



**CITY OF BLACK DIAMOND**  
**March 15, 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:**

**CONSENT AGENDA:**

**1) Claim Checks** – March 15, 2018 – Check No. 45930 through 45986 and EFTs in the amount of \$267,401.60

**2) Minutes** – Council Meeting of March 1, 2018

**3) AB18-041** – Resolution No. 18-1234 Declaring Certain City Property as Surplus Mr. Esping

**PUBLIC COMMENTS:** Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-5700. Thank you for attending.

**PUBLIC HEARINGS:** None

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

**4) AB18-037A** – Ordinance No. 1102 Regarding Cross Connection Control Program Mr. Boettcher

**5) AB18-042** – Resolution No. 18-1235 Approving Acquisition of an Easement for Ginder Creek Trail Project Mr. Boettcher

**6) AB18-043** – Resolution No. 18-1236 Authorizing Youth and Amateur Sports Grant with King County for the Ginder Creek Trail Project Mr. Boettcher

**7) AB18-044** – Resolution No. 18-1237 Approving Software License Agreement with Vision Municipal Solution for Account Receivable Software Ms. Miller

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

- Councilmember Deady - Fire Ad Hoc Committee representatives
- Councilmember Oglesbee
- Councilmember Edelman

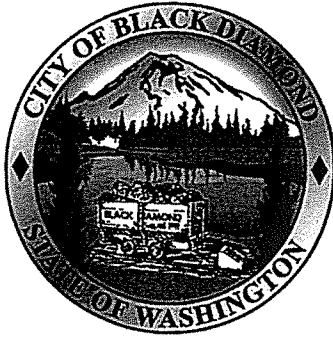
- Councilmember Stout
- Councilmember Wisnoski

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**



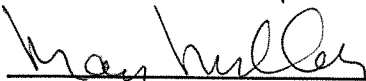
### CERTIFICATION

Date: March 15<sup>th</sup>, 2018 Council Meeting

Check No.'s/EFT      Batch Name      Check/EFT Date      Amount

EFT	February – Feb EFT Batch for 03/15 Council	02/01/2018- 02/28/2018	\$ 9,193.20
45930	March – Early 2 <sup>nd</sup> March Batch	02/23/2018	\$ 58,000.00
45931-45986	March- 2 <sup>nd</sup> Mar Batch for 03/15 Council	03/16/2018	\$ 200,208.40
		TOTAL	\$ 267,401.60

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



MAY MILLER, FINANCE DIRECTOR

CAROL BENSON, MAYOR

3-8-2018

DATE

DATE

COUNCILMEMBERS

DATE

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# Register

Fiscal: 2018

Deposit Period: 2018 - March, 2018 - February

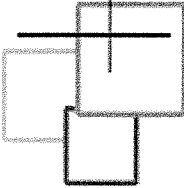
Check Period: 2018 - March - Early 2nd March Batch, 2018 - March - 2nd Mar Batch for 03/15 Council, 2018 - February - February

EFT Batch for 03/15 Council

Number	Name	Print Date	Amount
<b>Columbia Bank</b>	<b>390562401</b>		
<u>45930</u>	Lighthouse Law Group PLLC	2/23/2018	\$58,000.00
<u>45931</u>	Able Spiffy Biffy	3/16/2018	\$230.00
<u>45932</u>	ADT Security Services (PA)	3/16/2018	\$98.63
<u>45933</u>	AHBL, Inc.	3/16/2018	\$28,622.50
<u>45934</u>	Ally Plumbing Inc	3/16/2018	\$10.00
<u>45935</u>	Alpine Products Inc.	3/16/2018	\$311.03
<u>45936</u>	APS, Inc	3/16/2018	\$190.05
<u>45937</u>	Beatriz Jordan	3/16/2018	\$283.60
<u>45938</u>	BHC Consultants, LLC	3/16/2018	\$9,437.73
<u>45939</u>	Bitco Software LLC	3/16/2018	\$145.00
<u>45940</u>	Black Diamond Auto Parts	3/16/2018	\$26.05
<u>45941</u>	Carlson, McMahon & Sealby, PLLC	3/16/2018	\$355.20
<u>45942</u>	CenturyLink (AZ)	3/16/2018	\$31.82
<u>45943</u>	CenturyLink (WA)	3/16/2018	\$1,134.08
<u>45944</u>	City of Black Diamond	3/16/2018	\$1,346.85
<u>45945</u>	City of Issaquah	3/16/2018	\$1,746.00
<u>45946</u>	City of Renton/EHD	3/16/2018	\$434.00
<u>45947</u>	Comcast (34744)	3/16/2018	\$560.66
<u>45948</u>	Dan Dal Santo	3/16/2018	\$17.74
<u>45949</u>	Dicks Heating & A/C Inc	3/16/2018	\$75.48
<u>45950</u>	Enumclaw School District	3/16/2018	\$7,783.00
<u>45951</u>	Ferguson Waterworks	3/16/2018	\$10,839.28
<u>45952</u>	Ferrell's Fire Extinguisher Company, Inc.	3/16/2018	\$16.50
<u>45953</u>	Firestone Complete Auto Care	3/16/2018	\$826.83
<u>45954</u>	Grainger	3/16/2018	\$108.25
<u>45955</u>	Granite Telecommunications	3/16/2018	\$47.58
<u>45956</u>	Greater Maple Valley-Black Diamond Chamber of Commerce	3/16/2018	\$950.00
<u>45957</u>	Home Depot Credit Service	3/16/2018	\$358.08
<u>45958</u>	Honey Bucket/Northwest Cascade Inc.	3/16/2018	\$89.00
<u>45959</u>	HWA GeoSciences Inc.	3/16/2018	\$1,443.60
<u>45960</u>	Johnsons Home & Garden	3/16/2018	\$254.22
<u>45961</u>	Kenyon Disend, PLLC	3/16/2018	\$16,118.16
<u>45962</u>	King County Finance	3/16/2018	\$11,141.90
<u>45963</u>	King County Finance - Wastewater Treat Div.	3/16/2018	\$46,652.10
<u>45964</u>	King County Prosecuting Attorney	3/16/2018	\$129.80
<u>45965</u>	Krista C. White Swain	3/16/2018	\$3,600.00
<u>45966</u>	Les Schwab Tire Ctr - MV	3/16/2018	\$75.97
<u>45967</u>	Luxor Landscape Inc	3/16/2018	\$10.00
<u>45968</u>	O'Brien, Barton, & Hopkins, PLLP	3/16/2018	\$3,600.00
<u>45969</u>	Office Products Nationwide	3/16/2018	\$870.23



<u>45970</u>	Orkin Commercial Services	3/16/2018	\$119.31
<u>45971</u>	Provident Properties, LLC	3/16/2018	\$1.90
<u>45972</u>	Regional Animal Services of King County	3/16/2018	\$75.00
<u>45973</u>	RH2 Engineering Inc.	3/16/2018	\$22,787.51
<u>45974</u>	Security Race Products	3/16/2018	\$180.00
<u>45975</u>	Severson's Building Maint	3/16/2018	\$1,550.00
<u>45976</u>	Spillman Technologies, Inc	3/16/2018	\$12,039.83
<u>45977</u>	Tri-Tech Forensics, Inc.	3/16/2018	\$76.83
<u>45978</u>	Utilities Underground	3/16/2018	\$84.70
<u>45979</u>	VenTek International	3/16/2018	\$90.00
<u>45980</u>	Verizon Wireless	3/16/2018	\$1,440.98
<u>45981</u>	Voice of The Valley	3/16/2018	\$950.00
<u>45982</u>	Washington State Patrol	3/16/2018	\$12.00
<u>45983</u>	Washington State Treasurer	3/16/2018	\$10,086.11
<u>45984</u>	Washington Tractor	3/16/2018	\$496.28
<u>45985</u>	Water Management Laboratories, Inc.	3/16/2018	\$68.00
<u>45986</u>	West Coast Awards	3/16/2018	\$179.03
<u>EFT Payment 02/01/2018 10:27:02</u>	U.S. Postal Service (Black Diamond)	2/1/2018	\$338.00
<u>EFT Payment 02/02/2018 10:27:42</u>	Merchant Card Services	2/2/2018	\$92.63
<u>EFT Payment 02/05/2018 10:28:05</u>	U.S. Postal Service (CMRS-FP)	2/5/2018	\$200.00
<u>EFT Payment 02/06/2018 10:28:19</u>	Invoice Cloud	2/6/2018	\$126.90
<u>EFT Payment 02/12/2018 11:37:16</u>	First Bankcard	2/12/2018	\$1,866.02
<u>EFT Payment 02/13/2018 10:33:44</u>	Merchant Card Services	2/13/2018	\$169.93
<u>EFT Payment 02/15/2018 10:34:24</u>	Dept of Licensing-Firearms Online	2/15/2018	\$18.00
<u>EFT Payment 02/15/2018 10:34:24</u>	U.S. Postal Service (CMRS-FP)	2/15/2018	\$200.00
<u>EFT Payment 02/20/2018 10:34:45</u>	US Bank Equipment Finance	2/20/2018	\$1,471.37
<u>EFT Payment 02/20/2018 10:41:30</u>	Dept of Licensing-Firearms Online	2/20/2018	\$39.00
<u>EFT Payment 02/22/2018 10:41:57</u>	Washington State Department of Revenue	2/22/2018	\$4,450.35
<u>EFT Payment 02/26/2018 10:42:11</u>	U.S. Postal Service (CMRS-FP)	2/26/2018	\$200.00
<u>EFT Payment 02/27/2018 10:43:16</u>	Dept of Licensing-Firearms Online	2/27/2018	\$21.00
	<b>Total</b>		<b>\$267,401.60</b>



# Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
<b>Dept of Licensing-Firearms Online</b>						
	EFT Payment 02/152018 10:34:24 AM - 1	021518 DLFO	2/15/2018	2018 - February - February EFT Batch for 03/15 Council		
		02/15 CPL's				
		633-000-000-589-90-00-11		DOL- Firearms EFT Payments		\$18.00
		Concealed Pistol License				
	Total 021518 DLFO					\$18.00
	Total EFT Payment 02/152018 10:34:24 AM - 1					\$18.00
	EFT Payment 02/20/2018 10:41:30 AM - 1	022018 DLFO	2/20/2018	2018 - February - February EFT Batch for 03/15 Council		
		02/20 CPL's				
		633-000-000-589-90-00-11		DOL- Firearms EFT Payments		\$39.00
		Concealed Pistol License				
	Total 022018 DLFO					\$39.00
	Total EFT Payment 02/20/2018 10:41:30 AM - 1					\$39.00
	EFT Payment 02/27/2018 10:43:16 AM - 1	022718 DLFO	2/27/2018	2018 - February - February EFT Batch for 03/15 Council		
		02/27 CPL's				
		633-000-000-589-90-00-11		DOL- Firearms EFT Payments		\$21.00
		Concealed Pistol License				
	Total 022718 DLFO					\$21.00
	Total EFT Payment 02/27/2018 10:43:16 AM - 1					\$21.00
	Total Dept of Licensing-Firearms Online					\$78.00
<b>First Bankcard</b>						
	EFT Payment 02/12/2018 11:37:16 AM - 1	Dal Santo 9871 021218	2/12/2018	2018 - February - February EFT Batch for 03/15 Council		
		Public Works				
		101-000-000-542-90-49-00		Miscellaneous		\$125.00
		CDL Medical				
	Total Dal Santo 9871 021218					\$125.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
	EFT Payment 02/12/2018 11:37:16 AM - 1		2/12/2018	2018 - February - February EFT Batch for 03/15 Council		
	Esping 9037 021218					
	Public Works					
	001-000-181-518-30-31-04	Work Gear		Uniforms		\$184.59
	001-000-212-521-50-48-02	PD Building Repairs		Police Bldg Repairs & Maintenance		\$21.68
	001-000-270-576-80-31-03	PW Office Supplies		Operating Supplies		\$1.67
	001-000-270-576-80-31-03	PW Office Supplies		Operating Supplies		\$2.69
	001-000-280-536-20-31-00	PW Office Supplies		Cemetery Office Supplies		\$1.36
	001-000-280-536-20-31-00	PW Office Supplies		Cemetery Office Supplies		\$0.83
	101-000-000-542-90-31-01	PW Office Supplies		Operating Supplies		\$14.80
	101-000-000-542-90-31-01	PW Office Supplies		Operating Supplies		\$9.19
	401-000-000-534-80-31-01	PW Office Supplies		Wtr. Operating Supplies		\$10.03
	401-000-000-534-80-31-01	PW Office Supplies		Wtr. Operating Supplies		\$16.14
	407-000-000-535-80-31-01	PW Office Supplies		Swr. Operating Supplies		\$10.03
	407-000-000-535-80-31-01	PW Office Supplies		Swr. Operating Supplies		\$16.14
	410-000-000-531-10-31-00	PW Office Supplies		Office Supplies		\$10.03
	410-000-000-531-10-31-00	PW Office Supplies		Office Supplies		\$16.14
	Total Esping 9037 021218					\$315.32
	EFT Payment 02/12/2018 11:37:16 AM - 1		2/12/2018	2018 - February - February EFT Batch for 03/15 Council		
	Goebel 5135 021218					
	City Hall					
	001-000-180-518-50-31-00	Office Equipment: Laminator		Office Supplies City Hall		\$19.42
	Total Goebel 5135 021218					\$19.42

