



CITY OF BLACK DIAMOND
March 21, 2019 Regular Business Meeting Agenda – REVISED 03/19/19
25510 Lawson St., Black Diamond, Washington

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

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Enumclaw School District FFA Debating Team – Issue of Opening a Mine in Black Diamond

Fire Department – Fire Apparatus 101

CONSENT AGENDA:

- 1) Claim Checks** – March 21, 2019 – Check No. 47293 through 47349 and EFTs in the amount of \$229,879.49
- 2) Payroll** – February 28, 2019 – Check No. 19739 through 19755 and ACHs in the amount of \$307,902.46
- 3) Minutes** – Special Council Meeting of February 21, 2019, Council Meeting of March 7, 2019
- 4) AB19-018** – Ordinance No. 19-1119 Amending Chapter 3.24 of the Black Diamond Municipal Code, Updating the Petty Cash and Change Accounts

Ms. Miller

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:

- 5) AB19-016A** – Continuation on Proposed Ordinance No. 19-1120 Regarding Code Revisions to Chapter 18.50, Accessory Uses and Structures, and Chapter 18.56, Accessory Dwelling Units
(Possible Council action may follow the public hearing)

Ms. Kincaid

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 6) AB19-019** – Resolution No. 19-1298 Approving Oakpointe's Use of the City's Transfer of Development Rights Bank and Executing a TDR Trust Agreement with CCD Partners LLC and Establishing a TDR Transfer Fee

Ms. Kincaid

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Wisnoski
- Councilmember Deady
- Councilmember Oglesbee

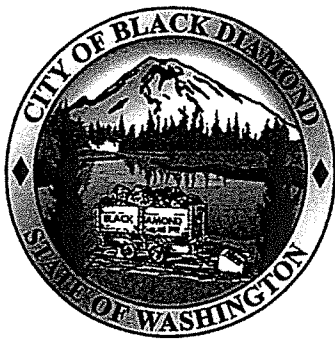
- Councilmember Edelman
- Councilmember Stout

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Date: March 21st, 2019 Council Meeting

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

EFT	February – February EFT Batch for 03/21 Council	02/01/2019 – 02/28/2019	\$ 11,832.42
47293 – 47349	March – 2 nd March Batch for 02/21 Council	03/22/2019	\$ 218,047.07
		TOTAL	\$ 229,879.49

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

May Miller

MAY MILLER, FINANCE DIRECTOR

CAROL BENSON, MAYOR

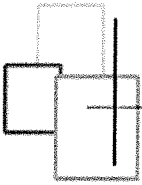
3-14-2019

DATE

DATE

COUNCILMEMBERS

DATE



Register

Fiscal: 2019

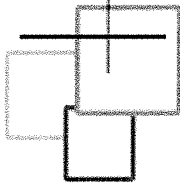
Deposit Period: 2019 - March, 2019 - February

Check Period: 2019 - March - 2nd Mar Batch for 03/21 Council, 2019 - February - February EFT Batch for 03/21 Council

