an extension, the City will take the following enforcement action:

(1) The City will send a second notice giving the customer an additional 15 days to comply.

(2) If the customer has not complied within 10 days of the due date given in the second notice, the City will send a third notice, by certified mail or by hand delivery, giving an additional 15 days to send in the inspection/test report. The notice will inform the customer that failure to satisfactorily respond to the notice will result in water service shut-off.

(3) The purveyor will send copies of the third notice to the occupants of the premises (if different from the customer) and to the local administrative authority.

(4) If the customer has not responded satisfactorily within 10 days of the due date specified in the third notice, the purveyor will implement service shut-off procedures.

(5) Prior to shut-off, the City will offer to arrange for the inspection and/or testing of the customer-owned backflow preventers by a certified BAT and will bill the customer the actual cost of inspection and/or testing in the service area plus associated costs for staff time as determined in the City's adopted Fee Schedule. Collection and enforcement procedures for such charges will be the same as for other water utility charges.

Section 4. Section 13.04.090 of the Black Diamond Municipal Code is hereby amended to read as follows:

13.04.090 Connection with other water supply.

No service connection shall be allowed from the city mains to any premises supplied by water from any other source

Section 5. Section 13.04.070 of the Black Diamond Municipal Code is hereby repealed in its entirety.

Section 6. Each and every provision of this Ordinance is severable. If any provision of this Ordinance is found to be unconstitutional or otherwise unenforceable or contrary to law by a court of competent jurisdiction, that finding shall not affect the validity of the remaining provisions, which shall remain in force and effect.

Section 7. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY A MAJORITY OF THE CITY COUNCIL AT A MEETING HELD ON THE _____ DAY OF _____, 2018.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

Published: _____

Posted: _____

Effective Date: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 18-1232 authorizing the Mayor to execute a professional services agreement with Parametrix, Inc. for the design engineering of the Roberts Drive Improvements, 236th Avenue SE to Bruckners Way project.	Agenda Date: March 1, 2018	
	AB18-038	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$116,990	Public Works – Seth Boettcher	X
Fund Source: REET II	Court – Stephanie Metcalf	
Timeline: 2018		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 18-1232; Agreement; Map		
SUMMARY STATEMENT: This project would extend improvements along Roberts Drive from the recently completed Roberts Drive project from Bruckners Way to 236 th Avenue SE. A portion of these pedestrian improvements have already been completed. This design effort would complete the design in order to have a construction-ready project. This design effort would complete the gap between existing sidewalks and provide more walkability in the City. With the design complete, this project could rate higher on grant applications this summer. Funds spent on this design effort will count towards the City's match requirement on a grant for construction funds. If a grant is received, construction could begin in the spring of 2019. FISCAL NOTE (Finance Department): Funds for this contract will come from unanticipated REET II revenue along with funds that were set aside for Roberts Drive Improvements. An appropriation of funding is needed for spending authorization. A budget amendment will be needed prior to the end of the year.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Finance Committee recommends making funds available for this contract. Public Works Committee recommends sending to the Council for action.		
RECOMMENDED ACTION: MOTION to adopt Resolution 18-1232, authorizing the Mayor to execute a professional services agreement with Parametrix, Inc. for the design engineering of the Roberts Drive Improvements, 236th Avenue SE to Bruckners Way project and to appropriate the funds for this project.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 1, 2018		

RESOLUTION NO. 18-1232

**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
PARAMETRIX, INC. FOR THE DESIGN ENGINEERING OF
THE ROBERTS DRIVE IMPROVEMENTS, 236TH AVENUE
SE TO BRUCKNERS WAY PROJECT**

WHEREAS, the City does not have sufficient staff resources to complete the design engineering for the Roberts Drive Improvements, 236th Avenue SE to Bruckners Way project; and

WHEREAS, completing the design of this project will improve the chances of receiving grant funding for the construction of this project; and

WHEREAS, the City advertised for civil engineering services and received Statements of Qualifications from interested consultants on January 9, 2018; and

WHEREAS, Parametrix, Inc. has completed the design engineering for several City projects, including the recently completed Roberts Drive Roadway Improvements project; and

WHEREAS, City staff recommends authorizing a professional services agreement with Parametrix, Inc. for this project;

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 professional services agreement with Parametrix, Inc. to provide the design engineering of the Roberts Drive Improvements, 236th Avenue SE to Bruckners Way project.

Section 2. Appropriate \$116,990 from REET II for this project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF MARCH 2018.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
FOR CIVIL ENGINEERING SERVICES**

This Professional Services Agreement ("Agreement") is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher Phone: 360-886-5700 Fax : 360-886-2592

and

PARAMETRIX, INC. ("Consultant")

Physical Address: _____

CITY, ST ZIP

Mailing Address: _____

Contact: Austin Fisher, P.E. Phone: _____ Fax: _____

Tax Id No.: _____

for non-exclusive professional civil engineering services in connection with the following project:

City of Black Diamond ROBERTS DRIVE IMPROVEMENTS, 236TH AVENUE SE TO BRUCKNERS WAY.

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for civil engineering services, and based on that process the City desires to work with the Consultant on City matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (scope of work) under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional civil engineering services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 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 this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants 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.

2. Schedule of Work

2.1 The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have tasks outlined in Exhibit A as set in the Schedule outlined in Exhibit A.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

3. Compensation

3.1 Rates. Compensation for the services provided according to the tasks outlined in Exhibit "A" shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B" and shall not exceed One Hundred Sixteen Thousand Nine Hundred Ninety DOLLARS (\$116,990.00). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 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. Consultant shall make copies available to the City on request.

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

5. Discrimination and Compliance with Laws

5.1 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.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement is an "Open End" Agreement that is signed by both parties, unless the City provides written notice of earlier termination pursuant to this Section 6, below.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

7.1 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 Consultant provides 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. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

9.2 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.

9.3 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.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, 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 Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. 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. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. 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, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

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

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy. Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

11.1 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 at the sole discretion of the City.

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. 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.