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
				Name	Title
				Account Number	
	EFT Payment 02/12/2018 11:37:16		2/12/2018	2018 - February - February EFT Batch for 03/15 Council	
	AM - 1				
	Martinez 4360 021218				
	City Clerk				
	001-000-110-511-60-43-00			Lodging, Meals and Mileage	\$50.00
	SCA Networking Dinner: E. Stout				\$50.00
	Total Martinez 4360 021218				
	EFT Payment 02/12/2018 11:37:16		2/12/2018	2018 - February - February EFT Batch for 03/15 Council	
	AM - 1				
	McGraw 4360 021218				
	Police				
	001-000-210-521-10-31-00			Operating Supplies	\$64.80
	Evidence Packaging				
	001-000-210-521-10-49-01			Training	\$35.00
	Training Webinar: PRA Case Law Update				
	001-000-214-521-20-42-03			Police Postage	\$13.18
	Certified Mail Postage				
	001-000-214-521-20-42-03			Police Postage	\$10.29
	Certified Mail Postage				
	001-000-214-521-20-42-03			Police Postage	\$9.74
	Certified Mail Postage				
	001-000-214-521-20-42-03			Police Postage	\$26.19
	Certified Mail Postage				
	001-000-216-521-10-31-00			CJ Education Supplies	\$5.42
	Host Meeting: Records Law Enforcement				
	001-000-216-521-10-31-00			CJ Education Supplies	\$34.64
	Host Meeting: Records Law Enforcement				\$199.26
	Total McGraw 4360 021218				
	EFT Payment 02/12/2018 11:37:16		2/12/2018	2018 - February - February EFT Batch for 03/15 Council	
	AM - 1				
	Metcalf 4013 021218				
	Court				
	001-000-120-512-50-31-00			Operating Supplies	\$58.63
	Printer Toner				
	001-000-120-512-50-31-00			Operating Supplies	\$65.66
	Office Supplies				
	001-000-120-512-50-31-00			Operating Supplies	\$22.02
	Office Supplies				
	001-000-120-512-50-43-01			Lodging, Meals & Mileage	\$156.58
	Training: Court Management Certification				\$302.89
	Total Metcalf 4013 021218				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
			Account Number	Name Title	Amount
	EFT Payment 02/12/2018 11:37:16			2018 - February - February EFT Batch for 03/15 Council	
	AM - 1				
	O'Neill 8528 021218		2/12/2018		
	Finance				
	001-000-145-518-80-48-00			Repairs & Maintenance	\$400.00
	Annual .gov Domain				
	Total O'Neill 8528 021218				\$400.00
	EFT Payment 02/12/2018 11:37:16			2018 - February - February EFT Batch for 03/15 Council	
	AM - 1				
	Redd 5176 021218		2/12/2018		
	MDRT				
	001-000-246-558-70-49-00			Miscellaneous	\$39.99
	MDRT Meetings				
	Total Redd 5176 021218				\$39.99
	EFT Payment 02/12/2018 11:37:16			2018 - February - February EFT Batch for 03/15 Council	
	AM - 1				
	Reed 3197 021218		2/12/2018		
	IT				
	310-000-011-594-18-64-00			General Government Technology	\$92.82
	310-000-011-594-18-64-00			General Government Technology	\$153.98
	Total Reed 3197 021218				\$246.80
	EFT Payment 02/12/2018 11:37:16			2018 - February - February EFT Batch for 03/15 Council	
	AM - 1				
	Williamson 7508 021218		2/12/2018		
	MDRT				
	001-000-246-558-70-32-00			Fuel	\$19.57
	Fuel				
	001-000-246-558-70-43-00			Lodging, Meals & Mileage	\$2.00
	Parking: Comp Plan Meeting w/ BHC				
	001-000-246-558-70-43-00			Lodging, Meals & Mileage	\$57.00
	TIB Meeting in Olympia				
	001-000-246-558-70-49-00			Miscellaneous	\$34.74
	Infrared Thermometer for Concrete Pours				
	Total Williamson 7508 021218				\$113.31
	EFT Payment 02/12/2018 11:37:16			2018 - February - February EFT Batch for 03/15 Council	
	AM - 1				
	Wright 3149 021218		2/12/2018		
	Community Dev				
	001-000-240-558-51-31-00			Office & Operating Supplies	\$54.03
	2 Part Correction Notice Sheets				
	Total Wright 3149 021218				\$54.03
	Total EFT Payment 02/12/2018 11:37:16 AM - 1				\$1,866.02

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
<b>Total First Bankcard</b>						
<b>Invoice Cloud</b>						
	EFT Payment 02/06/2018 10:28:19		2/6/2018	2018 - February - February EFT Batch for 03/15 Council		
	AM - 1					
	020618 IC					
	January Charges					
	401-000-000-534-80-49-50			Bank Analysis Fees/Merch CC/ Lien Fees		\$58.37
	Water					
	407-000-000-535-80-49-50			Bank Analysis Fees/Merch CC/ Lien Fees		\$58.37
	Sewer					
	410-000-000-531-10-49-50			Bank Analysis Fees/Merch CC/ Lien Fees		\$10.16
	Storm					
	Total 020618 IC					
	Total EFT Payment 02/06/2018 10:28:19 AM - 1					\$126.90
	Total Invoice Cloud					\$126.90
<b>Merchant Card Services</b>						
	EFT Payment 02/02/2018 10:27:42		2/2/2018	2018 - February - February EFT Batch for 03/15 Council		
	AM - 1					
	020218 CH					
	Feb Monthly Charges					
	001-000-180-518-50-49-03			Bank Merch CC Fees		\$23.88
	City Hall 3633					
	Total 020218 CH					
	EFT Payment 02/02/2018 10:27:42		2/2/2018	2018 - February - February EFT Batch for 03/15 Council		
	AM - 1					
	020218 LS					
	Feb Monthly Charges					
	001-000-270-576-80-49-01			Bank Analysis Fees/Merch CC Fees		\$3.27
	Lake Sawyer Parking 2758					
	Total 020218 LS					
	EFT Payment 02/02/2018 10:27:42		2/2/2018	2018 - February - February EFT Batch for 03/15 Council		
	AM - 1					
	020218 PD					
	Feb Monthly Charges					
	001-000-210-521-10-49-04			Bank Analysis Fees/Merch CC Fees		\$65.48
	Police 4375					
	Total 020218 PD					
	Total EFT Payment 02/02/2018 10:27:42 AM - 1					\$65.48
						\$92.63

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
	EFT Payment 02/13/2018 10:33:44 AM - 1		2/13/2018	2018 - February - February EFT Batch for 03/15 Council		
	021318 CH					
		Jan Transaction Fees				
		001-000-180-518-50-49-03		Bank Merch CC Fees		\$30.15
		City Hall 3633				
	Total 021318 CH					
	EFT Payment 02/13/2018 10:33:44 AM - 1		2/13/2018	2018 - February - February EFT Batch for 03/15 Council		
	021318 LS					
		Jan Transaction Fees				
		001-000-270-576-80-49-01		Bank Analysis Fees/Merch CC Fees		\$59.26
		Lake Sawyer Parking 2758				
	Total 021318 LS					
	EFT Payment 02/13/2018 10:33:44 AM - 1		2/13/2018	2018 - February - February EFT Batch for 03/15 Council		
	021318 PD					
		Jan Transaction Fees				
		001-000-210-521-10-49-04		Bank Analysis Fees/Merch CC Fees		\$80.52
		Police 4375				
	Total 021318 PD					
	Total EFT Payment 02/13/2018 10:33:44 AM - 1					
	Total Merchant Card Services					
						\$80.52
						\$169.93
						\$262.56
	U.S. Postal Service (Black Diamond)					
	EFT Payment 02/01/2018 10:27:02 AM - 1		2/1/2018	2018 - February - February EFT Batch for 03/15 Council		
	020118 USPS BD					
		Jan Utility Billing Postage				
		401-000-000-534-80-42-01		Postage		\$155.48
		407-000-000-535-80-42-01		Postage		\$155.48
		410-000-000-531-10-42-01		Postage		\$27.04
	Total 020118 USPS BD					\$338.00
	Total EFT Payment 02/01/2018 10:27:02 AM - 1					\$338.00
	Total U.S. Postal Service (Black Diamond)					\$338.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
U.S. Postal Service (CMRS-FP)	EFT Payment 02/05/2018 10:28:05 AM - 1	020518 USPS CRMS	2/5/2018	2018 - February - February EFT Batch for 03/15 Council	
		Postage Meter			
		001-000-180-518-50-42-00		Postage	\$200.00
	Total 020518 USPS CRMS				\$200.00
	Total EFT Payment 02/05/2018 10:28:05 AM - 1				\$200.00
	EFT Payment 02/152018 10:34:24 AM - 2	021518 USPS CRMS	2/15/2018	2018 - February - February EFT Batch for 03/15 Council	
		Postage Meter			
		001-000-180-518-50-42-00		Postage	\$200.00
	Total 021518 USPS CRMS				\$200.00
	Total EFT Payment 02/152018 10:34:24 AM - 2				\$200.00
Total U.S. Postal Service (CMRS-FP)	EFT Payment 02/26/2018 10:42:11 AM - 1	022618 USPS CRMS	2/26/2018	2018 - February - February EFT Batch for 03/15 Council	
		Postage Meter			
		001-000-180-518-50-42-00		Postage	\$200.00
	Total 022618 USPS CRMS				\$200.00
US Bank Equipment Finance	EFT Payment 02/26/2018 10:42:11 AM - 1	022018 USB	2/22/2018	2018 - February - February EFT Batch for 03/15 Council	
		01/20-02/20 Copier Rental			
		001-000-210-521-10-45-00		Lease Payments - US Bank/Copier	\$193.03
		001-000-248-518-20-45-03		MDRT-Copier Costs	\$193.03
		001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$0.69
		001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$115.80
		001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$960.82
		001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$8.00
		001-000-254-518-20-45-04		Facilities Copier Maint Lease	
		001-000-254-518-20-45-04		Facilities Copier Maint Lease	

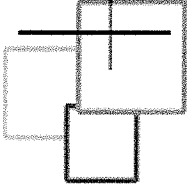


Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Amount
		Account Number		Name	Title

Total 022018 USB					
Total EFT Payment 02/20/2018 10:34:45 AM - 1					
Total US Bank Equipment Finance					
Washington State Department of Revenue					
EFT Payment 02/22/2018 10:41:57 AM - 1					
022218 DOR					
2/22/2018					
2018 - February - February EFT Batch for 03/15 Council					
Jan Excise Tax Return					
001-000-210-521-10-31-00					
001-000-280-536-20-54-00					
310-000-011-594-18-64-00					
310-000-011-594-18-64-00					
401-000-000-534-80-44-01					
401-000-000-534-80-44-01					
407-000-000-535-80-44-01					
410-000-000-531-10-44-01					
Total 022218 DOR					
Total EFT Payment 02/22/2018 10:41:57 AM - 1					
Total Washington State Department of Revenue					
Vendor Count 8					
Grand Total					
\$9,193.20					
\$1,471.37					
\$1,471.37					
\$1,471.37					
\$1.21					
\$9.75					
\$2.32					
\$21.07					
\$3,213.96					
\$37.10					
\$1,017.75					
\$4.77					
\$142.42					
\$4,450.35					
\$4,450.35					
\$4,450.35					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
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# Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
<b>Able Spiffy Biffy</b>						
45931	12127		8/1/2017	2018 - March - 2nd Mar Batch for 03/15 Council		
		Final Pament				
		001-000-270-576-80-31-00	July 17 & Augut 17	Portable Restroom Facility		\$230.00
	Total 12127					
Total 45931						\$230.00
Total Able Spiffy Biffy						\$230.00
						\$230.00
<b>ADT Security Services (PA)</b>						
45932	651787643		2/13/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		03/18-03/31 Security Services				
		001-000-270-576-80-49-02		Security		\$0.99
		001-000-280-536-20-49-02		Security		\$2.00
		101-000-000-542-90-49-03		Security		\$11.00
		401-000-000-534-80-49-07		Security		\$12.00
		407-000-000-535-80-49-05		Security		\$12.00
		410-000-000-531-10-49-04		Security		\$12.00
	Total 651787643					\$49.99
45932	652837106		2/25/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		03/12-04/11 Security Services				
		001-000-248-518-20-49-02		MDRT Bldg Security Costs		\$19.46
		001-000-254-518-20-49-00		Facilities Security		\$29.18
	Total 652837106					\$48.64
Total 45932						\$98.63
Total ADT Security Services (PA)						\$98.63

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

# AHBL, Inc.

45933	106272	1/31/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Land Use Planning Services 12/26-01/25			
		001-000-240-558-51-41-08	Prof Svs-Com Dev		\$9,102.50
	Total 106272	BD On-site On-Call Consulting			\$9,102.50
45933	106273	1/31/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Land Use Planning Services 12/26-01/25			
		001-000-257-558-61-49-00	MDRT- Prof Svcs - Planning		\$17,572.50
	Total 106273	MDRT On-Call Review Services			\$17,572.50
45933	106274	1/31/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Land Use Planning Services 12/26-01/25			
		001-000-240-558-60-41-01	Prof Serv- Pass Thru Reimbursement		\$1,947.50
	Total 106274	BD Spartan Self Storage			\$1,947.50
Total 45933					\$28,622.50
Total AHBL, Inc.					
Ally Plumbing Inc					
45934	BUS16-0013	2/26/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		BL Late Fee Refund			
		001-000-000-369-91-00-11	Misc & BLLate Fees		\$10.00
		Overpayment			\$10.00
	Total BUS16-0013				\$10.00
Total 45934					\$10.00
Total Ally Plumbing Inc					\$10.00

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

Alpine Products Inc.					
45935	TM-173975	3/2/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		101-000-000-542-64-31-01	Street Signs		\$311.03
Total 45935	Total TM-173975				\$311.03
Total Alpine Products Inc.					\$311.03
APS, Inc					\$311.03
45936	63287	2/16/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Postage Machine Ink			
		001-000-180-518-50-45-01	Postage Meter Rental & Maint.		\$190.05
Total 45936	Total 63287				\$190.05
Total APS, Inc					\$190.05
Beatriz Jordan					\$190.05
45937	1277	2/27/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		February Services			
		001-000-120-512-50-41-04	Court Interpreter		\$283.60
Total 45937	Total 1277				\$283.60
Total Beatriz Jordan					\$283.60
BHC Consultants, LLC					\$283.60
45938	0009598	2/13/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Jan Building Inspection Services			
		001-000-240-558-51-41-03	CD-Bldg /Code Inspc. Sys		\$4,060.22
		001-000-240-558-51-41-06	CD-Prof Sys-Plans Check Costs		\$5,377.51
Total 45938	Total 0009598				\$9,437.73
Total BHC Consultants, LLC					\$9,437.73