Number	Name	Print Date	Amount
Check			
47293	ADT Security Services (PA)	3/22/2019	\$51.64
47294	Amazon Capital Services, Inc.	3/22/2019	\$212.23
47295	Art Gamblin Motors	3/22/2019	\$656.28
47296	Association of Washington Cities	3/22/2019	\$75.00
47297	Bill's Locksmith Service Inc.	3/22/2019	\$53.09
47298	Black Diamond Auto Parts	3/22/2019	\$381.57
47299	Black Diamond Royal Towing	3/22/2019	\$135.75
47300	CHS/Cenex	3/22/2019	\$4,710.21
47301	City of Black Diamond	3/22/2019	\$1,448.25
47302	City of Issaquah	3/22/2019	\$291.00
47303	Comcast (PA)	3/22/2019	\$399.09
47304	Conner Homes at Ten Trails LLC	3/22/2019	\$123.89
47305	CWB Investments, LLC.	3/22/2019	\$106.69
47306	Datec Incorporated	3/22/2019	\$541.48
47307	Dicks Heating & A/C Inc	3/22/2019	\$549.50
47308	Enumclaw School District	3/22/2019	\$62,264.00
47309	Financial Consultants International Inc	3/22/2019	\$27,257.68
47310	Firestone Complete Auto Care	3/22/2019	\$678.71
47311	Granite Telecommunications	3/22/2019	\$49.75
47312	Greater Maple Valley-Black Diamond Chamber	3/22/2019	\$950.00
47313	Gunderson Law Firm	3/22/2019	\$3,400.00
47314	Home Depot Credit Service	3/22/2019	\$561.13
47315	Honey Bucket/Northwest Cascade Inc.	3/22/2019	\$178.00
47316	HWA GeoSciences Inc.	3/22/2019	\$400.00
47317	Johnsons Home & Garden	3/22/2019	\$260.18
47318	Kenyon Disend, PLLC	3/22/2019	\$20,916.86
47319	King County Finance - I-Net	3/22/2019	\$750.00
47320	King County Finance - Wastewater Treat Div.	3/22/2019	\$52,356.15
47321	King County Prosecuting Attorney	3/22/2019	\$46.09
47322	King County Radio Comm Services	3/22/2019	\$1,609.45
47323	Lakeside Industries	3/22/2019	\$293.22
47324	Larsen Sign Co.	3/22/2019	\$1,659.49
47325	Les Schwab Tire Ctr - MV	3/22/2019	\$157.30
47326	McDonough & Sons, Inc.	3/22/2019	\$2,557.88
47327	Northwest Parking Equipment Co.	3/22/2019	\$422.45

47328	Office Products Nationwide	3/22/2019	\$1,400.47
47329	Olbrechts & Associates, PLLC	3/22/2019	\$1,247.00
47330	Orkin Commercial Services	3/22/2019	\$120.50
47331	Palmer Coking Coal Company	3/22/2019	\$750.00
47332	Parametrix, Inc.	3/22/2019	\$1,431.70
47333	Positive Concepts/ATPI	3/22/2019	\$245.00
47334	Puget Sound Housing Administration, LLC	3/22/2019	\$124.89
47335	Republic Services #176	3/22/2019	\$816.03
47336	RH2 Engineering Inc.	3/22/2019	\$11,675.27
47337	Safe Security	3/22/2019	\$109.96
47338	Severson's Building Maintenance	3/22/2019	\$1,750.00
47339	Shred-It USA LLC	3/22/2019	\$127.27
47340	TRM Wood Products Co. Inc.	3/22/2019	\$24.98
47341	Utilities Underground Location Center	3/22/2019	\$194.04
47342	VenTek International	3/22/2019	\$90.00
47343	Vision Forms, LLC.	3/22/2019	\$669.14
47344	Voice of The Valley	3/22/2019	\$280.00
47345	Washington State Dept. of Corrections	3/22/2019	\$135.00
47346	Washington State Patrol	3/22/2019	\$12.00
47347	Washington State Treasurer	3/22/2019	\$4,906.21
47348	Water Management Laboratories, Inc.	3/22/2019	\$21.00
47349	Williams Scotsman, Inc.	3/22/2019	\$5,412.60
EFT Payment 02/01/2019 1:54:21 PM - 1	Dept of Licensing-Firearms Online	2/1/2019	\$72.00
EFT Payment 02/01/2019 1:55:03 PM - 1	U.S. Postal Service (Black Diamond)	2/1/2019	\$335.53
EFT Payment 02/06/2019 1:55:21 PM - 1	Invoice Cloud	2/6/2019	\$179.70
EFT Payment 02/12/2019 1:55:36 PM - 1	Merchant Card Services / Vantive Holding, LLC	2/12/2019	\$31.40
EFT Payment 02/15/2019 2:17:37 PM - 1	Dept of Licensing-Firearms Online	2/15/2019	\$18.00
EFT Payment 02/19/2019 3:25:31 PM - 1	First Bankcard	2/19/2019	\$5,779.09
EFT Payment 02/20/2019 3:32:12 PM - 1	Dept of Licensing-Firearms Online	2/20/2019	\$54.00
EFT Payment 02/20/2019 3:32:53 PM - 1	US Bank Equipment Finance	2/20/2019	\$1,471.37
EFT Payment 02/21/2019 3:33:09 PM - 1	Washington State Department of Revenue	2/21/2019	\$3,855.33
EFT Payment 02/22/2019 3:38:49 PM - 1	Dept of Licensing-Firearms Online	2/22/2019	\$18.00
EFT Payment 02/26/2019 3:37:31 PM - 1	Dept of Licensing-Firearms Online	2/26/2019	\$18.00
	Total		\$229,879.49