12.2 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 of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

work must meet the approval of the City and shall be subject to the City's general right of 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.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

AGREED TO BY:

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

By: _____

Carol Benson
Its: Mayor

Name
Its: Title

Date: _____

Date: _____

Attest:

By:

Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

David A. Linehan
City Attorney

SCOPE OF WORK

City of Black Diamond Roberts Drive Improvements, 236th Avenue SE to Bruckners Way

INTRODUCTION

The City of Black Diamond (City) recently completed improvements to Roberts Drive between Bruckners Way and Cemetery Lane. The City has requested that Parametrix provide a scope of services to extend pedestrian improvements on the south side of Roberts Drive to the west to 236th Avenue SE and roadway improvements east of the bridge for a fully complete street. Specifically the project will:

- Extend the sidewalk from Bruckners Way east to 236th Avenue SE on the south side of Roberts Drive to fill the gap between the frontage improvements constructed as part of the Ten Trails development and the recently completed improvements to Roberts Drive by the City.
- Complete bridge repairs and rehabilitation (separate bid schedule)
- Construct a new pedestrian bridge across Rock Creek. The pedestrian bridge will most likely be attached to the existing box culvert based on the 90% design plans for Roberts Drive prepared under a separate contract.
- Extend pedestrian level lighting from Bruckners Way east to 236th Avenue SE.
- Provide grant assistance to submit an application to the Transportation Improvement Board (TIB) in August 2018.

SCHEDULE

The following scope of services is anticipated to be complete by July 31, 2018, and 90% design documents will be provided no later than August 31, 2018, prior to the deadline for a new TIB application deadline.

PHASE 01 – DESIGN

Task 1 – Project Management and QA/QC

Goal

Maintain constant and thorough communications with the City of Black Diamond to maximize teamwork and productivity. Maintain control of the project scope, budget, and schedule. Provide quality service and products to the City.

Approach

The approach to Task 1 includes:

- Schedule and coordinate the work of all team members and ensure that work is completed within scope and budget.

- Perform a quality control (QC) review of final deliverables prior to submittal to the City.
- Coordinate with City staff on project completion to include:
 - Prepare and submit monthly progress billings to the City.
 - Provide additional identification of issues and proposed solutions if unforeseen issues arise.

Deliverables

The deliverables for Task 1 consist of the following:

- Monthly progress reports. The monthly report, addressing progress of the work, shall include as appropriate:
 - Summary of actual versus scheduled cost.
 - Summary of actual progress.
 - Narrative to define unanticipated issues, responsive action requirements by Parametrix.

Assumptions

The assumptions for Task 1 consist of the following:

- Quality Control reviews will be conducted for the final deliverables included in the following tasks. Interim DRAFT submittals and other work product provided to the City, but not included in this Scope of Services, may not be formally reviewed.

Task 2 – Final Design

Goal

To prepare 90% design level plans, contract documents, and opinion of cost for review by the City and subsequently prepare final plans, contract documents, and opinion of cost for bidding.

Approach

Parametrix will use previously prepared design data by Parametrix and the Master Developer to prepare 90% plans and contract specifications in accordance with the City's design guidelines.

Anticipated plan sheets include:

- Cover Sheet and Legend (2 Sheets)
- Typical Sections (1 Sheet)
- Demo and Temporary Erosion and Sediment Control (TESC) Plan (1 Sheet)
- Structural Plans:
 - Structural Plan (1 Sheet)
 - Structural Details (3 Sheets)
- Roadway Plan and Profile (2 Sheets)

SCOPE OF WORK (continued)

- Driveway Plan and Profile (1 Sheet)
- Illumination Plans and Details (2 sheets)
- Retaining Wall Plan and Profile (3 Sheets)
- Landscape Mitigation Plan (1 Sheet)
- Details (Up to 4 Sheets)

Parametrix will prepare the contract documents to approximately a 90% level of completion and will prepare an opinion of cost based upon the work included in the plans. The City will review the 90% submittal and return written comments to Parametrix for incorporation into the final bidding documents.

Final structural calculations will be provided for the City's records with the final contract documents.

Bridge repair work will be itemized into a separate bid schedule.

Deliverables

The deliverables for Task 2 include:

- 90% Plans and Contract Documents (includes half-size plans) for review by the City in PDF format.
- Five (5) copies of the Final Plans and Contract Documents (includes half-size plans) and electronic (PDF) copy.
- Electronic copy of the plans (TIFF/PDF formats) and Contract Documents (PDF and MS Word) for online bidding and plan centers.
- Electronic copy of the 90% opinion of cost (MS Excel format).
- Electronic copy of the Final opinion of cost (MS Excel format).
- One (1) copy of the final structural calculations and an electronic PDF copy.

Assumptions

Following are the assumptions for Task 2:

- No additional survey will be required. The City will provide supplemental mapping prepared by the Master Developer and the resulting coverage of existing topographic data is assumed to be sufficient for preparation of the design documents. The City understands and warrants supplemental mapping work product provided by others to Parametrix and will hold Parametrix harmless in the event that errors or omissions are found to be the result of supplemental mapping work product provided by the City.
- The City will provide geotechnical data from the Master Developer.
- The contract documents will be prepared using the 2018 WSDOT Standard Specifications.
- The City will provide a copy of the asbuilts of the Roberts Drive water main installed by the master developer.

Task 3 – Environmental Permitting

Goal

To prepare environmental permitting documents including a Washington State Environmental Policy Act (SEPA) checklist and a permit application for a Hydraulic Project Approval (HPA) from Washington State Department of Fish and Wildlife (WDFW).

Approach

Parametrix will prepare a SEPA checklist for the project and submit to the City for processing.

Parametrix will prepare the application for the HPA using WDFW's online Aquatic Protection Permitting System (APPS). Parametrix will coordinate with City Staff, the internal Parametrix design team, and agency reviewers to assist the City in obtaining the HPA.

Deliverables

The deliverables for Task 3 include:

- SEPA Checklist.
- HPA Application.

Assumptions

Following are the assumptions for Task 3:

- The City will process the SEPA checklist. The scope of services does not include attendance of hearings or supplemental information that may be necessary for the City to respond to comments on the SEPA checklist. Additional services may be provided if requested and may require an amendment for additional work.
- The scope of services and budget estimate do not include the preparation of a critical area report. If a critical area report or other additional information other than that which is available in the HPA application is necessary for permit approval, Parametrix will prepare an amendment for the City's consideration to complete this additional work.
- The cultural resources report and work done previously will be accepted on this project. No further cultural or historic resource investigation is included.

Task 4 – TIB Grant Assistance

Goal

Parametrix will assist the City to prepare a TIB Grant Application.

Approach

Parametrix will provide a final opinion of cost that will be stamped by a professional licensed engineer (WA) as required by TIB. Parametrix will also provide data, work product, and grant writing assistance on a time and materials basis. It is not clear at the time this scope of work was prepared what specific information the City may

need when the grant application is made in August 2018. Therefore a budget amount of \$3,500 has been established for this work.

Deliverables

The deliverables for Task 4 include:

- Final Opinion of Cost for TIB Application.
- Other as applicable.