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

**CenturyLink (WA)**

45943

021118 CL

2/11/2018 2018 - March - 2nd Mar Batch for 03/15 Council

**12/12-01/13 Services**

001-000-120-512-50-42-00	Telephone/DSL	\$48.88
360-886-2456 160B: PD/CT Security Line		
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$140.36
206-T54-3585 584B: Police-T1 Line-KC Inet		
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$66.96
360-886-2901 325B: Police-Fax		
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$191.11
253-631-1012 182B: Police-Main Line		
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$67.68
360-886-2862 596B: Police-Line 2		
001-000-270-576-80-42-00	Telephone/DSL/Radios	\$5.06
360-886-2523 656B: PW Shop Allocation		
001-000-280-536-20-42-00	Telephone, DSL & Radios	\$2.54
360-886-2523 656B: PW Shop Allocation		
101-000-000-542-90-42-01	Telephone/DSL/Radios	\$27.94
360-886-2523 656B: PW Shop Allocation		
401-000-000-534-80-42-00	Telephone/DSL/Radios	\$30.48
360-886-2523 656B: PW Shop Allocation		
401-000-000-534-80-42-00	Telephone/DSL/Radios	\$285.71
360-886-7235 830B: Water Reservoir		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$30.48
360-886-2523 656B: PW Shop Allocation		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$58.42
360-886-8146 712B: Old Lawson Pump Station		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$48.88
360-886-0537 580B: Diamond Glen Sewer		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$53.48
360-886-2835 784B: Morganville Pump Station		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$45.62
360-886-0474 006B: Ridge Sewer Pump Station		
410-000-000-531-10-42-00	Telephone/DSL/Radios	\$30.48
360-886-2523 656B: PW Shop Allocation		

**Total 021118 CL**

**Total 45943**

**Total CenturyLink (WA)**

**City of Black Diamond**

**\$1,134.08**  
**\$1,134.08**  
**\$1,134.08**

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

45944	022618 COBD	2/26/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
Feb 2018 Utility Bills					
	001-000-212-521-50-47-01	2470.0 Police Water	Water		\$48.83
	001-000-212-521-50-47-02	2470.0 Police Sewer	Sewer		\$65.24
	001-000-212-521-50-47-03	2470.0 Police Storm	Stormwater		\$80.00
	001-000-248-518-20-47-01	MDRT BD Wtr, Swr, Storm			\$49.95
	001-000-254-518-20-47-00	2498.0 City Hall-MDRT (40%)	Facilities-Utilities		\$74.92
	001-000-270-575-30-47-01	2498.0 City Hall (60%)			\$101.73
	001-000-270-575-30-47-01	2070.0 Museum-Water/Sewer	Museum Water/Sewer/Storm		\$32.00
	001-000-270-575-51-47-01	1399.5 Museum-Storm	Museum Water/Sewer/Storm		\$32.00
	001-000-270-575-51-47-02	1399.1 Gym-Stormwater	Gym-Stormwater		\$65.24
	001-000-270-575-51-47-03	1399.0 Gym-Sewer	Gym-Sewer		\$67.71
	001-000-270-576-80-47-01	1399.0 Gym-Water	Gym-Water		\$35.63
	001-000-270-576-80-47-01	1582.0 Eagle Creek-Water	Water		\$3.15
	001-000-270-576-80-47-01	1045.0 PW Shops-Water	Water		\$35.63
	001-000-270-576-80-47-01	2306.0 Coal Car-Water	Water		\$5.22
	001-000-270-576-80-47-02	1045.0 PW Shops-Sewer	Sewer		\$11.52
	001-000-270-576-80-47-03	1045.0 PW Shops-Storm	Stormwater		\$96.00
	001-000-270-576-80-47-03	1399.2 Boat Launch-Storm	Stormwater		\$0.79
	001-000-280-536-20-47-01	1045.0 PW Shops-Water	Water		\$35.63
	001-000-280-536-20-47-01	1457.0 Cemetery-Water	Water		\$1.30
	001-000-280-536-20-47-02	1045.0 PW Shops-Sewer	Sewer		



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number			Title	
	001-000-280-536-20-47-03			Stormwater	\$2.88
	1045.0 PW Shops-Storm				
	001-000-530-522-10-47-01			Water	\$40.76
	2200.0 Fire Dept-Water				
	001-000-530-522-10-47-02			Sewer	\$65.24
	2200.0 Fire Dept-Sewer				
	001-000-530-522-10-47-03			Stormwater	\$40.00
	1399.4 Fire Dept.-Storm				
	101-000-000-543-31-47-01			Water	\$5.92
	1045.0 PW Shops-Water				
	101-000-000-543-31-47-01			Water	\$35.63
	2983.0 Railroad Ave Irrig.				
	101-000-000-543-31-47-02			Sewer	\$9.79
	1045.0 PW Shops-Sewer				
	101-000-000-543-31-47-03			Stormwater	\$21.60
	1045.0 PW Shops-Storm				
	401-000-000-534-80-47-01			Water	\$9.87
	1045.0 PW Shops-Water				
	401-000-000-534-80-47-02			Sewer	\$16.31
	1045.0 PW Shops-Sewer				
	401-000-000-534-80-47-03			Stormwater	\$36.00
	1045.0 PW Shops-Storm				
	407-000-000-535-80-47-01			Water	\$9.87
	1045.0 PW Shops-Water				
	407-000-000-535-80-47-02			Sewer	\$16.31
	1045.0 PW Shops-Sewer				
	407-000-000-535-80-47-03			Stormwater	\$36.00
	1045.0 PW Shops-Storm				
	407-000-000-535-80-47-03			Stormwater	\$96.00
	1399.3 Sewer Lagoon-Storm				
	410-000-000-531-10-47-01			Water	\$9.87
	1045.0 PW Shops-Water				
	410-000-000-531-10-47-02			Sewer	\$16.31
	1045.0 PW Shops-Sewer				
	410-000-000-531-10-47-03			Stormwater	\$36.00
	1045.0 PW Shops-Storm				
	Total 022618 COBD				
	Total 45944				
	Total City of Black Diamond				
					\$1,346.85
					\$1,346.85
					\$1,346.85

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
City of Issaquah					
45945	04-50008573 2.0	2/12/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	Jail Services January, 2018				
	001-000-211-523-60-49-00		Jail Costs		\$1,746.00
Total 45945	Total 04-50008573 2.0				\$1,746.00
Total City of Issaquah					\$1,746.00
City of Renton/EHD					
45946	022218 REHD	2/22/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	01/01-01/31 Services				
	001-000-211-523-60-49-01		Electronic Home Monitor Costs		\$434.00
Total 45946	Total 022218 REHD				\$434.00
Total City of Renton/EHD					\$434.00
Comcast (34744)					
45947	0106156 021618	2/16/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	02/25-03/24 PD Services				
	001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards		\$105.00
	Police Internet Act 8498 34 014 0106156				
Total 45947	Total 0106156 021618				\$105.00
45947	0122286 021218	2/12/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	02/22-03/21 Crt Services				
	001-000-120-512-50-42-00		Telephone/DSL		\$224.52
	Court Phone Act 8498 34 014 0122286				
Total 45947	Total 0122286 021218				\$224.52
45947	0125628 022618	2/26/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	03/05-04/04 CH/MDRT Services				
	001-000-248-518-20-42-00		MDRT Telephone, Fax, Internet costs		\$92.46
	MDRT Internet Act 8498 34 014 0125628				
	001-000-254-518-20-42-00		Facilities-Communication		\$138.68

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

City Hall Internet Act 8498 34 014 0125628

Total 0125628 022618

Total 45947

Total Comcast (34744)

Dan Dal Santo

45948

030618 DDS

3/6/2018

2018 - March - 2nd Mar Batch for 03/15 Council

Employee Reimbursement  
101-000-000-542-90-43-00

Lodging, Meals & Mileage

Total 030618 DDS

Total 45948

Total Dan Dal Santo

Dicks Heating & A/C Inc

45949

218971

1/25/2018

2018 - March - 2nd Mar Batch for 03/15 Council

PW Shop: Diagnostic Charge  
001-000-270-576-80-48-01  
001-000-280-536-20-48-01  
101-000-000-543-33-48-02  
401-000-000-534-80-48-01  
407-000-000-535-80-48-01  
410-000-000-531-10-48-02

Parks Shrd Rep & Mtc Shops  
Ceme Shrd Mtc. & Rep. Shops  
Street Share-Shop Costs  
Repair & Maint Shops  
Repair & Maint Shops  
Repair & Maint Shops

Total 218971

Total 45949

Total Dicks Heating & A/C Inc

Enumclaw School District

45950

022818 ESD

2/28/2018

2018 - March - 2nd Mar Batch for 03/15 Council

Feb 2018 Mitigation Fee  
637-000-000-589-30-00-00

School Mitigation Fee disbursement

Total 022818 ESD

Total 45950

Total Enumclaw School District

\$231.14  
\$560.66  
\$560.66

\$17.74  
\$17.74  
\$17.74  
\$17.74

\$6.04  
\$1.51  
\$11.32  
\$18.87  
\$18.87  
\$18.87  
\$75.48  
\$75.48  
\$75.48

\$7,783.00  
\$7,783.00  
\$7,783.00  
\$7,783.00

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

**Ferguson Waterworks**

45951	0587552		2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		<b>Water Meters</b>			
		401-000-000-534-80-31-04		Water Meters	
Total 45951	Total 0587552				\$10,839.28
Total Ferguson Waterworks					\$10,839.28
					\$10,839.28
					\$10,839.28

**Ferrell's Fire Extinguisher Company, Inc.**

45952	28829		2/13/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		<b>Police</b>			
		001-000-210-521-10-48-01		Vehicle Maintenance & Repair	\$16.50
		1 Refill/Recharge			
Total 45952	Total 28829				\$16.50
Total Ferrell's Fire Extinguisher Company, Inc.					\$16.50
					\$16.50
					\$16.50

**Firestone Complete Auto Care**

45953	060214		2/20/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		<b>Police</b>			
		001-000-210-521-10-48-01		Vehicle Maintenance & Repair	\$661.47
Total 45953	Total 060214				\$661.47

**Total Firestone Complete Auto Care**

45953	060385		2/27/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		<b>Police</b>			
		001-000-210-521-10-48-01		Vehicle Maintenance & Repair	\$165.36
Total 45953	Total 060385				\$165.36
Total Firestone Complete Auto Care					\$826.83
					\$826.83

**Grainger**

45954	9715055423		3/1/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		<b>Public Works</b>			
		001-000-270-576-80-31-03		Operating Supplies	\$4.33
		001-000-280-536-20-31-02		Cemetery Operating Supplies	\$2.16

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
		101-000-000-542-90-31-01		Operating Supplies	\$23.82
		401-000-000-534-80-31-01		Wtr. Operating Supplies	\$25.98
		407-000-000-535-80-31-01		Swr. Operating Supplies	\$25.98
		410-000-000-531-10-31-01		Stormwater Operating Supplies	\$25.98
	<b>Total 9715055423</b>				<b>\$108.25</b>
<b>Total Grainger</b>	<b>Total 45954</b>				<b>\$108.25</b>
<b>Granite Telecommunications</b>					
	45955	415711063	3/1/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		March Services			
		001-000-248-518-20-42-00		MDRT Telephone, Fax, Internet costs	\$11.90
		001-000-254-518-20-42-00		Facilities-Communication	\$35.68
	<b>Total 415711063</b>				<b>\$47.58</b>
<b>Total Granite Telecommunications</b>	<b>Total 45955</b>				<b>\$47.58</b>
<b>Greater Maple Valley-Black Diamond Chamber of Commerce</b>					
	45956	10536	3/1/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		Annual Directory			
		001-000-180-558-70-44-00		Advertising-Ec Dev	\$950.00
	<b>Total 10536</b>				<b>\$950.00</b>
<b>Total Greater Maple Valley-Black Diamond Chamber of Commerce</b>	<b>Total 45956</b>				<b>\$950.00</b>
<b>Home Depot Credit Service</b>					
	45957	0013086	2/27/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		PW: Technology Setup at Shop			
		001-000-270-576-80-31-03		Operating Supplies	\$2.60
		001-000-280-536-20-31-02		Cemetery Operating Supplies	\$5.19
		101-000-000-542-90-31-01		Operating Supplies	\$28.53
		401-000-000-534-80-31-01		Wtr. Operating Supplies	\$31.12
		407-000-000-535-80-31-01		Swr. Operating Supplies	\$31.12
		410-000-000-531-10-31-01		Stormwater Operating Supplies	\$31.12
	<b>Total 0013086</b>				<b>\$129.68</b>

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
45957	7012199		2/20/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		PW: Operating Supplies			
		001-000-270-576-80-31-03		Operating Supplies	\$2.80
		001-000-280-536-20-31-02		Cemetery Operating Supplies	\$1.40
		101-000-000-542-90-31-01		Operating Supplies	\$15.37
		401-000-000-534-80-31-01		Wtr. Operating Supplies	\$16.77
		407-000-000-535-80-31-01		Swr. Operating Supplies	\$16.77
		410-000-000-531-10-31-01		Stormwater Operating Supplies	\$16.77
		Total 7012199			\$69.88
45957	8573689		2/9/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		CD/PW: Building Maint			
		001-000-270-576-80-31-03		Operating Supplies	\$5.17
		001-000-280-536-20-31-02		Cemetery Operating Supplies	\$2.57
		101-000-000-542-90-31-01		Operating Supplies	\$28.43
		401-000-000-534-80-31-01		Wtr. Operating Supplies	\$31.02
		407-000-000-535-80-31-01		Swr. Operating Supplies	\$31.02
		410-000-000-531-10-31-01		Stormwater Operating Supplies	\$31.02
		Total 8573689			\$129.23
45957	9590057		2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		Gym: Maint			
		001-000-270-575-51-48-00		Gym Facility Repair & Maintenance	\$29.29
		Total 9590057			\$29.29
		Total 45957			\$358.08
		Total Home Depot Credit Service			\$358.08
		Honey Bucket/Northwest Cascade Inc.			
45958	0550565005		2/15/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		02/15-03/14 Services			
		001-000-270-576-80-31-00		Portable Restroom Facility	\$89.00
				Parks-Boat Launch Rental	
		Total 0550565005			\$89.00
		Total 45958			\$89.00
		Total Honey Bucket/Northwest Cascade Inc.			\$89.00