Assumptions

Following are the assumptions for Task 4:

- The budget for this task is limited to \$3,500. Parametrix will notify the City if requested assistance under this task will exceed this established budget and will request an amendment for additional work.

Task 5 – Mapping

Goal

Parametrix will complete additional topographic surveying and right-of-way resolution along Roberts Drive, starting from the west end of previous mapping efforts and extending west to approximately 50 feet beyond 236th Ave SE.

Approach

Parametrix will map the right-of-way of Roberts Drive, with limits to the south being approximately 25 feet beyond the southerly right-of-way, or enough coverage to capture any areas of possible impact from design, including the entirety of the roadway.

The survey will provide a base map of existing conditions within the above described project limits for use in preparing detailed design plans. Ground features including break lines, edge of pavement, curbs, paths, and ditches will be mapped at sufficient detail to create 1-foot contours. Structures such as buildings, fences, driveways, walls, and other physical visible improvements will also be mapped, with significant trees with a diameter of 6" and above also being obtained. Utility structures such as storm, sewer, and water will be opened and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. In addition, conductible underground utilities will also be mapped, based on paint markings provided by a utility locate company subcontracted by Parametrix. Rights-of-way will also be resolved, based on monumentation found in the field. Once the field work has been completed, a base map will be prepared in AutoCAD Civil 3D format.

Deliverables

The deliverables for Task 5 include:

- Autocad Civil 3D survey base map

Assumptions

Following are the assumptions for Task 5:

- Horizontal Datum: Washington State Plane NAD 83-91, North Zone based on previous mapping
- Vertical Datum: NAVD88 based on previous mapping
- Parametrix survey crews will have unrestricted access to the site to perform the field work
- Base map will be developed using Parametrix Survey Mapping Standards

END OF SCOPE OF SERVICES

Burdened Rates:																					
Phase	Task	Description	Labor Dollars	Labor Hours	\$235.00	\$160.00	\$120.00	\$130.00	\$150.00	\$215.00	\$190.00	\$160.00	\$150.00	\$125.00	\$170.00	\$120.00	\$100.00	\$130.00	\$115.00	\$115.00	\$120.00
01		Design	\$112,310.00	810	24																
01	01	Project Management & QA/QC	\$10,620.00	60	14																
		Monthly Progress Reports	\$4,440.00	32	6					20										12	6
		QA/QC	\$6,180.00	28	8																8
		Final Design	\$80,820.00	580	6	128	140	156	100	8	4								6	32	
01	02	90% Design	\$66,270.00	476	2	102	108	136	92	6	4									2	
		90% Plans	\$54,300.00	392		64	100	128	92	4	4									24	
		Cover Sheet & Legend (1)	\$480.00	4			4														
		Typ. Sections (1)	\$1,600.00	12			4	8													
		Demo & TESC (1)	\$2,400.00	18		6	12														
		Structural Plan (1)	\$7,750.00	56		2		40	12	2											
		Structural Details (3)	\$22,830.00	162				80		80	2										
		Illumination Plans & Details (2)	\$6,720.00	48			24	24													
		Retaining Wall Plan & Profile (3)	\$9,680.00	72			24	40	8												
		Landscape Mkt. Plan (1)	\$760.00	4							4										
		Details (1)	\$2,080.00	16			4	12												2	24
		90% Contract Specifications	\$9,260.00	66			30		8		2										
		90% Opinion of Cost	\$2,710.00	18		2	8														
		Final Bidding Documents	\$14,550.00	104		4	26	32	20	8	2									4	8
		Final Contract Plans	\$8,000.00	60			12	32	8												
		Final Contract Specifications	\$4,290.00	30		2	12		4											4	8
		Final Opinion of Cost	\$790.00	4		2															
01	03	Final Structural Calculations	\$1,470.00	10					8		2										
		Environmental Permitting	\$12,200.00	82			6	4					16	48	8						
		SEPA Checklist	\$3,360.00	22									4	16							
01	04	HPA Application	\$9,840.00	60		4							12	32	8						
01	05	TIR Grant Assistance	\$3,500.00	20		4	16														
01	01EXP	Mapping Expenses	\$8,170.00	68											6		22	22	16	2	
		(see below)																			

SUBCONSULTANTS

Subconsultant Name	Amount
Applied Professional Services Inc	\$830.00
Subconsultant Total:	\$830.00

DIRECT EXPENSES:

Description	Amount
Reimbursable Expenses	\$850.00
Expense Total:	\$850.00

Project Total:	\$116,990.00
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Roberts Drive Improvements 236th Avenue SE to Bruckners Way

Recently Completed
Roberts Drive Roadway Improvements project

End newly
constructed
sidewalk
(developer)

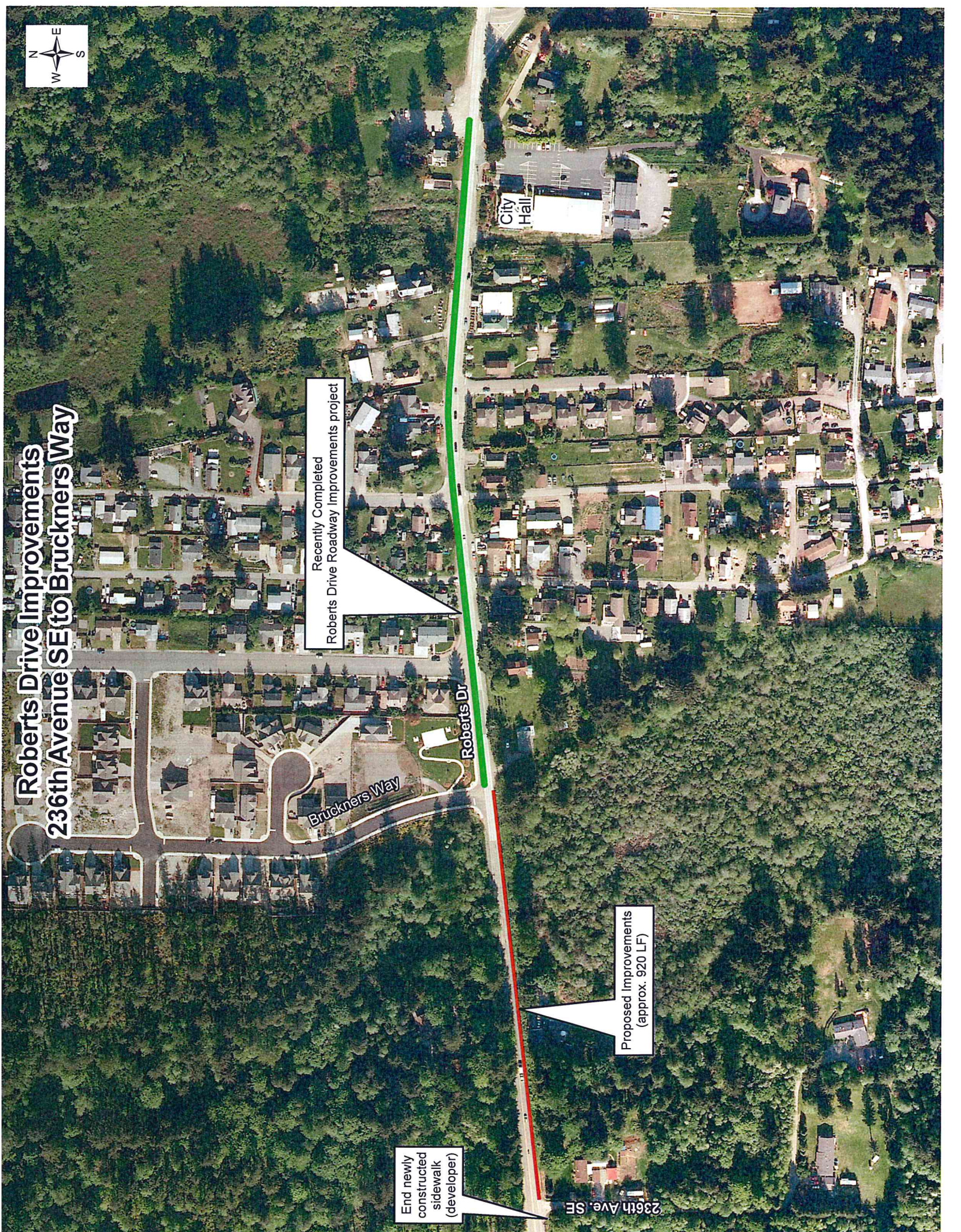
Proposed Improvements
(approx. 920 LF)

236th Ave. SE

Roberts Dr

Bruckners Way

City Hall



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: March 01, 2018	AB18-039
Resolution No. 18-1233, authorizing the Mayor to execute a contract with Varius to serve as the civil engineering consultant to the MDRT	Mayor - Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy Williamson	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	X
	Police – Chief Kiblinger	
Cost Impact - Developer funded per the Development Agreement	Public Works – Seth Boettcher	
Fund Source: -- CCD Black Diamond Partners LLC /Oakpointe LLC	Court– Stephanie Metcalf	
Timeline: Immediately		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 18-1233; Varius Consultant PSA Contract		
SUMMARY STATEMENT:		
<p>This resolution is to execute a contract for engineering services with Varius. Per the Development Agreement the MDRT can contract an outside consultant, if the city doesn't have sufficient staff resources.</p> <p>FISCAL NOTE: (Finance Department): Per the Funding Agreement, all cost associated with the contract will be reimbursed by the Developer.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 18-1233, authorizing the Mayor to execute a professional service agreement with Varius for the Civil Engineering consultant for the Master Development Review Team.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 01, 2018		

RESOLUTION NO. 18-1233

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 VARIUS, INC. FOR CIVIL ENGINEERING SERVICES FOR THE MDRT

WHEREAS, in 2010, the City Council approved Master Planned Development permits for the Villages and Lawson Hills MPDs; and

WHEREAS, in 2011 the City Council approved Development Agreements for The Villages and Lawson Hills MPDs, which included a new Funding Agreement with the Master Developer calling for the establishment of a Master Development Review Team (MDRT), consisting of City Staff and outside consultants; and

WHEREAS, the City does not have sufficient staff resources to provide civil engineering services to meet the needs of the MDRT; and

WHEREAS, the City has historically worked with Dan Ervin, formerly of RH2 Engineering, to provide the City with civil engineering services for the MDRT; and

WHEREAS, Mr. Ervin has recently left RH2 to form his own civil engineering firm, Varius, Inc. ("Consultant"); and

WHEREAS, the City has conducted a qualifications-based selection process for civil engineering services and determined that Consultant has unique knowledge and expertise to meet the needs of the MDRT, and therefore would provide superior service to the MDRT, in addition to the services currently being provided by RH2; and

WHEREAS, Consultant has agreed to provide the services to the MDRT on the terms and conditions set forth in the professional services agreement attached hereto as Attachment A;

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 contract for civil engineering services between the City and Varius, Inc., attached hereto as Attachment A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF MARCH 2018.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT FOR CIVIL ENGINEERING SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Andy Williamson Phone: 360-886-5700

Fax : 360-886-2592

and

Varius, Inc. ("Consultant")

Physical Address: 13843 62nd Ave NE

Kirkland, WA 98034

Mailing Address: Same as above

Contact: Dan Ervin, P.E. Phone: 425-436-9795 E-mail: dan.ervin@variusinc.com

Tax ID No.: 82-3888182

for non-exclusive on-call professional civil engineering services in connection with the following project: City of Black Diamond Master Development Review Team (MDRT).

WHEREAS, the City has previously contracted with Dan Ervin, formerly with RH2, Inc. to provide the City with the same or substantially similar services for the MDRT; and

WHEREAS, Dan Ervin has left RH2 to form a new company, Varius, Inc.; and

WHEREAS, the City desires to continue working with Dan Ervin and Varius, Inc., due to his extensive knowledge of the Master Planned Development on MDRT matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (scope of work) under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional civil engineering on-call services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the

Consultant be entitled to a greater amount of compensation than provided in this Agreement without the prior written authorization of the City.

1.2 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 this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants 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.

2. Schedule of Work

2.1 The City will issue an on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

2.2 Consultant will work within the project schedule set forth in the on-call task request and will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon receipt of a signed task order.

3. Compensation

3.1 Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C". Consultant may adjust the billing rates and reimbursable expenses once each calendar year on or after January 1st by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

3.2 Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the initial amount authorized, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 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. Consultant shall make copies available to the City on request.

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

5. Discrimination and Compliance with Laws

5.1 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.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement takes effect on the date it has been signed by both parties, and it shall remain in effect until such time as either party provides written notice of termination pursuant to this Section 6.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the

stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

6.4 Consultant may terminate this Agreement at any time for cause, so long as Consultant first gives the City at least 30 days' written notice of Consultant's intent to terminate and a reasonable opportunity for the City to cure the purported default. Consultant may terminate this Agreement without cause upon no fewer than 90 days' prior written notice to the City.

7. Standard of Care

7.1 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 Consultant provides 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. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense

costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

9.2 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.