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

HWA GeoSciences Inc.					
45959	28094		2/23/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		Services Through 02/23/2018			
		001-000-257-558-70-41-05		MDRT Geotech-	\$1,443.60
Total 45959	Total 28094				\$1,443.60
Total HWA GeoSciences Inc.					\$1,443.60
Johnsons Home & Garden					\$1,443.60
45960	423915		2/21/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		101-000-000-542-90-31-01		Operating Supplies	\$13.65
Total 423915					\$13.65
45960	424026		2/27/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-180-594-18-64-00		Replacement-City- Pool Vehicle	\$5.18
Total 424026					\$5.18
45960	424027		2/27/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint	\$60.62
Total 424027					\$60.62
45960	424275		3/7/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-270-576-80-31-03		Operating Supplies	\$6.99
		001-000-280-536-20-31-02		Cemetery Operating Supplies	\$3.51
		101-000-000-542-90-31-01		Operating Supplies	\$38.45
		401-000-000-534-80-31-01		Wtr. Operating Supplies	\$41.94
		407-000-000-535-80-31-01		Swr. Operating Supplies	\$41.94
		410-000-000-531-10-31-01		Stormwater Operating Supplies	\$41.94
Total 424275					\$174.77
Total 45960					\$254.22
Total Johnsons Home & Garden					\$254.22

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

Kenyon Disend, PLLC

45961	186710	2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Feb Capitol Projects			
		001-000-150-515-30-41-10	Legal Lawsuits/Other Charges		\$29.00
		001-000-150-515-30-41-32	Legal Svs-Franchise Cost PSE		\$2,117.00
		001-000-150-515-30-41-34	Legl Svs-Franchise Costs-Wave Cable		\$2,726.00
		310-000-004-595-62-63-02	Ginder Creek Trail		\$232.00
		320-000-020-595-10-63-00	Roberts Dr Rehab-Eng.		\$87.00
		401-000-000-534-80-41-04	Legal Svcs		\$348.00
		408-000-012-594-35-63-00	Facility and Fencing Imp.		\$145.00
	Total 186710				\$5,684.00
45961	186711	2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Feb PDR Requests			
		001-000-150-515-30-41-17	Legal Costs-Public Disc/Oth		\$1,839.50
	Total 186711				\$1,839.50
45961	186712	2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Feb Gen City Attorney			
		001-000-150-515-30-41-01	Legal Services-General Govt		\$3,157.24
		101-000-000-543-30-41-05	Legal Costs		\$701.61
		401-000-000-534-80-41-04	Legal Svcs		\$1,052.42
		407-000-000-535-80-41-09	Legal Costs		\$1,052.42
		410-000-000-531-10-41-01	Legal Costs		\$1,052.42
	Total 186712				\$7,016.11
45961	186713	2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Feb MDRT			
		001-000-257-558-70-41-00	MDRT Legal Services		\$448.00
	Total 186713				\$448.00
45961	186714	2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Feb OPMA			
		001-000-150-515-30-41-27	Legal Svs-Lawsuit-City OPMA		\$1,130.55
	Total 186714				\$1,130.55
Total 45961					\$16,118.16
Total Kenyon Disend, PLLC					\$16,118.16



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

**King County Finance**

45962	2099766	2/13/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		2017 Voter Registration			
		001-000-137-514-40-51-02		Voter Registration Costs	\$11,054.00
	Total 2099766				\$11,054.00
45962	2100012	2/20/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		2017 General Election Voters' Pamphlet			
		001-000-137-514-40-51-00		Election Costs	\$87.90
	Total 2100012				\$87.90
	Total 45962				\$11,141.90
	Total King County Finance				\$11,141.90
	King County Finance - Wastewater Treat Div.				
45963	30022218	3/1/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Mar 2018 Services			
		407-000-000-535-80-41-04		Metro Sewer Charges	\$46,652.10
	Total 30022218				\$46,652.10
	Total 45963				\$46,652.10
	Total King County Finance - Wastewater Treat Div.				\$46,652.10
	King County Prosecuting Attorney				
45964	022818 KCPA	2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Feb 2018 Remittance			
		633-000-000-589-90-00-05		Due to Agency-Treasurers Trust Court	\$129.80
		Crime Victims			\$129.80
	Total 022818 KCPA				\$129.80
	Total 45964				\$129.80
	Total King County Prosecuting Attorney				\$129.80

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

**Krista C. White Swain**

45965	022318 KWS	2/23/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	February Services				
	001-000-120-512-50-41-00		Court Judge		\$3,600.00
	Total 022318 KWS				\$3,600.00
	Total 45965				\$3,600.00
	Total Krista C. White Swain				\$3,600.00
	Les Schwab Tire Ctr - MV				
45966	39800298467	2/20/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	Police				
	001-000-210-521-10-48-01		Vehicle Maintenance & Repair		\$15.20
	Total 39800298467				\$15.20
45966	39800299008	2/23/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	Police				
	001-000-210-521-10-48-01		Vehicle Maintenance & Repair		\$60.77
	Total 39800299008				\$60.77
	Total 45966				\$75.97
	Total Les Schwab Tire Ctr - MV				\$75.97
	Luxor Landscape Inc				
45967	BUS2008-0225	2/26/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	BL Late Fee Refund				
	001-000-000-369-91-00-11		Misc & BLLate Fees		\$10.00
	Total BUS2008-0225				\$10.00
	Total 45967				\$10.00
	Total Luxor Landscape Inc				\$10.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
O'Brien, Barton, & Hopkins, PLLP	45968	57603	3/1/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
			Feb 2018 Services			
			001-000-151-515-91-41-00	Court Legal-Public Defender		\$3,600.00
		Total 57603				\$3,600.00
		Total 45968				\$3,600.00
		Total O'Brien, Barton, & Hopkins, PLLP				\$3,600.00
		Office Products Nationwide				
	45969	954480-0	2/27/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
			001-000-246-558-70-31-00	Office Supplies		\$48.87
			MDRT Office Supplies			\$48.87
		Total 954480-0				
	45969	957742-0	2/13/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
			001-000-240-558-51-31-00	Office & Operating Supplies		\$281.59
			CD/PW Office Supplies			\$281.59
		Total 957742-0				
	45969	957742-1	2/15/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
			001-000-240-558-51-31-00	Office & Operating Supplies		\$33.22
			CD/PW Office Supplies			\$33.22
		Total 957742-1				
	45969	958523-0	2/26/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
			001-000-246-558-70-31-00	Office Supplies		\$36.91
			MDRT Office Supplies			\$36.91
		Total 958523-0				
	45969	958792-0	2/19/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
			001-000-120-512-50-31-00	Operating Supplies		\$24.36
			Crt Office Supplies			\$24.36
		Total 958792-0				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
45969	958978-0		2/20/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-180-518-50-31-00	CH Office Supplies	Office Supplies City Hall	\$42.32
	Total 958978-0				\$42.32
45969	961136-0		3/2/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-246-558-70-31-00	MDRT Office Supplies	Office Supplies	\$32.11
	Total 961136-0				\$32.11
45969	961488-0		3/5/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-240-558-51-31-00	CD/PW Office Supplies	Office & Operating Supplies	\$79.28
	Total 961488-0				\$79.28
45969	961718-0		3/6/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-180-518-50-31-00	CH Office Supplies	Office Supplies City Hall	\$215.23
	Total 961718-0				\$215.23
45969	961721-0		3/6/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-254-518-20-31-00	Bldg Maint Supplies	Facilities Operating Supplies	\$76.34
	Total 961721-0				\$76.34
Total 45969					\$870.23
Total Office Products Nationwide					\$870.23
Orkin Commercial Services					
45970	168077767		3/5/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		March Services			
		001-000-248-518-20-49-01		MDRT Bldg Custodial Costs	\$31.02
		001-000-254-518-20-49-01		Facilities Bldg.Custodial & Maint.	\$88.29
	Total 168077767				\$119.31
Total 45970					\$119.31
Total Orkin Commercial Services					\$119.31

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

**Provident Properties, LLC**

45971	PLN17-0023	2/22/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	Deposit Refund				
	001-000-240-345-89-99-20		Pass thru Consultant-Deposits		\$1.90
Total 45971	Total PLN17-0023				\$1.90
Total Provident Properties, LLC					\$1.90

**Regional Animal Services of King County**

45972	030518 RAS	3/5/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	03/05 Licenses				
	633-000-000-589-90-00-01		King County Animal License		\$75.00
Total 45972	Total 030518 RAS				\$75.00
Total Regional Animal Services of King County					\$75.00

**RH2 Engineering Inc.**

45973	69835	2/21/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	Services Through 01/28				
	001-000-257-558-70-41-02		MDRT Civil Engineering-RH2 Engineering		\$9,587.35
	MDRT Civil Engineering Services				
Total 69835					\$9,587.35
45973	69836	2/21/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
	Services Through 01/28				
	402-000-003-594-34-63-06		Springs Water Project		\$13,200.16
	On-Call Engineering Services				
Total 69836					\$13,200.16
Total 45973					\$22,787.51
Total RH2 Engineering Inc.					\$22,787.51

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

Security Race Products					
45974	16087		2/9/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-210-521-10-31-00		Operating Supplies	\$180.00
	Total 16087				\$180.00
Total 45974					\$180.00
Total Security Race Products					
Severson's Building Maint					
45975	732223		2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-248-518-20-49-01		MDRT Bldg Custodial Costs	\$360.00
		MDRT Janitorial Services			
		001-000-254-518-20-49-01		Facilities Bldg.Custodial & Maint.	\$540.00
		City Hall/Com Dev Janitorial Services			
	Total 732223				\$900.00
45975	732226		2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-212-521-50-41-03		Police Custodial Cost	\$500.00
		Police/Court Janitorial Services			
	Total 732226				\$500.00
45975	732227		2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-270-575-51-48-00		Gym Facility Repair & Maintenance	\$150.00
		Gym Janitorial Services			
	Total 732227				\$150.00
Total 45975					\$1,550.00
Total Severson's Building Maint					
Spillman Technologies, Inc					
45976	37719T		2/9/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		Annual Maintenance			
		001-000-216-521-10-49-07		Spillman Records Maintenance	\$12,039.83
		03/01/18 - 02/28/19			
	Total 37719T				\$12,039.83
Total 45976					\$12,039.83
Total Spillman Technologies, Inc					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
Tri-Tech Forensics, Inc.						
45977	155473		2/13/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		PD: DWI Test Kits				
		001-000-210-521-10-31-00			Operating Supplies	\$76.83
	Total 155473					\$76.83
Total Tri-Tech Forensics, Inc.						\$76.83
Utilities Underground						
45978	8020108		2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		Feb 2018 Services				
		401-000-000-534-80-41-08			Locating Service	\$84.70
	Total 8020108					\$84.70
Total Utilities Underground						\$84.70
VenTek International						
45979	110043		3/1/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		001-000-270-576-80-41-02			Venue Pay Station	\$90.00
	Total 110043					\$90.00
Total VenTek International						\$90.00
Verizon Wireless						
45980	9801435316		2/10/2018	2018 - March - 2nd Mar Batch for 03/15 Council		
		01/11-02/10 Services				
		001-000-145-518-80-42-00			Communications	\$68.66
		IT				
		001-000-214-521-20-42-00			Police Telephone/DSL/Air Cards	\$617.94
		Police				
		001-000-246-558-70-42-01			Telephones	\$284.57
		MDRT (Funding)				
		001-000-254-518-20-42-00			Facilities-Communication	\$58.66
		City Clerk (Funding)				
		001-000-270-576-80-42-00			Telephone/DSL/Radios	\$16.44
		PW/Facilities				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number		Title	
		001-000-280-536-20-42-00		Telephone, DSL & Radios	\$8.22
		PW/Facilities			
		101-000-000-542-90-42-01		Telephone/DSL/Radios	\$90.45
		PW/Facilities			
		401-000-000-534-80-42-00		Telephone/DSL/Radios	\$98.68
		PW/Facilities			
		407-000-000-535-80-42-00		Telephone/DSL/Radios	\$98.68
		PW/Facilities			
		410-000-000-531-10-42-00		Telephone/DSL/Radios	\$98.68
		PW/Facilities			
		Total 9801435316			
	Total 45980				\$1,440.98
	Total Verizon Wireless				\$1,440.98
	Voice of The Valley				\$1,440.98
45981	20320	Police	2/21/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-210-521-10-41-75		Advertising	\$80.00
	Total 20320				\$80.00
45981	20322	Public Works	2/21/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		401-000-000-534-80-41-75		Advertising	\$220.00
	Total 20322				\$220.00
45981	20323	MDRT	2/21/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		001-000-246-558-70-44-00		Advertising	\$650.00
	Total 20323				\$650.00
	Total 45981				\$950.00
	Total Voice of The Valley				\$950.00
	Washington State Patrol				\$950.00
45982	118005778	Public Works	3/7/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		101-000-000-542-90-49-00		Miscellaneous	\$12.00



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

	Total 118005778			New Hire Background Check	
Total 45982					\$12.00
Total Washington State Patrol					\$12.00
Washington State Treasurer					\$12.00
45983	022818 WST		2/28/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		Feb 2018 Remittance			
		633-000-000-589-90-00-05		Due to Agency-Treasurers Trust Court	\$10,086.11
Total 45983	Total 022818 WST				\$10,086.11
Total Washington State Treasurer					\$10,086.11
Washington Tractor					\$10,086.11
45984	1481301		2/20/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		510-000-200-594-48-64-11		PW- Back Hoe Repair	\$496.28
Total 45984	Total 1481301				\$496.28
Total Washington Tractor					\$496.28
Water Management Laboratories, Inc.					\$496.28
45985	165179		2/23/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		401-000-000-534-80-41-02		Water Testing and Sampling	\$21.00
Total 45985	Total 165179				\$21.00
45985	165201		2/23/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		401-000-000-534-80-41-02		Water Testing and Sampling	\$47.00
Total 45985	Total 165201				\$47.00
Total Water Management Laboratories, Inc.					\$68.00
					\$68.00

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

West Coast Awards

45986	30776		2/7/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		Name Plate			
		001-000-180-518-50-41-04		Miscellaneous Costs	\$9.90
	Total 30776				\$9.90
45986	30793		2/8/2018	2018 - March - 2nd Mar Batch for 03/15 Council	
		Police Recognition			
		001-000-216-521-10-31-01		Costs Assoc w/Police Recognition	\$169.13
		Employee of the Year			
	Total 30793				\$169.13
	Total 45986				\$179.03
Total West Coast Awards					\$179.03
		Vendor Count	56	Grand Total	\$200,208.40

## **BLACK DIAMOND CITY COUNCIL MINUTES**

**March 1, 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, and Stout.

**ABSENT:** None

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

Mayor Benson announced that item 10 is being removed from the agenda tonight. She then discussed the process for the vacant council position interviews.