9.3 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.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, 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 Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. 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. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. 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, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

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

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

11.1 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 at the sole discretion of the City.

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. 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.

12.2 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 of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered by courier service, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: Andy Williamson
City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-886-2592

With a copy to: City Clerk

Consultant: Dan Ervin, P.E.
Executive Vice President
Varius, Inc.
13843 62nd Ave NE

14. Disputes

14.1 This Agreement, and any dispute arising out of or relating to the interpretation or enforcement of this Agreement, shall be governed by and construed according to the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

15. Attorney Fees

15.1 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 fees from the other party.

16. General Administration and Management on Behalf of the City

16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

16.2 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 of 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.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties

acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

AGREED TO BY:

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

Carol Benson

Its: Mayor

By: _____

Dan Ervin, P.E.

Its: Executive Vice President

Date: _____

Date: _____

Attest:

By:

Brenda L. Martinez

City Clerk

APPROVED AS TO FORM:

David A. Linehan, City Attorney



City of Black Diamond Master Development Review Team Exhibit A – Scope of Work

As a contract member of the Master Development Review Team (MDRT), Varius Inc. (Varius) will perform engineering services and provide technical assistance to support the successful completion of the Ten Trails (formerly Villages) and Lawson Hills developments in accordance with the regulations and expectations of the City of Black Diamond (City). The MDRT's duties and obligations are described in the Development Agreements for the Villages and Lawson Hills, and in the MDRT Funding Agreement between the City and Yarrow Bay Communities. The MDRT is composed of City staff and contract staff. Varius will perform work under this agreement as an extension of City staff, and as such will take all reasonable measures to preserve the confidentiality of all privileged communications involving attorneys and legal staff representing the City. As described in this scope of work and at the City's discretion, Varius will meet with, discuss, or communicate with applicants or potential applicants with a City representative present. Varius will interface with applicants or potential applicants without a City representative only when authorized to do so by the City.

MDRT work depends heavily on the historical knowledge and experience of professional engineers that have been involved in the project. This work is variable and requires innovative application of conventional processes and techniques, often in unconventional ways. Varius commits to maintaining senior, experienced professionals that will be continuously available to respond to the City's immediate needs and emergencies.

Project Management and Coordination Services

Project management services are an ongoing effort that will apply as needed to the efforts described in this scope of work.

Attend meetings and coordinate with the City on an on-call basis at the City's discretion. Maintain consistent and open communication with MDRT members, and coordinate with other City departments and regional agencies to help maintain a cooperative working environment. Prepare billing invoices and records on a monthly basis for Varius and for subconsultant work, if applicable. Maintain records of Varius' work and deliverables under this agreement. For deliverables, provide internal quality assurance and quality control review, and comply with the City's standards and other agency regulations as applicable. Perform additional services at the City's request.

Coordination with Outside Agencies

Meet with other Agencies as requested by the City and assist in developing collaborative and complimentary solutions to City/Regional issues (i.e. sewage conveyance, service area limits, sustainable permitting, etc.). Develop briefing materials for City staff and provide data identifying lifecycle cost impacts, LOS impacts, regulatory impacts, and other pertinent data or evaluations requested by the City.

Design Services

Provide conceptual planning and design services for utilities and infrastructure in collaboration with City staff. Define and implement ways to improve designs and plans in keeping with the City's goals. Attend the City's design meetings to provide input on the maintainability of the improvements and the quality of the design. Represent the MDRT at public meetings at the request of City staff. Varius will be prepared to respond objectively to questions or requests for information from members of the public when requested by City staff. Perform additional services at the City's request.

Compliance Tracking System Maintenance and Review

Per the MDRT's Development Agreements, assist in maintaining and reviewing a tracking system for applicant compliance regarding the following items, including but not limited to: water conservation, impervious area limitations, sewage interceptor capacity, traffic capacity and level of service, and phosphorus discharge. Perform additional services at the City's request.

Document Review

Review technical reports and documents created by others for compliance with the Development Agreements and City's Municipal Code. Provide peer-review services through subconsultants as requested by the City. Summarize the work and reports as necessary for presentation to other City departments, City staff, elected officials, and/or the public regarding reports in support of permits or other development actions. Perform additional services at the City's request.

Permit Review

Typically, permit submittals consist of preliminary plats, site development permits, or utility permits for water, sewer, stormwater, and street work improvements. Varius will review generally for the following items, if applicable:

- Check the general plan layout for clarity and comment on ways to improve layout if needed;
- Perform a check of the supporting engineering calculations;
- Perform simple value engineering and identify areas for design simplification or cost reduction;
- Check the level of completeness of the design for construction and inspection purposes;
- Check for compliance with the governing agreement and the applicable minimum design standards, and check for compliance with the generally-accepted engineering standard of care;
- Cross-check for conflicts and ambiguities in the design plans and with previous permit approvals;
- Review specifications for conflicts and ambiguities;
- Check reference materials for validity;
- Check record materials for completeness and the ability to retrace the design process in the future.

Review permit applications and other applicant submittals for compliance with the Development Agreements, the City Municipal Code and standards, previous SEPA and technical analyses, applicable State statutes and requirements, and other documents or regulations governing the work, as applicable.

Represent the MDRT at public meetings at the request of City staff. Varius will be prepared to respond objectively to questions or requests for information from members of the public when requested by City staff. Perform additional services at the City's request.

Services During Construction of Improvements

Provide on-call technical observation services to assist and supplement the experience and resources of on-site City staff. At the City's request, perform site visits to keep up to date on project constraints, requirements, and character. Perform additional services at the City's request.

Utilities and Facilities Testing and Review

Provide and/or witness facility and utility field testing services per the applicable approved construction plans. Testing work may be subcontracted if needed and with the City's approval. Review and recommend the City's acceptance or rejection, as applicable, of the permitted utilities and facilities as required in the City's Municipal Code. Review and accept bonding amounts and certifications for performance bonds and maintenance bonds. Perform additional services at the City's request.

Review of Record Drawings

Review record drawings developed by others for compliance with published requirements and recommend updates as applicable. Facilitate delivery of as-built construction records from the applicable MDRT members to the City's Public Works staff. Develop new record drawing requirements as requested by the City in accordance with the City's goals and objectives. Perform additional services at the City's request.

City of Black Diamond On-Call Task Request

Date: _____	City Staff Contact: _____
Project Name: _____	Phone: 360-886-5700
Project No.: _____	Fax: 360-886-2592
Request Made To: _____	
Phone: _____	
Fax: _____	

Scope of Task Request

Budget Estimate: \$

Task Request Approval:				
	Written Name		Title	
	Signature		Date	

*Costs are billed on a time and materials basis, the Consultant shall notify the City in advance should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.