There was discussion regarding adding public comments before the executive session on the interview process. There was Council consensus to do this.

### **APPROVAL OF AGENDA:**

Councilmember Edelman **moved** to accept the revised agenda; **second** Councilmember Deady. Motion **passed** 4-0.

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

Council Position #5 Vacancy Interviews

The following applicants were interviewed during open session for the vacant council seat. All applicants were asked the same set of questions by Councilmembers.

Pam McCain  
Chris Wisnoski  
Patrick Nelson  
Anthony Moss

## **PUBLIC COMMENTS REGARDING COUNCIL CANDIDATES:**

James Stout, Black Diamond spoke to Council.  
Bob Edelman, Black Diamond spoke to Council.  
Judy Goodwin, Black Diamond spoke to Council.  
Jason Seth, Black Diamond spoke to Council.  
Robbin Taylor, Black Diamond spoke to Council.  
Andy Williamson, representing Teamsters Local 117 spoke to Council.

## **EXECUTIVE SESSION:**

Mayor Benson announced that Council would be going into executive session pursuant to RCW 42.30.110(1)(h) to discuss the qualifications of the candidates for appointment to a public office. The executive session was anticipated to last 20 minutes.

A ten minute extension was announced.

A five minute extension was announced.

Mayor Benson called the meeting back to order at 8:43 p.m.

Councilmember Deady **moved** to appoint Chris Wisnoski to Council Position #5; **second** Councilmember Edelman.

There was Council discussion.

**Vote:** Motion **passed** with all voting in favor 4-0.

## **OATH OF OFFICE:**

Chief Kiblinger administered the oath of office to Mr. Wisnoski. Following the oath of office Councilmember Wisnoski took his seat at the dais.

## **CONSENT AGENDA:**

Councilmember Edelman **moved** to adopt the Consent Agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

- 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:**

Tony Moss, Black Diamond spoke to Council.

Patrick Nelson, Black Diamond spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

Bob Edelman, Black Diamond spoke to Council.

**PUBLIC HEARINGS:**

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

Public Works Director Boettcher reported to Council on this agenda item.

Mayor Benson opened the public hearing at 9:01:21 p.m.

No public testimony was received or heard and Mayor Benson closed the public hearing at 9:01:40 p.m.

**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**

Public Works Director Boettcher brief Council on this item.

There was Council discussion.

Councilmember Edelman **moved** to adopt 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 and to appropriate the funds for this project; **second** Councilmember Stout. Motion **passed** with all voting in favor (5-0).

**9) AB18-039 – Resolution No. 18-1233 Authorizing Professional Services Agreement with Varius to Serve as Civil Engineering Consultant to the MDRT**

MDRT/Ec Dev/Interim Community Development Director Williamson reported on this item.

Councilmember Dedy **moved** to adopt Resolution No. 18-1233, authorizing the Mayor to execute a professional services agreement with Varius for the Civil Engineering consultant for the Master Development Review Teams; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (5-0).

~~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~~

Item number 10 was pulled from the agenda at the beginning of the meeting.

**DEPARTMENT REPORTS:** None

**MAYOR'S REPORT:**

Mayor Benson reported on a letter from Howard Botts and Gomer Evans regarding working towards going to a seven-member Council. She also discussed a petition she received seeking to change the name of Lawson Street on the west side to Gomer Evan Jr. Dr. and discussed the process.

Councilmember Edelman **moved** to rename the west side of Lawson Street to Gomer Evans Jr. Dr.; **second** Councilmember Deady.

There was Council discussion.

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

Mayor Benson continued her report and noted attending the SCA Networking Dinner, Parks and Cemetery Committee meeting, management meeting to discuss the retreat and changes to the Chamber pamphlet.

**COUNCIL REPORTS:**

Councilmember Deady discussed going to a seven-member Council as the City is growing and looks forward to the attorney getting this going. She reported attending the Finance Committee meeting and noted the Public Safety Committee meeting is tomorrow at 2 p.m. She thanked the Council applicants and noted it being hard to pick someone. She welcomed Councilmember Wisnoski and believes he will do an awesome job.

Councilmember Oglesbee reported attending the Fire Ad Hoc Committee meeting, Spirit Reveal at the Museum; She noted speaking to staff on agenda items and with Cheryl Hanson at the Community Center regarding homelessness in Black Diamond and the services they (Community Center) provide to them. She also reported she will be attending the Public Safety Committee meeting tomorrow and shared there will be a Franklin Tour this weekend and encouraged people to attend and to get involved in the community. She also stated she would like to have all the past minutes that were not approved be on the consent agenda for the April 5<sup>th</sup> meeting for adoption.

Councilmember Edelman reported attending the Fire Ad Hoc Committee meeting, Public Works Committee meeting, Budget/Finance/Administration Committee meeting, SCA Networking dinner. She also discussed volunteering at the Black Diamond Community

Center and their need for volunteers. She gave a shout out to her granddaughter who is graduating from high school this year with an AA.

Councilmember Stout reported attending the Fire Ad Hoc Committee meeting and the need to support our firefighters, Public Works committee meeting, Budget/Finance/Administration Committee meeting, SCA Networking dinner, and a brunch for Mayor's and Councilmember women in that organization.

Councilmember Wisnoski thanked everyone for the opportunity to serve the community.

#### **ATTORNEY REPORT:**

Attorney Linehan welcomed Councilmember Wisnoski and extended an invitation to have an "ask him anything session" and to feel free to use any resources they have at their firm anytime.

#### **PUBLIC COMMENTS:**

Joe Androsko, Black Diamond spoke to Council.  
Judy Watson, Black Diamond spoke to Council.  
Jackie Buss, Black Diamond spoke to Council.  
Johna Thomson, Black diamond spoke to Council.  
Robbin Taylor, Black Diamond spoke to Council.  
Andrew Williamson, Black Diamond spoke to Council.

**EXECUTIVE SESSION:** None

#### **ADJOURNMENT:**

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

The meeting ended at 9:47 p.m.

ATTEST:

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Carol Benson, Mayor

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Brenda L. Martinez, City Clerk

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: March 15, 2018</b>	<b>AB18-041</b>
<b>Resolution No. 18-1234, declaring certain City property as surplus property</b>	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	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note): \$300.00	Court – Stephanie Metcalf	
Fund Source: --Surplus Fund	Facilities – Kevin Esping	X
Timeline:		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 18-1234 and Exhibit "A"</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>As needed the City discontinues use of or has no need for certain property and it is turned over the Facilities Coordinator to surplus it. With the authorization from the City council surplus items are available for sale either by sealed bid, online auction or other reasonable and allowable means.</p> <p><b>FISCAL NOTE (Finance Department):</b> N/A</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 18-1234, declaring certain City property surplus to the needs of the City.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 15, 2018		



**RESOLUTION NO. 18-1234**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
DECLARING CERTAIN CITY PROPERTY SURPLUS TO  
THE NEEDS OF THE CITY**

**WHEREAS**, the City desires to dispose of personal property surplus to the needs of the City; and

**WHEREAS**, such property has accumulated over time in various storage areas; and

**WHEREAS**, all such property has been cataloged with all departments have the opportunity to review the listing; and

**WHEREAS**, City Council must deem the property to be surplus and authorize its disposal;

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

**Section 1.** The listing of certain City property is hereby declared surplus to the needs of the City of Black Diamond, as attached hereto as Exhibit A.

**Section 2.** City Council authorizes staff to make items available for sale either by sealed bid, online auction or other reasonable and allowable means.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF MARCH 2018.**

CITY OF BLACK DIAMOND:

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

Attest:

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

## SURPLUS LIST 2018

## EXHIBIT "A"

ITEM	SERIAL #	STATUS	LOCATION	DEPT	
FN police 12 gage shotgun	FL011604	selling	P.D.	P.D.	
FN police 12 gage shotgun	FL011772	selling	P.D.	P.D.	
FN police 12 gage shotgun	FL011271	selling	P.D.	P.D.	
FN police 12 gage shotgun	FL011660	selling	P.D.	P.D.	
FN police 12 gage shotgun	FL011614	selling	P.D.	P.D.	
FN police 12 gage shotgun	FL010554	selling	P.D.	P.D.	
FN police 12 gage shotgun	FL011565	selling	P.D.	P.D.	
FN police 12 gage shotgun	FL011516	selling	P.D.	P.D.	
Ford CV 42030D	2fahp71w96x152580	selling	Shop	P.D.	
Dodge Charger 49285D	2B3LA43T29H590204	selling	Shop	P.D.	
Dodge Charger 47720D	2B3LA43T09H590203	selling	Shop	P.D.	
Mercury Sable 28063D	1MEFM50U3WG640703	selling	CH	C.H.	
Lenovo PC	1S8910AUUMJZAHX6	RECYCLE	Shop	C.H.	
Lenovo PC	1S410554UMJWP116	RECYCLE	Shop	C.H.	
Lenovo PC	11SOC64956ZVJ8AB46H14W	RECYCLE	Shop	C.H.	
Lenovo PC	11SOC64956ZVJ8AB46S078	RECYCLE	Shop	C.H.	
Lenovo PC	9967A2ULKPARLM	RECYCLE	Shop	C.H.	
Lenovo PC	115OB54219ZVJ7EW2621ES	RECYCLE	Shop	C.H.	
Lenovo PC	115OB54219ZVJ7EW2623CS	RECYCLE	Shop	MDRT	
Lenovo PC	9482B1ULKHXFAT	RECYCLE	Shop	MDRT	
Lenovo PC	11SOC64956ZVJ8AB46H10C	RECYCLE	Shop	MDRT	
Lenovo PC	9967A2ULKHRDWL	RECYCLE	Shop	MDRT	
Lenovo PC	115OB45931ZVJ7EH28XONA	RECYCLE	Shop	P.W.	
Lenovo PC	11S45K6494ZVJSWROBR53C	RECYCLE	Shop	P.W.	
Lenovo PC	11SOC64956ZVJ8AB46S06Z	RECYCLE	Shop	P.W.	
Lenovo PC	1S6522J4UMJ21658	RECYCLE	Shop	P.W.	
Lenovo PC	11SOC64956ZVJ8AB46H14S	RECYCLE	Shop	PLAN	
Lenovo PC	1S8910AUUMJZAHX7	RECYCLE	Shop	PLAN	
Lenovo PC	11SOC64956ZVJ8AB46H10H	RECYCLE	Shop	PLAN	
Lenovo PC	115OB45931ZVJ7EH28XONR	RECYCLE	Shop	MAYOR	
Lenovo PC	11SOC64956ZVJ8AB46H14V	RECYCLE	Shop	UTIL	
Lenovo PC	9482BLULKHLZYC	RECYCLE	Shop	P.D.	
Lenovo PC	9482B1ULKHWYNB	RECYCLE	Shop	P.D.	
Lenovo PC	11SOC64956ZVJ8AB46H13G	RECYCLE	Shop	P.D.	
Lenovo PC	11SOC64956ZVJ8AB46H10G	RECYCLE	Shop	P.D.	
Lenovo PC	9439DHULKLPWX	RECYCLE	Shop	P.D.	
Lenovo PC	11S41R5568ZVJ3NJ86H01X	RECYCLE	Shop	P.D.	
Lenovo PC	11SOC64956ZVJ8AB46S07B	RECYCLE	Shop	P.D.	
Lenovo PC	11SOC64956ZVJ8AB46H12Z	RECYCLE	Shop	P.D.	
Lenovo Laptop	R9BADEK	RECYCLE	Shop	P.D.	
Lenovo Small PC	1S3257A5UMJMGDNO	RECYCLE	Shop	P.D.	
Lenovo Laptop	L3MD120	RECYCLE	Shop	P.D.	
Lenovo Laptop	L3ACA7L	RECYCLE	Shop	P.D.	
Lenovo Laptop	L3HB466	RECYCLE	Shop	P.D.	

## EXHIBIT "A"

[illegible]



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date:</b> March 15, 2018	<b>AB18-037A</b>
<b>Ordinance No. 18-1102, authorizing the adoption of a cross connection control program.</b>	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	
	Public Works – Seth Boettcher	<b>X</b>
Cost Impact (see also Fiscal Note): \$--	Court – Stephanie Metcalf	
Fund Source: --		
Timeline: 2018		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Draft Ordinance</b>		
<p><b>SUMMARY STATEMENT:</b></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><b>FISCAL NOTE (Finance Department):</b></p> <p>Implementation of a Cross Connection Control Program is to be overseen by a Cross Connection Control Specialist. The City will either utilize Public Works staff or contract with a third party to help oversee the City's program, once implemented. Funds are included in the 2018 Budget.</p>		
<p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b></p> <p>Public Works Committee recommends adoption.</p>		
<p><b>RECOMMENDED ACTION: MOTION to adopt Ordinance No. 18-1102, establishing the authority to adopt a Cross Connection Control Program; adopting Black</b></p>		

**Diamond Municipal Code sections 13.04.025, 13.04.085 and 13.04.095; amending section 13.04.090; repealing section 13.04.070; providing for severability; and establishing an effective date.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 1, 2018	Public Hearing	
March 15, 2018		

## ORDINANCE NO. 18-1102

**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; AMENDING SECTION 13.04.090; REPEALING SECTION 13.040.070; 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 15<sup>TH</sup> DAY OF MARCH 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		
<b>SUBJECT:</b>  <b>Resolution No. 18-1235, approving the acquisition of an easement for pedestrian and non-motorized vehicle access to the Ginder Creek Trail.</b>	<b>Agenda Date: March 15, 2018</b>	
	<b>AB18-042</b>	
	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): \$3,000	Public Works – Seth Boettcher	X
Fund Source: Grant funds	Court – Stephanie Metcalf	
Timeline: February 2018		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 18-1235; Easement</b>		
<b>SUMMARY STATEMENT:</b> The City has planned for the Ginder Creek Trail across the City's Ginder Creek property for five years. The trail would cross the City's property between Morgan Street and Roberts Drive, but to access the southern portion, an easement is required to cross Evan Morris Foundation property on Morgan Street. The Evan Morris Foundation has agreed to provide a recreational trail easement along the western portion of their property to the City for this project.		
<b>FISCAL NOTE (Finance Department):</b> The cost of this recreational easement would be \$3,000 and will be covered by the Revenue received from King County from their Parks and Trail levy.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Parks and Cemetery Committee recommends approval.		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 18-1235, approving the acquisition of an easement for pedestrian and non-motorized vehicle access to the Ginder Creek Trail.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 15, 2018		

**RESOLUTION NO. 18-1235**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
APPROVING THE ACQUISITION OF AN EASEMENT FOR  
PEDESTRIAN AND NON-MOTORIZED VEHICLE ACCESS  
TO THE GINDER CREEK TRAIL**

**WHEREAS**, the City has planned for the Ginder Creek Trail across the City's Ginder Creek property; and

**WHEREAS**, access across private property at the south end of the proposed trail location is required to complete the trail between Morgan Street and Roberts Drive; and

**WHEREAS**, the Evan Morris Foundation has agreed to provide a recreational trail easement along the western portion of their property to the City for this project for \$3,000;

**WHEREAS**, this project has been a high priority on the City's Capital Improvement Plan; and

**WHEREAS**, the City has budgeted for this project;

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

**Section 1.** A recreational trail easement crossing a portion of King County parcel number 142106-9042 is hereby approved.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15<sup>TH</sup> DAY OF MARCH 2018.**

CITY OF BLACK DIAMOND:

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

Attest:

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

WHEN RECORDED, RETURN TO:

City of Black Diamond  
City Clerk  
24301 Roberts Drive  
Black Diamond, WA 98010

<b>Document Title</b>
<b>Trail and Non-Motorized Access Easement</b>
<b>Grantor(s): EMF Enterprises, LLC</b>
<b>Grantee(s): THE CITY OF BLACK DIAMOND, a Washington municipal corporation</b>
<b>Abbreviated Legal Description (property where easement will exist):</b>
<b>Legal Description</b>
<b>See Exhibit A</b>
<b>King Co. Assessor's Tax Parcel No.: 1421069042</b>

## TRAIL AND NON-MOTORIZED ACCESS EASEMENT

1. GRANTOR, EMF Enterprises, LLC ("Grantor"), the owner of that real property described on **Exhibit A** attached hereto and incorporated herein, for valuable mutual benefits and public purposes, hereby grants and conveys to GRANTEE, CITY OF BLACK DIAMOND, a Washington municipal corporation ("Grantee"), a perpetual easement over, across, along, under, through, and upon the real property described in **Exhibit B** (the "Easement Area") and depicted on **Exhibit C** (Map), all of which are attached hereto and by this reference incorporated herein. This easement is granted for the purposes of constructing, maintaining, providing, operating, and repairing a recreational trail and non-motorized access facility ("Trail"), together with related improvements, for pedestrian, bicycle, and other non-motorized recreational uses by the public, and includes the right of ingress and egress for maintenance vehicles (the "Easement").

2. The Grantee shall pay the Grantor \$3000 as full consideration for this Trail and non-motorized access easement.

3. The Trail referenced in this Easement shall consist of an eight-foot (8') wide gravel, board walk, asphalt and/or wood chip surface and associated improvements, which may include fencing, landscaping, seating, and signage. Grantee agrees to maintain the surface of the trail/access facility by replenishing the gravel and/or wood chip surface at least every two years or as needed. The Grantee also agrees to maintain any additional improvements such as signage or seating installed by the Grantee.

4. Grantor grants this Easement solely for recreation uses, and Grantor and Grantee agree that Grantor and Grantee are entitled to those protections set out in RCW 4.24.200 and 4.24.210.

5. Grantee shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement. The public shall have the right to use the Trail within the limitations ordered by the City, which shall prohibit operation of motorized vehicles on the Trail. The City will provide garbage cans and "dog poop" bags at the Trail head on either end.

6. Grantee does hereby release, indemnify and promise to defend and save Grantors harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Grantor in defense thereof, resulting or arising directly or indirectly on account of or out of negligent acts or omissions of Grantee or its servants, agents, employees or contractors in the exercise of the rights granted herein; provided, however, this paragraph does not indemnify Grantors against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of Grantors, their agents or employees. "Loss" includes any loss, liability, damage, claim, demand, action, cause of action, penalty, cost, or expense of any nature, including court costs and attorneys' fees.

7. In the event of litigation between or among the parties hereto, declaratory or otherwise, in connection with or arising out of this Easement, the prevailing party shall recover from the non-prevailing party all costs, including reasonable attorneys' fees, paralegals' fees, and other professional or consultants' fees expended or incurred in connection therewith, as set by the court, including for appeals, which shall be determined and fixed by the court as part of the judgment.


8. The laws of the state of Washington, excluding its conflict-of-laws rules, shall govern the interpretation of this Easement. Any action brought to enforce or interpret any term of this Agreement or to establish its validity or enforceability, shall be brought exclusively in the Superior Court for King County, Washington. The parties hereby submit to personal jurisdiction in King County, Washington.

9. This easement is a covenant running with the land and shall forever bind Grantor, and its heirs, successors, and assigns.

10. This Easement may not be modified except by written instrument signed by all parties hereto. Grantor agrees not to grant or convey to any other person or entity any other easements within the Easement Area without the express written consent of Grantee.

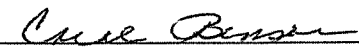
Dated this 26<sup>th</sup> day of SEPTEMBER, 2017.

GRANTOR: EMF Enterprises, LLC. ,

By   
Anna Morris  
Title Managing Member

Accepted and Approved:

GRANTEE: CITY OF BLACK DIAMOND, a Washington municipal corporation

By   
Carol Benson, Mayor

NOTARY ACKNOWLEDGMENT FOR GRANTOR

State of Washington )

) ss.

County of King )

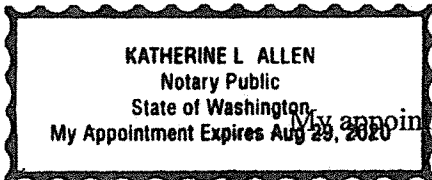
I certify that I know or have satisfactory evidence that ANNA MORRIS is the person who appeared before me, and said person acknowledged that ~~(he)~~/she signed this instrument, on oath stated that ~~(he)~~/she was authorized to execute the instrument, and acknowledged it as the Managing Member of EMF Enterprises, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Notary Public

Signature: Katherine L. Allen

(Seal or  
stamp)



My appointment expires: August 29, 2017



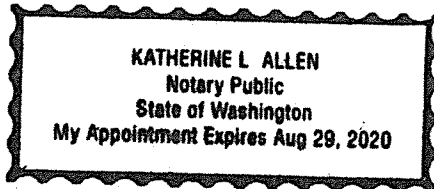
NOTARY ACKNOWLEDGMENT FOR GRANTEE:

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that CAROL BENSON  
signed this instrument and, on oath, stated that she/he was authorized to execute the instrument  
and acknowledge it as the Mayor of the City of Black Diamond, to be the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 27<sup>th</sup> day of SEPTEMBER, 20  .

(SEAL)



Katherine Allen  
Notary Public in and for the State of  
KING COUNTY. My commission  
expires: AUGUST 29, 2020  
Printed Name: KATHERINE ALLEN

A PORTION OF SECTION 14  
TOWNSHIP 21 NORTH, RANGE 6 EAST W.M.  
KING COUNTY, WA

LEGAL DESCRIPTION FOR PARCEL NO. 1421069042

LOT 1 OF BLACK DIAMOND SHORT PLAT #83-020, RECORDED UNDER  
AUDITOR'S FILE NUMBER 8407119003, RECORDS OF KING COUNTY,  
WASHINGTON.



**EXHIBIT A**

BLACK DIAMOND, WA  
25010 MORGAN ST  
Easement Area in:  
PARCEL # 1421069042

FILE: SV-3043013P20T01-EXH

DATE: Aug 09, 2017

A PORTION OF SECTION 14  
TOWNSHIP 21 NORTH, RANGE 6 EAST W.M.  
KING COUNTY, WA

LEGAL DESCRIPTION FOR TRAIL EASEMENT

THE WEST 20.00 FEET OF LOT 1 OF BLACK DIAMOND SHORT PLAT #83-020,  
RECORDED UNDER AUDITOR'S FILE NUMBER 8407119003, RECORDS OF KING  
COUNTY, WASHINGTON.

EASEMENT AREA CONTAINS 7,500 SQUARE FEET, MORE OR LESS.



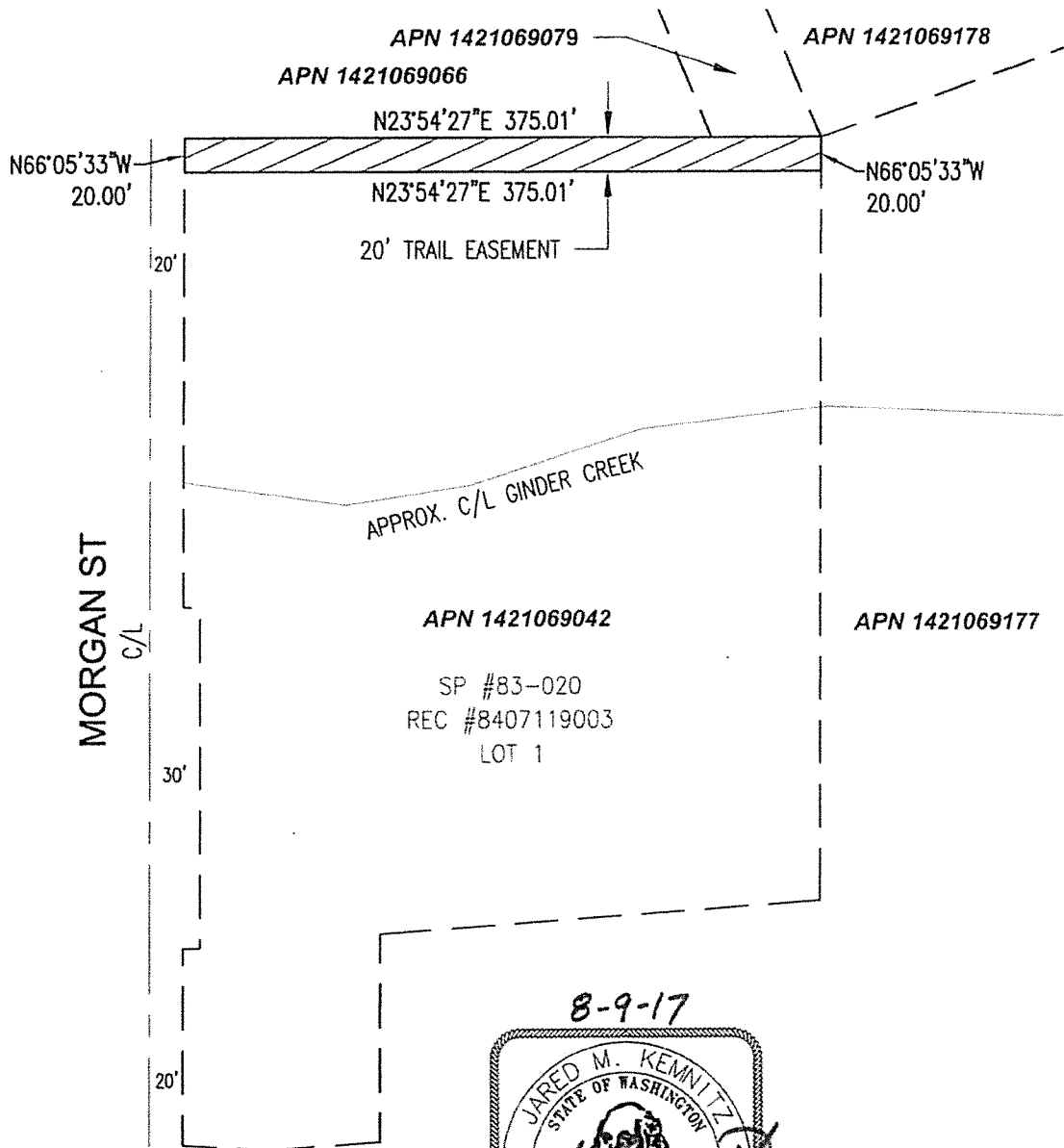
**EXHIBIT B**

BLACK DIAMOND, WA  
25010 MORGAN ST  
Easement Area in:  
PARCEL # 1421069042

FILE: SV-3043013P20T01-EXH

DATE: Aug 09, 2017

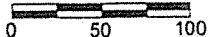
A PORTION OF SECTION 14  
TOWNSHIP 21 NORTH, RANGE 6 EAST W.M.  
KING COUNTY, WA



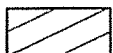
Parametrix



SCALE IN FEET



LEGEND



20' WIDE TRAIL  
EASEMENT AREA



AREA=7,500 S.F.