**City of Black Diamond
Master Development Review Team
Exhibit C – 2018 Rates**

Engineering, Planning, and Compliance Services (rates adjust on an annual basis)

Dan Ervin, PE – Executive Vice President	\$230/hour
Ricki Harbert – CEO/President	\$230/hour

Expenses

Subconsultants	Cost + 15%
Mileage	Current IRS rate
Other direct expenses (copies, etc.)	At cost

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: March 1, 2018	
Ordinance No. 18-1101, regarding CCD Black Diamond Partners LLC and Ten Trails Residential Owners Associate a Non- Exclusive Franchise to use and occupy certain public right of ways	AB18-040	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Andy Williamson	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	X
	Police – Chief Kiblinger	
Cost Impact - N/A	Public Works – Seth Boettcher	
Fund Source:	Court – Stephanie Metcalf	
Timeline: Immediately		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Ordinance No. 18-1101		
SUMMARY STATEMENT: Granting CCD Black Diamond and the Ten Trails Residential Owners Association, Non-Exclusive franchise to use and occupy certain public rights-of-way for the purpose of construction, maintaining, and operating private drainage systems, including rain gardens and systems; irrigation systems, including reclaimed water distribution; landscaping lighting; private sanitary sewer systems; and appurtenances. CCD Black Diamond and the Ten Trails Residential Owners Association meets the qualifications to operate within the City Right-of-Way per the Development Agreement, chapter 7.1.7 CCD Black Diamond and the Ten Trails Residential Owners Association will be required to obtain any and all regulatory permit required by the City prior to beginning work in the City's Right-of-Way. Following any work within the Right-of-Way, CCD Black Diamond and the Ten Trails Residential Owners Association will be required to restore the area of construction to the reasonable satisfaction of the City.		
FISCAL NOTE: No Fiscal impact		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 18-1101, authorizing the Mayor to execute an agreement with CCD Black Diamond Partners LLC and Ten Trails Residential Owners Associate a Non- Exclusive Franchise to use and occupy certain public right of ways.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 01, 2018		

ORDINANCE NO. 18-1101

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, GRANTING TO CCD BLACK DIAMOND PARTNERS LLC A NON-EXCLUSIVE FRANCHISE TO USE AND OCCUPY CERTAIN PUBLIC RIGHTS-OF-WAY FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND OPERATING PRIVATE STORM DRAINAGE SYSTEMS, INCLUDING RAIN GARDENS AND BIO RETENTION SYSTEMS; IRRIGATION SYSTEMS, INCLUDING RECLAIMED WATER DISTRIBUTION; LANDSCAPE LIGHTING; PRIVATE SANITARY SEWER SYSTEMS; AND APPURTENANCES.

WHEREAS, RCW 35A.47.040 authorizes code cities to issue non-exclusive franchises for use of public street and rights-of-way, and

WHEREAS, the City has determined that the improvements contemplated and regulated by this ordinance are appropriate and in the best interests of current and future residents of the City; and

WHEREAS, this ordinance has been introduced more than five (5) days prior to its passage by the City Council, and

WHEREAS, this ordinance has been submitted to the City Attorney and has received at least a majority vote of the entire City Council at a regular meeting, now, therefore

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

Section 1. Rights Granted. The right is hereby granted to CCD BLACK DIAMOND PARTNERS LLC and TEN TRAILS RESIDENTIAL OWNERS ASSOCIATION, its heirs, successors, legal representatives and assigns (collectively hereinafter referred to as the "Grantee") to lay, construct, extend, maintain, repair, renew, operate, and replace private storm drainage systems, including rain gardens and bio retention systems, irrigation systems, including reclaimed water distribution, landscape lighting, private sanitary sewer systems, and appurtenances in, on, under, over, through, along and/or across the public right-of-ways within The Villages Master Planned Development as legally described in Exhibit B to The Villages Master Planned Development Agreement dated December 12, 2011 recorded under King County recording no. 2012013000065 as amended (the "Development Agreement") located in the City of Black Diamond (hereinafter referred to as the "City") for the term of ten (10)-years from and after the effective date of this ordinance, except as hereinafter provided. At the end of the ten (10)-year period this franchise shall automatically renew on the anniversary date each year thereafter unless one party gives the other party written notice of intent to terminate the franchise at least six (6) months in advance of the anniversary date. The City of Black Diamond agrees to not unreasonably

withhold such franchise renewal provided the purpose of the franchise has not substantially changed. In the event that this franchise continues beyond the existence of the Master Development Review Team ("MDRT") as defined in the Development Agreement, the City Public Works Director shall succeed the MDRT with regard to all rights and obligations conferred by this franchise.

Section 2. City's Reservation of Rights. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances, and permit requirements regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any facilities of the Grantee, and the Grantee shall promptly conform with all such regulations, and permit requirements, unless compliance would cause the Grantee to violate other requirements of law.

Section 3. Franchise Fee. In consideration of the fact that i) the Development Agreement requires the recharge of groundwater with stormwater infiltrated using low impact development techniques and infiltration facilities, ii) the City requires adaptive management of detention and discharge rates and maintenance of hydrology for Black Diamond Lake and wetlands on the site through recharge, and iii) that the only feasible route to achieve these standards and conditions is by crossing and within the City right of way, the City will not impose a franchise fee. Further, in consideration for Grantee providing and paying for the cost of irrigation systems, reclaimed water systems, and water necessary for irrigation of landscape improvements on City-owned property, at no charge to the City, the City will not impose a franchise fee. In addition, in consideration of landscape lighting being provided where appropriate to enhance the character of the community while providing a higher level of security for all citizens of the community who may use the parks and trails at night and that the cost to operate the lights will be at no cost to the City, the City will not impose a franchise fee. Finally, in consideration of the fact that private side sewers are required by the City to be placed in City right of way because it is the most protected and practical route, the City will not impose a franchise fee.

Section 4. Approval of Plans. Prior to construction of any of the facilities in the area described in Section 1 herein, the Grantee shall submit to the City's MDRT, in triplicate, plans drawn to an accurate scale, showing the exact location, character, position, depth and height of the work to be done. The plans shall accurately depict the relative position and location of all lines, facilities and appurtenances to be constructed, hung, laid, re-laid, installed, replaced, repaired, connected or disconnected, in the existing street or public right-of-way. All streets and public right-of-way denoted thereon shall be designated by their name and number and any local improvements therein such as roadway pavement, shoulders, sidewalks, curbs, gutters, ditches, driveways, parking strips, telephone or electric distribution poles, conduits, storm, gas or water pipes as may exist on the ground or area above sought to be occupied shall be outlined.

In the construction proposed by the Grantee, all materials and equipment shall be of the first class type and kind. The exact class and type to be used shall be shown on the plans, as will the equipment to be used and the mode of safeguarding and facilitating the public traffic during

construction. The manner of excavation, construction installation, backfill and temporary structures (such as traffic turnouts, road obstructions, etc.) shall meet with the approval of, pass all requirements of, and be constructed under the supervision of the MDRT. Prior to approval of any work under this franchise, the MDRT may require such modifications or changes, deemed necessary to properly protect the public in the use of the public places, and may fix the time or times within and during which such work shall be done. The Grantee shall submit a Right-of-Way Use Permit and/or Utility Permit as required by the MDRT prior to work within the City's right-of-way.

Section 5. Requirement for Work in Public Rights-of-Way. Whenever the Grantee shall excavate in any public right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so and, in addition, shall give the City at least ten (10) working days' notice of intent to commence work on main lines in the right-of-way, unless such notice is waived by the MDRT. In no case shall any work commence within any public right-of-way without a permit, except as otherwise provided in this franchise ordinance.

During any period of relocation, installation, construction or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public right-of- ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property, and the Grantee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

If the Grantee shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the Grantee shall afford the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

- A. Installation of any lines is compatible with all federal, state and local regulations and Grantee's construction standards;
- B. Such joint use shall not unreasonably delay the Grantee's work;
- C. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties;
- D. The Grantee may deny such request for safety reasons.

Section 6. Protection of the Public Health, Safety and Property. Whenever an accident, faulty operation, excavation, fill or other condition associated with the construction, installation, maintenance or repair of the facilities authorized under this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endanger the public, and adjoining public place or street utilities or City

property, the MDRT may direct the Grantee, at its own expense, to take actions to protect the public, adjacent public places, City property and street utilities, and may require compliance within a prescribed time.

In the event that the Grantee fails or refuses to take the actions directed promptly, or fails to fully comply with such directions given by the MDRT, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions necessary to protect the public, the adjacent streets, or streets, or street utilities, or to maintain the lateral support thereof, including placing of temporary shoring, backfilling, alteration of drainage patterns and any other actions reasonable necessary to decrease the possibility of earth movement, or actions regarded as necessary safety precautions; and the Grantee shall be liable to the City for the costs thereof.

Section 7. Records. Grantee shall at all times keep complete records showing the relative location and size of all facilities heretofore installed in public right-of-ways within the City. Such records shall be kept current by the Grantee, who shall provide as-builts to the City when this franchise is granted, and if the City permits additional installations, then immediately after construction is complete.

Upon the City's request for information on the location of Grantee's facilities prior to the designing of rights-of-way improvements or other City improvements, the Grantee shall respond with the information on both the horizontal and vertical depth location of the Grantee's facilities no later than two (2) business days after the receipt of the request, unless otherwise agreed by the parties in writing. The City, as excavator, shall have the right to receive compensation from the Grantee for all costs incurred if the Grantee does not accurately locate its facilities as required by this section and in accordance with RCW 19.122.030. Such compensation shall be paid by the Grantee to the City within thirty (30) days after receipt of an invoice

Section 8. Recovery of Costs. During the term of the Development Agreement, Grantee shall be responsible for all costs associated with activities undertaken through the authority granted in this franchise ordinance in accordance with the terms of the MPD Funding Agreement, Exhibit N to the Development Agreement. Thereafter, the Grantee shall be responsible for all permit fees associated with activities undertaken through the authority granted in this franchise ordinance or under the laws of the City. When the City incurs costs and expenses for review, inspection or supervision of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a fee is not established, the Grantee shall pay such costs and expenses directly to the City.

Section 9. Restoration. The Grantee shall, after installation, construction, relocation, maintenance or repair of its facilities within the franchise area, restore the surface of the right-of-way to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair. The MDRT shall have final approval of the condition of such streets after restoration or repair. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local

standards and specifications. The Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the affected area at its sole cost and expense.

Section 10. Indemnification. The Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents, volunteers, and representatives from any and all claims, injuries, damages, costs, judgments, awards or liability to any person, including claims by the Grantee's own employees to which the Grantee might otherwise be immune under Title 51 RCW, arising out of or related to any activities or operations performed by Grantee or on Grantee's behalf under or in connection with this franchise, except for injuries or damages to persons or property caused by the sole negligence of the City.

The Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents, volunteers, and representatives from any and all claims, injuries, damages, costs, judgments, awards or liability to any person including claims by the Grantee's own employees, including those claims to which the Grantee might otherwise be immune under Title 51 RCW, arising against the City (1) solely by virtue of the City's ownership or control of the rights-of-way; (2) by virtue of the Grantee's exercise of the rights granted herein; or (3) by virtue of the City's permitting the Grantee's use of the City's rights-of-way; which claims are based upon the City's inspection or lack of inspection of work performed by the Grantee, its employees, agents, officers or representatives, in connection with the work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise.

This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of negligent acts or omissions of the Grantee, its employees, officers, representatives or agents in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction or work in any public right-of-way in the performance of the work or services permitted under this franchise.

Inspection or acceptance by the City of any work performed by the Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the Grantee refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the Grantee, then the Grantee shall pay all of the City's costs of defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fee for recovering under this indemnification clause.

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 Grantee and the City, its officers,

employees and agents, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein covers claims by the Grantee's own employees from which the Grantee might otherwise be immune under Title 51 RCW, and this waiver has been mutually negotiated by the parties.

Section 11. Bond. Except for a street-restoration bond applicable to future repair and maintenance projects undertaken by the developer, the City will not require the Grantee to post bond for the faithful performance of the terms and conditions of this franchise.

Section 12. Relocation. Grantee agrees and covenants at its sole cost and expense, to protect, support, temporarily disconnect, or relocate any of its installations within City right-of-ways when so required by the City by reason of traffic conditions or public safety, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity (any or all of which, individually or collectively, constitute a "Public Project").

Any condition or requirement (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permit for zoning, land use, construction or development) imposed by the City upon any third party or agreed upon between the City and any third party that reasonably necessitates the relocation of Grantee's facilities within the franchise area shall be deemed to be at the request of and to accommodate such third party.