EXHIBIT C

BLACK DIAMOND, WA  
25010 MORGAN ST  
Easement Area in:  
PARCEL # 1421069042

FILE: SV-3043013P20T01-EXH

DATE: Aug 09, 2017

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: March 15, 2018</b>	<b>AB18-043</b>
<b>Resolution 18-1236, Youth and Amateur Sports Grant Agreement with King County for the Ginder Creek Trail project</b>	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): \$15,000 revenue		
Fund Source: King County	Public Works – Seth Boettcher	X
Timeline: 2018	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 18-1236; Grant Agreement; Grant Application; Award Notification; 2018 Budget Page</b>		
<b>SUMMARY STATEMENT:</b>  Public Works staff applied for and was selected for a Youth and Amateur Sports Grant (YASG) from King County for the Ginder Creek Trail project. This project will provide a trail across the City's Ginder Creek property (between Morgan Street and Roberts Drive). City staff will design this project in-house.  <b>FISCAL NOTE (Finance Department):</b> This grant award is for \$15,000. The City also has \$69,480 in available funds for this project, for a total of \$84,480.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Parks and Cemetery Committee recommends approval.		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 18-1236, authorizing the Mayor to execute a Youth and Amateur Sports Grant agreement with King County for the Ginder Creek Trail project.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 15, 2018		

**RESOLUTION NO. 18-1236**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A YOUTH AND  
AMATEUR SPORTS GRANT AGREEMENT WITH KING  
COUNTY FOR THE GINDER CREEK TRAIL PROJECT**

**WHEREAS**, Black Diamond was selected to receive a Youth and Amateur Sports Grant (YASG) from King County to assist with the Ginder Creek Trail project; and

**WHEREAS**, the City has funds budgeted to start on this project; and

**WHEREAS**, a YASG agreement with King County is required to establish the terms of funding for the Ginder Creek Trail project;

**WHEREAS**, this project has been a high priority on the City's Capital Improvement Plan; and

**WHEREAS**, the City has budgeted for this project;

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

**Section 1.** The City Council hereby accepts Youth and Amateur Sports Grant funding from King County in the amount of \$15,000 to fund the Ginder Creek Trail project;

**Section 2.** The Mayor is hereby authorized to execute the Youth and Amateur Sports Grant agreement with King County for the Ginder Creek Trail project, substantially in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15<sup>TH</sup> DAY OF MARCH 2018.**

CITY OF BLACK DIAMOND:

---

Carol Benson, Mayor

Attest:

---

Brenda L. Martinez, City Clerk





## Youth and Amateur Sports Grant Agreement

### Get Active / Stay Active Project

Department/Division: Natural Resources and Parks / Parks and Recreation Division

Agency: City of Black Diamond

Project: Ginder Creek Trail

Amount: \$ \$15,000.00 Project: Contract: 5995812

Term Period: January 1, 2018 To December 31, 2018

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THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Black Diamond (the "Agency"), whose address is 24301 Roberts Dr.P.O. Box 599 Black Diamond, WA 98010

WHEREAS, the Agency is either a public agency or a non-profit organization that provides youth or amateur sports opportunities or are acts as a fiscal sponsor for such project;

WHEREAS, King County has selected the identified Agency to receive a Youth and Amateur Sports Fund ("YASF") Grant award to assist in projects that provide increased athletic opportunities for the citizens of King County, Washington;

WHEREAS, the Agency shall utilize the award to address an athletic need in King County; and

WHEREAS, King County is authorized to administer the YASF grant project and enter into agreements for the use of King County funds by public agencies or not-for-profit organizations to provide a service to the public under King County Ordinance 18409;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<input checked="" type="checkbox"/>	Scope of Services	Attached hereto as Exhibit I
<input checked="" type="checkbox"/>	Budget	Attached hereto as Exhibit II

2. TERM OF CONTRACT

This Agreement shall commence on January 1, 2017, and shall expire on the December 31, 2018, unless extended or earlier terminated, pursuant to the terms and conditions of this Agreement.

3. PREMISES

This grant project is located at:  
24915 Roberts Drive,

4. PARTIES

All communication, notices, coordination, and other tenets of this Agreement shall be managed by:

On behalf of County:

Butch Lovelace, YSFG Project Manager  
King County Parks and Recreation Division  
201 South Jackson Street, Suite 700  
Seattle, WA 98104-3855

Email: [butch.lovelace@kingcounty.gov](mailto:butch.lovelace@kingcounty.gov)  
Phone: 206.477.4577

On behalf of Agency:

Seth Boettcher Public Works Director  
24301 Roberts Dr. P.O. Box 599,  
Black Diamond, WA 98010

Email: [sboettcher@blackdiamondwa.gov](mailto:sboettcher@blackdiamondwa.gov)  
Phone: 360-886-5711

5. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Agency for satisfactory completion of the services and requirements specified in this Agreement after the Agency submits an invoice and all accompanying reports as specified in the attached exhibits. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Agency not more than thirty (30) days after a complete and accurate invoice is received.
- B. The Agency shall submit its final invoice and all outstanding reports within fifteen (15) days of the date this Agreement expires or is terminated. If the Agency's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.



6. OPERATING BUDGET

When a budget is attached hereto as **Exhibit II**, the Agency shall apply the funds received from the County under this Agreement in accordance with said budget. If, at any time during the Term of this Agreement, the Agency expects that the cumulative amount of transfers among the budget categories, i.e. Project Tasks, may exceed ten percent (10%) of the Agreement amount, then the Agency shall notify County to request approval. Supporting documents necessary to explain fully the nature and purpose of the change(s) and an amended budget must accompany each request for such approval. County approval of any such amendment shall not be unreasonably withheld.

7. COMMUNICATION

The Agency shall recognize County as a fiscal sponsor for the grant project in the following manner:

- A. Events: The Agency shall invite and recognize “King County Parks” at all events promoting the project, and at the final project dedication.
- B. Community Relations: The Agency shall recognize “King County Parks” as a fiscal sponsor in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

8. PRIORITY OF USE; PUBLIC ACCESS; SCHEDULING

These funds are provided for the purpose of developing and/or project sports activities for, but not exclusively serving, persons under 21 years of age, and low and moderate income communities within King County. Fees for the project shall be no greater than those generally charged by public operators or project providers in King County.

9. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

10. MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and project records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

11. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Project upon reasonable notice during normal business hours.

12. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

13. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.
- B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

14. TERMINATION

- A. The County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing the Agency ten (10) days advance written notice of the termination.
- B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.
- C. Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

15. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Agency understands, acknowledges, and agrees that the County shall



not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

16. HOLD HARMLESS AND INDEMNIFICATION

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or the Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;
- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Agency in conjunction with this Agreement. **The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement.**

17. INSURANCE

- A. Liability Insurance Requirements. Notwithstanding any other provision within this Agreement, the Agency and its subcontractors shall procure and maintain coverage and limits for no less than the following:

- 1. Commercial General Liability. Insurance Service "occurrence" form CG 00 01 (current edition), to include Products-Completed Operations, insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Agreement. The insurance coverage shall be no less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.

2. Automobile Liability. *If activities require vehicle usage.* Insurance Services form number CA 00 01 (current edition), covering BUSINESS AUTO COVERAGE, Symbol 1 “any auto”. If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million Dollars (\$1,000,000) per occurrence.
  3. Workers Compensation/Stop Gap. *If the recipient or its contractor(s) has/have employees.* Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million Dollars (\$1,000,000) per occurrence.
  4. Professional Liability. *If the grant includes the use of Professional Services.* Professional Liability coverage shall be no less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than Five Thousand (\$5,000) in value, the Agency shall provide “All Risk” Builders Risk or Property coverage for the full replacement value of the project/property built/purchased. King County shall be listed as an additional Loss payee as our interests may appear.
- C. King County and its officers, officials, employees and agents shall be covered as additional insured on Agency’s and its contractor(s’) commercial general liability insurance and, if applicable, commercial auto liability insurance, with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.
- D. To the extent of the Agency's or its contractor's negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance, and shall not benefit either in any way.

The Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.

- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.
- F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best's rating of no less than A-VIII. Within five (5) business days of County's request, Agency must provide a Certificate of Insurance and Additional Insured Endorsement(s) (CG 20 10 11/85 or its equivalent) to the County. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.
- G. If the Agency is a municipal corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.
- H. **The Agency's duties under this Section shall survive the expiration or earlier termination of this Agreement.** The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in Section 8, the Agency shall maintain



insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this Section.

18. ANTI-DISCRIMINATION

King County Code chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, religion, national origin, sexual orientation, gender identity or expression, marital status or the presence of any sensory, mental, or physical disability unless based upon a bonafide occupational qualification, or age except by minimum age and retirement provisions, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, religion, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part of this Agreement by King County and may result in ineligibility for further King County agreements. [Community Partner Name] shall also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority.

19. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

20. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

21. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and the Agency, the Agency shall be responsible to operate and maintain the completed project at its own sole expense and risk. The Agency shall maintain the completed project in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the project in any way.
- B. The Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds. **The Agency's duties under this Section shall survive the expiration of this Agreement.**

22. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing, and directed to the person specified in Section 4 of this Agreement. Any such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall be deemed to have been given on the date of transmission. Either party may change its address, fax number, email address, or the name of the person indicated as the recipient by notice to the other in the manner aforesaid.

23. ASSIGNMENT

The Agency shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. The Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

24. CONTRACT AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. Either party may request changes to this Agreement. No modifications or amendment of this Agreement shall be valid or effective unless evidenced by an Agreement in writing signed by the Parties.

25. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

26. TAXES

The Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and the Agency will not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.



27. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

28. PARAGRAPH HEADINGS

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

29. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

30. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, the County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

31. SINGULAR AND PLURAL

Wherever the context will so require, the singular will include the plural and plural will include the singular.

32. PERMITS AND LICENSES

The Agency shall design, develop and construct the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Agency at its sole expense and liability. The Agency shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project,

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

34. POLICE POWERS OF THE COUNTY

Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

35. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY

City of Black Diamond

FOR

King County Executive

Signature

Date

NAME (Please type or print), Title

Date



## Ginder Creek Trail

---

*2017-2018 Youth and Amateur Sports Grants*

### ***City of Black Diamond***

---

24301 Roberts Dr.  
P.O. Box 599  
Black Diamond, WA 98010

O: 360-886-5700

### ***Mr. Seth Boettcher***

---

24301 Roberts Dr.  
P.O. Box 599,  
Black Diamond, WA 98010

sboettcher@blackdiamondwa.gov  
O: 360-886-5711

## Application Form

---

Welcome to the YASF Grant Application. As the applicant you are responsible for understanding all application requirements and definitions and submitting the application correctly. Grant funds can not be disbursed without a completed application. **Note: Do not leave any answer blank.** Respond with "N/A" or the numeric "0" when a question does not apply to you. If you need further explanation or assistance please contact Minerva Humphrie at 206-263-5731 or [mhumphrie@kingcounty.gov](mailto:mhumphrie@kingcounty.gov)

### Project Title\*

Be concise. For example, Oak Tree Park Basketball Court

Ginder Creek Trail

## Project Timeline

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### Project Start Date

02/05/2018

### Close Date.

05/23/2019

## Project Logistics

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### Upload Your Organization's W-9

Please click the link here: [King County W-9 Request Form](#) to access a blank W-9 form. Then complete, save and upload back to us using the "Upload a file" feature below. **IT IS VERY IMPORTANT THAT YOU USE THE KING COUNTY W-9 FORM DOCUMENT FROM THE LINK ABOVE IN THE UPLOAD FEATURE.** We will not accept any other form.

signed KC W-9.pdf

### Project Description

Briefly describe the facility including such characteristics as size/square footage, surfaces, materials and lighting among others. Please note any design features that are unique or helpful in understanding the project. Also note if it is a new construction or renovation and if any partners are involved and what their roles will be.

The project is a new 8 foot wide, gravel surfaced, pedestrian, trail providing public access to Ginder Creek and public Ginder Creek conservation property and providing a pedestrian short cut from the main population center to the library. A portion of the trail will have to be an elevated board walk for about 150 feet over some wetland. The total planned trail length is about 1300 feet. The City plans to design and construct as much of the trail as they can with the available grant and city funds. The City intends to design and permit the project and then put the construction of the trail or portion of the trail out to public bid.

**Project (Location) Address\***

**This Question is Required, Do Not Leave Blank.** If the program we are funding is held at a different location other than the listed address of the organization, please provide that address.

If Program location is the same as the organization location please write "**Same As Organization**" in the top field. You can then skip, City, State and Zip

24915 Roberts Drive

**City**

Black Diamond

**State**

WA

**Zip Code**

98010

**Organization Description**

Give a well defined description of your organization's mission and the program that the grant will support.

The city's mission is to provide a variety of indoor and outdoor recreation space and well maintained facilities to connect citizens with the joy of physical activity, the refreshment from nature and the community spirit of learning Black Diamond history.

One program to meet this mission is a system of outdoor trails and sidewalks. The council's top priority park and trail project has been the Ginder Creek Trail which will provide a short cut link from east population center to the library from Morgan Street to Roberts Drive along Ginder Creek and provide public access to Ginder Creek conservation property. This grant will provide the financial boost to move the Ginder Creek Trail forward to the design and construction phase.

**Community & Equity Impact**

Briefly describe the demographics and characteristics of the participants and how the project will affect/serve them. Describe how the project addresses a deficiency or need in the community.

Although no specific data has been collected on demographics, the trail users are expected to be very similar to the local demographics. The City is expecting the trail to be utilized by young, middle aged and the elderly. The City is hoping that the increased pedestrian connectivity will increase citizens walking for exercise, to the library, to city hall, to the school or just to enjoy the outdoors.

**Project Management & Evaluation**

Describe how the project will be managed and any expertise necessary to complete the project. Also identify necessary permits and what steps have been initiated to obtain them. Include how the facility will be maintained to a safe and playable standard post construction.

Seth Boettcher, P.E., Public Works Director will provide the engineering and the overall project management for the Trail. Scott Hanis, Capital Project and Program Manager, will provide the Grant Administration, contract and public bid preparation and project administration. The wetlands have already

been identified, classified and mapped. The City will need to hire a wetland consultant to provide a wetland and buffer mitigation plan in order to obtain a sensitive areas permit. The City's Operations and Maintenance Superintendent will provide the project construction inspections.

The City's Park department already maintains about a 1/2 mile of trail. This project will add another 1/4 mile of trail to their maintenance duties.

### **Does your proposed project comply with the Americans with Disabilities Act (ADA)?**

Please refer to the federal access board on accessibility design at: <https://www.access-board.gov/> or contact YASF Program staff if you have questions.

Yes

### **Schematic Plan**

You are encouraged to include an **Upload** of your schematic plan. We would also love a "Before Picture" of your project.

doc03573820171221151834.pdf

## ***Project - Financial Information***

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### **Budget Information Requested**

Please access the budget worksheet here: [Budget Worksheet Form](#). Print it out, Once you have completed saved it, please upload a PDF copy to us by clicking the **Upload** button below.

**IMPORTANT** - This same budget form should be used for tracking the budget and submitted if requesting reimbursement, either in part or whole, and updated through the life of the grant. It is used for all stages of the grant; the application, grant agreement submittal, and reimbursement request.

**NOTE** - We request that your budgeted amount for Administrative cost to not exceed 15% of the total grant amount.

City of Black Diamond - Ginder Creek Trail - Budget.xls

### **Grant Amount Awarded**

\$15,000.00

### **Additional Funding**

If your program has received funding from an additional source please enter amount here.