If the City determines that a Public Project necessitates the relocation of Grantee's then existing facilities, the City shall:

- A. At least sixty (60) days prior to the notice to proceed with the Public Project, provide Grantee with written notice requiring such relocation; and
- B. Provide Grantee with copies of pertinent portions of the plans and specifications for the Public Project and a proposed location for Grantee's facilities so that Grantee may relocate its facilities in other City right-of-way in order to accommodate the Public Project.
- C. After receipt of the notice to relocate and the plans and specifications for the Public Project, Grantee shall complete relocation of its facilities at least ten (10) days prior to commencement of the City's Public Project at no charge or expense to the City. Relocation shall be accomplished in such a manner as to accommodate the Public Project.

Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Grantee shall submit additional information to assist the City in making such evaluation. The City shall

give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, Grantee shall relocate its facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 13. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any of said streets, avenues, alleys or public rights-of-way of every type and description. Such franchise shall in no way prevent or prohibit the City from using any of said roads, streets or public rights-of-way, or affect the City's jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way of every type and description.

Section 14. Forfeiture and Revocation. If Grantee willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given the Grantee by the City under the provisions of this franchise, then the Grantee shall, at the election of the City Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon at least thirty (30) days notice to the Grantee. Prior to or at the hearing, the Grantee may request a reasonable time within which to remedy the default.

The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Grantee to comply with the provisions of this ordinance, and to recover damages and costs incurred by the City by reason of the Grantee's failure to comply.

In addition to any other remedy provided herein, the City reserves the right to pursue any legal remedy to compel or force the Grantee to comply with the terms of this franchise, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 15. Insurance. Grantee shall procure and maintain for the duration of this franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the Grantee, its officials, employees and representatives. Grantee shall provide a copy of its insurance policy(ies) to the City for its inspection prior to the adoption of this franchise ordinance.

Grantee shall obtain and maintain insurance of at least the following types of coverage and minimum coverage limits:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01, and shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability, and shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products- completed operations aggregate limit. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retentions shall be the sole responsibility of the Grantee. If the Grantee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this franchise or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Grantee.

The insurance policy obtained by Grantee shall name the City, its officers, officials, employees, and volunteers as additional insureds with regard to activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance, self-insurance, or self-insured pool coverage maintained by the City, its officers, officials, employees, and volunteers shall be in excess of Grantee's insurance and shall not contribute with it. The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City. Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Before beginning any work under this Agreement, Grantee shall provide evidence, in the form of an original Certificate of Insurance, and a copy of the amendatory endorsements, including the additional insured endorsement, of the insurance requirements specified above. Grantee's failure to maintain the insurance as required shall constitute a material breach of the franchise, upon which the City may, after giving five business days' notice to Grantee to correct the breach, immediately terminate the franchise or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

Grantee's maintenance of insurance as required by this franchise does not limit the liability of the Grantee to the coverage provided by such insurance, nor does it otherwise limit the City's recourse to any remedy available at law or in equity.

Section 16. Assignment. This agreement may not be assigned or transferred without the prior, written approval of the City. The Grantee shall provide prompt, written notice to the City of any such proposed assignment. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall be binding upon the successors and assigns of the Grantee, and all privileges of the Grantee shall inure to the successors and assigns as if they were mentioned herein.

Section 17. Abandonment of Facilities. Any plan for abandonment of any of Grantee's facilities installed under this franchise or any of its predecessors must be submitted to the City for its written consent. The MDRT shall review the plan for abandonment prior to commencement of any work, and all necessary permits must be obtained prior to such work. The provisions of this Section shall survive the expiration, revocation or termination of this franchise ordinance.

Section 18. Modification. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 19. Integration. The written provisions and terms of this franchise ordinance shall supersede all prior verbal statements of either party, and any prior franchise ordinance between the parties. Such statements or prior franchise ordinances shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement.

Section 20. Street Vacations. This section will only become operative in those instances where the street vacation is subject to the City's street vacation ordinance, and not in those situations where the street has been vacated by the lapse of time and operations of law. The City may have occasion to vacate certain streets, public ways or areas that have Grantee's facilities located thereon. City agrees to exert reasonable good faith efforts to reserve an easement for Grantee's facilities when a street, public way or area is vacated. If it is not feasible for City to reserve an easement for Grantee's facilities, the proponents of the vacation shall be required (by

City) as part of land use or other permitting approvals, to reimburse Grantee all costs to relocated said facilities, as allowed by law.

Section 21. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

City of Black Diamond
PO Box 599
Black Diamond, WA 98010
Attn: MDRT

Grantee c/o Oakpointe LLC
3025 112th Ave NE, Suite 100
Bellevue, WA 98004
Attn: Brian Ross

Section 22. Binding Effect. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Grantee and all privileges, as well as all obligations and liabilities of the Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned herein.

Section 23. Compliance with Law. The Grantee, its subcontractors, employees and any person acting on behalf of the Grantee shall keep him/herself fully informed of all federal and state laws and regulations, and all municipal ordinances and regulations which in any manner affect the work or performance of the work authorized under this franchise ordinance, whether or not such laws, ordinances, or regulations are mentioned herein, and shall indemnify the City, its officers, agents, employees, volunteers, or representatives against any claim or liability arising from or based upon the violation of any such laws and regulations.

Section 24. Survival. All of the provisions, conditions, and requirements of Sections 6, 7, 9, 10, 17, and 22 shall survive the City's franchise to the Grantee for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof.

Section 25. Severability. If any section, sentence, clause or phrase of this franchise ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the parties reserve the right to renegotiate the grant of franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

Section 26. Acceptance. This franchise is granted upon the express condition that Grantee, within thirty (30) days after the adoption of this ordinance, shall file with the Clerk of the City a written acceptance of the same together with the other documentation required in this franchise, and when so accepted by the Grantee shall constitute a contract between the City and Grantee for all of the uses, services and purposes herein set forth.

Section 27. Emergency Work – Permit Waiver. In the event of any emergency in which any of Grantee's facilities located in or under any right-of-way breaks, becomes damaged, or if Grantee's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, Grantee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve Grantee from the requirement of obtaining any permits necessary for this purpose, and Grantee shall apply for all such permits not later than the next succeeding day during which the Black Diamond City Hall is open for business.

Section 28. Effective Date. This Ordinance shall take effect on the date of its first publication in the City's official newspaper, or on the date the Grantee submits the written acceptance required by Section 26 above, whichever occurs later.

PASSED BY THE COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AND APPROVED BY ITS MAYOR AT A REGULAR MEETING OF SAID
COUNCIL HELD ON THIS ____ DAY OF _____, 2018.

APPROVED:

ATTEST/AUTHENTICATED:

CITY CLERK,

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____