\$73,939.00

### **Total Funded**

\$88,939.00

### **Total Expense**

**Please Note: Total Funded and Total Expenses should match!**

\$88,939.00


## File Attachment Summary

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### ***Applicant File Uploads***

- signed KC W-9.pdf
- doc03573820171221151834.pdf
- City of Black Diamond - Ginder Creek Trail - Budget.xls



 <b>KING COUNTY SUBSTITUTE W-9</b>	<b>Request for Taxpayer Identification number and Certification</b>	<b>Give form to King County. Do not send to IRS.</b>
<b>Name (as shown on Invoice)</b> City of Black Diamond		
<b>Business Type</b> <input type="checkbox"/> Association <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Division <input checked="" type="checkbox"/> Government <input type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company: Enter tax classification (C=C-Corporation, S=S-Corporation, P=Partnership) <input type="checkbox"/> Non Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Trust/Estate		
<b>Business Registration Information</b> Enter where you are registered to do business and the corresponding State Registration Number State: WA    Registration Number: 601140632		
<b>Purchasing Location Information</b> Physical Address 24301 Roberts Drive, Suite B City, State, and Zip Black Diamond, WA 98010		
<b>Remittance Information</b> Remit Address (if different than above) P.O. Box 599 City, State, and Zip Black Diamond, WA 98010		
<b>Tax Reporting Name and Tax Identification Number or Social Security Number</b> Enter your Tax reporting Name and address. The Tax Identification number provided must match the name given on the "Tax Reporting Name" line. For individuals, this is your social security number (SSN). Tax Reporting Name City of Black Diamond Tax Reporting Address P.O. Box 599, Tax Reporting City, State, and Zip Black Diamond, WA 98010 Tax Identification Number, Employer Identification Number or Social Security Number: 9 1 6 0 1 6 2 0 4		
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct tax reporting name and identification number. 2. I am a U.S. citizen, U.S. person or U.S. Business Entity. 3. I am not subject to backup withholding due to failure to report interest and dividend income. 4. I am exempt from FATCA reporting. <b>Certification instructions.</b> If you are not a U.S. citizen, U.S. person or U.S. Business Entity, you must cross out item 2 above. You will need to provide a completed King County W9 form as well as a copy of your W-8. Sign Here ▶ <u>Seth Boettcher</u> Public Works Director Print Name of Signer    Seth Boettcher    Date Signed    6-26-17		



# King County



King County, Fieldometry International Corp., Lot lines approximate. No legal use.

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 12/21/2017



**King County**  
**GIS CENTER**



### YASF Project Budget

Project Name: Black Diamond Ginder Creek Trail		Project Funding		
Project Tasks	Project Costs	Additional Funding		YASF Grant
		Committed	Pending	Request
Administration	\$5,000	\$5,000		\$0
Design/Permit/Bidding	\$9,000	\$9,000		\$0
Construction & Installation	\$37,470	\$29,970		\$7,500
Materials	\$37,470	\$29,970		\$7,500
<b>Project Cost Total</b>	<b>\$88,940</b>			
<b>Subtotals:</b>		<b>Committed</b>	<b>Pending</b>	<b>YASF Grant</b>
		\$73,940	\$0	\$15,000
<b>Totals:</b>		<b>PROJECT MATCH PROVIDED</b>		<b>YASF Grant</b>
		\$88,940		\$73,940
				\$15,000

**Scott Hanis**

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**From:** King County Parks <administrator@grantinterface.com>  
**Sent:** Monday, January 29, 2018 12:07 PM  
**To:** Seth Boettcher  
**Cc:** mhumphrie@kingcounty.gov  
**Subject:** Your YASG Grant Agreement is Ready for your signature

Congratulations! On behalf of the Youth & Amateur Sports Grant Program, I am pleased to inform you that a grant has been awarded your organization

On your YASG Grant Dashboard is a City of Black Diamond - Ginder Creek Trail Grant Agreement for Signature. Please login into the system, download, print, sign and scan the grant agreement back to me as soon as possible to [mhumphrie@kingcounty.gov](mailto:mhumphrie@kingcounty.gov). Once we receive the signed agreement we will sign and place an executed copy on your dashboard. I will also be placing a Grant Cover Letter", a "Reimbursement Instructions Form" and a "Reimbursement Request Form" on your dashboard if you find that you will later need them.

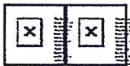
If you have further questions after reviewing the Grant Agreement document which is now located on your dashboard, please contact me via e-mail or telephone using the information below.

King County Parks is very pleased to be partnering with you and we look forward to celebrating milestones. I can be reached via e-mail or telephone using the information below if you or other project members have any questions.

Thank you,

Minerva Humphrie  
Grant Administrator II

206-263-5731



[mhumphrie@kingcounty.gov](mailto:mhumphrie@kingcounty.gov)

# 2018 BLACK DIAMOND FINAL BUDGET

## Fund 310 - General Government Capital Projects

Project Name	Project		Source of Revenue					Source of Expenditures		
	#	Note	Beg C&I	REET I Trf In	Grants	Trails Rev/Trf In	Total Revenue	Expenditure	Trf Out	Total Expenditure
1 Ginder Creek Trails	P1		64,939		15,000	9,000	88,939	88,939		88,939
2 Grant Matching	P3			2,500			2,500	2,500		2,500
3 Parks Plan Update	P4	Update		20,000			20,000	20,000		20,000
4 Cemetery Niche Wall	P6			20,000			20,000	20,000		20,000
5 - Additional for Wall	Add	Update		5,000			5,000	5,000		5,000
6 Fire Engine	F1			85,000		475,000	560,000	560,000		560,000
7 Police Technology	L1			25,000			25,000	25,000		25,000
8 General Government Technology	G1			25,000			25,000	25,000		25,000
9 - Additional Technology	Add	Update		20,000			20,000	20,000		20,000
10 General Government Renovation	G2			5,000			5,000	5,000		5,000
11 Total Gen Govt Projects			64,939	207,500	15,000	484,000	771,439	771,439	0	771,439

## Fund 320 - Public Works Capital Projects

	Project		Source of Revenue					Source of Expenditures		
	#	Note	Beg C&I	REET I Trf In	Grants	Trf In Traf Mit	Total Revenue	Expenditure	Trf Out	Total Expenditure
1 Gen Street Improvements	T1			30,000			30,000	30,000		30,000
2 224th Guardrail @ Cov Creek	T5	Defer					0			0
3 224th Chip Seal	T6	Update		18,000	102,000		120,000	120,000		120,000
4 Roberts Drive Rehabilitation	T8	Defer					0			0
5 232nd Ave SE Asphalt Overlay	T9	Update		30,000	170,000		200,000	200,000		200,000
6 Grant Matching	T13			40,000			40,000	40,000		40,000
7 Lawson St Sidewalks	T14	Defer					0			0
8 Park St Intersection Improv.	TIP4	Update				30,000	30,000	30,000		30,000
9 Total PW Capital Projects				118,000	272,000	30,000	420,000	420,000	0	420,000

## WSFFA Partners - Fund 402 Capital Projects

	Project		Source of Revenue				Source of Expenditures				
	#	Note	Beg C&I	Grants	Partners	Total Revenue	Expenditure	Trf Out	Total Expenditures	Ending Fund Balance	Total Uses
1 WSFFA Deposit			70,000			70,000				70,000	70,000
2 Supply Pipes & Pumps	W2	Update			1,572,000	1,572,000	1,572,000		1,572,000		1,572,000
3 Trans Main to City	W2	Update			280,000	280,000	280,000		280,000		280,000
4 Spring Source Rehab	W2	Update			165,000	165,000	165,000		165,000		165,000
5 Total WSFFA Projects			70,000	0	2,017,000	2,087,000	2,017,000		2,017,000	70,000	2,087,000

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date:</b> March 15, 2018	<b>AB18-044</b>
<b>Resolution No 18-1237, approving a Software License agreement with Vision Municipal Solutions to utilize their Accounts Receivable software.</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$1,250	Public Works – Seth Boettcher	
Fund Source: -2018 Budget-	Court – Stephanie Metcalf	
Timeline:		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 18-1237; Agreement</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>The City has an opportunity to utilize the Accounts Receivable software program from Vision Municipal Solutions. Our current Accounts Receivable software program is no longer being supported and does not currently integrate with our other Financial Software products. This Vision product will support integration with our other Vision software products and will also allow other city departments the flexibility to integrate with the financial software.</p> <p><b>FISCAL NOTE (Finance Department):</b> Funds have been included in the 2018 Budget for the Accounts Receivable software.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance Committee reviewed the agreement and recommended this item be forwarded to Council for approval.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to adopt Resolution 18-1237, approving the Software license agreement with Vision Municipal Solutions to utilize their Accounts Receivable software product.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 15, 2018		



**RESOLUTION NO. 18-1237**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE  
LICENSE AGREEMENT WITH VISION MUNICIPAL  
SOLUTIONS FOR FINANCIAL REPORTING SOFTWARE**

**WHEREAS**, the City Finance Department requires certain financial software to function efficiently and to meet its reporting requirements for accounts receivable; and

**WHEREAS**, the City's existing receivables software from QuickBooks is failing and does not integrate with other City systems; and

**WHEREAS**, Vision Municipal Solutions, LLC, offers a "Vision Receivables" product that will integrate with the City's other software products and account numbers; and

**WHEREAS**, Finance staff has concluded that no other provider can supply receivables software that will integrate with the City's other software and account numbers; and

**WHEREAS**, the City has funds available in the 2018 City Budget to procure the required "Vision Receivables" software; and

**WHEREAS**, Vision Municipal Solutions, LLC, is willing to license the City to use its "Vision Receivables" software on favorable terms and conditions, as shown in 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 software license agreement between the City and Vision Municipal Solutions, LLC, in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,  
AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF MARCH 2018.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

---

Brenda L. Martinez, City Clerk



Vision Municipal Solutions, LLC  
 PO Box 28429  
 Spokane, WA 99228  
 Phone (509) 315-8845 Fax (888) 223-6007  
 Website: www.visionms.net Email: info@visionms.net

## Vision Software and Professional Services for: The City of Black Diamond

### Software:

Vision Receivables

Existing Client Discount

Total Software

### Cost

\$1,800.00

-\$ 800.00

\$1,000.00

### Software Assurance

\$150.00

### Professional Services:

Configuration of Microsoft SQL Server

Training

Total Professional Services

Included

\$250.00

\$250.00

**GRAND TOTAL    \$1,250.00**

### Contract Notes:

1. Microsoft SQL Server 2012 Standard Edition or higher is required for Software. If the Licensee owns Microsoft SQL Server, this can be set up for Software. If Licensee needs to purchase Microsoft SQL Server 2016, the approximate cost is \$800 for the initial license and \$180 for each additional user.
2. Sale of Software is subject to the below described Software License Agreement.

*Pricing Valid for 90 days*



Vision Municipal Solutions, LLC  
PO Box 28429  
Spokane, WA 99228  
Phone (509) 315-8845 Fax (888)223-6007  
Website: [www.visionms.net](http://www.visionms.net) Email: [info@visionms.net](mailto:info@visionms.net)

## Software License Agreement between the City of Black Diamond and Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and the City of Black Diamond ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Receivables" and/or "Vision Reporting Services" (collectively, "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

### 1. License:

Developer hereby grants to Licensee a perpetual, non-exclusive, non-transferable, and irrevocable license to use the Software at the City of Black Diamond, on the terms, and subject to the conditions, set forth herein.

### 2. Restrictions:

Licensee shall not modify Software source code, duplicate, copy, or reproduce Software, or transfer or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

### 3. License Fee:

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$1,000.00 plus any and all applicable sales or use tax.

### 4. Warranty:

A. Developer hereby represents and warrants to Licensee that Developer is the sole owner of the Software or otherwise has the right to grant to Licensee the rights to use Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: www.visionms.net Email:info@visionms.net

##### 5. Annual Software Assurance Program Schedules:

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be will be quoted on a per-job basis at Developer's then hourly rate (currently, \$125.00 per hour, but such rate is subject to change).

In the year of Software installation, the Software Assurance amount listed on page 1, will be pro-rated for the remainder of that year. After the year of Software installation, Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

##### 6. Payment and acceptance:

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

##### 7. Time Payment Schedule:

Licensee has requested a payment plan for Software over a period of 3 years. Developer will bill Licensee in January of each year pursuant to such schedule, including then applicable sales and use tax. Licensee may at any time prepay without penalty or premium all amounts due under the payment plan.

If Licensee elects to terminate its agreement for software and services with Developer, all remaining amounts under the payment plan for Software, if any, are immediately due and payable, along with then applicable sales or use tax. The Software Assurance Program shall then immediately terminate and Developer shall not bill Licensee for any future years, nor shall Developer refund Licensee any amounts. Payment Plan does not include applicable taxes or options.

###### 3 Year Payment Plan

Software Financed \$1,000  
 $\$1,000 \div 3 \text{ years} = \$333.33$

Training \$250  
SQL Configuration Included  
(Billed upon completion of training)

Payment Schedule:  
1st year \$584 + annual assurance  
2nd year \$333 + annual assurance  
3rd year \$333 + annual assurance





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Spokane, WA 99228

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Website: www.visionms.net Email:info@visionms.net

**8. Limitation of Liability:**

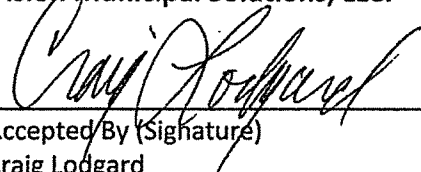
Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee regardless of whether Licensee's claim is based on contract, strict liability, or product liability.

**9. Installation Travel Expenses billed to the customer:**

Licensee shall reimburse Developer for any and all travel expenses associated with the installation of Software at Licensee's site. If Developer uses Developer's vehicles (or Developer's employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for any and all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer's employees are required to stay overnight.

**Acceptance of Agreement:**

Vision Municipal Solutions, LLC.



Accepted By (Signature)

Craig Lodgare

Printed Name

Managing Member

Title:

02/13/2018

Date

City of Black Diamond

Accepted By (Signature)

Printed Name

Title

Date