Voucher Directory with Transaction Date



Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
Dept of Licensing-Firearms Online				
	EFT Payment 02/01/2019 1:54:21 PM - 1	2/1/2019	2019 - February - February EFT Batch for 03/21 Council	
	020119 DLFO	Jan 29th Charges 633-000-000-589-90-00-11	DOL- Firearms EFT Payments	
		Concealed Pistol License		\$72.00
	Total 020119 DLFO			\$72.00
	Total EFT Payment 02/01/2019 1:54:21 PM - 1			\$72.00
	EFT Payment 02/15/2019 2:17:37 PM - 1	2/15/2019	2019 - February - February EFT Batch for 03/21 Council	
	021519 DLFO	Feb 12th Charges 633-000-000-589-90-00-11	DOL- Firearms EFT Payments	
		Concealed Pistol License		\$18.00
	Total 021519 DLFO			\$18.00
	Total EFT Payment 02/15/2019 2:17:37 PM - 1			\$18.00
	EFT Payment 02/20/2019 3:32:12 PM - 1	2/20/2019	2019 - February - February EFT Batch for 03/21 Council	
	022019 DLFO	Feb 14th Charges 633-000-000-589-90-00-11	DOL- Firearms EFT Payments	
		Concealed Pistol License		\$54.00
	Total 022019 DLFO			\$54.00
	Total EFT Payment 02/20/2019 3:32:12 PM - 1			\$54.00
	EFT Payment 02/22/2019 3:38:49 PM - 1	2/22/2019	2019 - February - February EFT Batch for 03/21 Council	
	022219 DLFO	Feb 19th Charges 633-000-000-589-90-00-11	DOL- Firearms EFT Payments	
		Concealed Pistol License		\$18.00
	Total 022219 DLFO			\$18.00
	Total EFT Payment 02/22/2019 3:38:49 PM - 1			\$18.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
	EFT Payment 02/26/2019 3:37:31 PM - 1	022619 DLFO	2/26/2019	2019 - February - February EFT Batch for 03/21 Council		
		Feb 21st Charges				
		633-000-000-589-90-00-11		DOL- Firearms EFT Payments		\$18.00
				Concealed Pistol License		\$18.00
		Total 022619 DLFO				\$180.00
	Total EFT Payment 02/26/2019 3:37:31 PM - 1					
Total Dept of Licensing-Firearms Online						
First Bankcard						
	EFT Payment 02/19/2019 3:25:31 PM - 1	Chatterson 4096 021919 PD	2/19/2019	2019 - February - February EFT Batch for 03/21 Council		
		001-000-210-521-10-35-03		Small Tools or Equipment		\$1,553.00
				Scales container for PD vehicle		\$1,553.00
	Total Chatterson 4096 021919					
	EFT Payment 02/19/2019 3:25:31 PM - 1	Colagiovanni 8699 021919 PD	2/19/2019	2019 - February - February EFT Batch for 03/21 Council		
		001-000-214-521-20-48-04		NetMotion Maintenance Mobile Units		\$60.00
				Monthly 2 Factor		\$60.00
	Total Colagiovanni 8699 021919					
	EFT Payment 02/19/2019 3:25:31 PM - 1	Dal Santo 9871 021919 PW	2/19/2019	2019 - February - February EFT Batch for 03/21 Council		
		401-000-000-534-80-31-01		Water Operating Supplies		\$19.23
		Propane				
		401-000-000-534-80-48-02		Water System Rep & Mtc-Ext/Int		\$54.30
		Steel Door				
		401-000-000-534-80-49-03		Training		\$450.00
		Water Class: J. Ross				\$523.53
	Total Dal Santo 9871 021919					
	EFT Payment 02/19/2019 3:25:31 PM - 1	Esping 9037 021919 PW	2/19/2019	2019 - February - February EFT Batch for 03/21 Council		
		001-000-120-512-50-31-00		Operating Supplies		\$38.37
				Folding Table for Court		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number	Title		
	001-000-180-518-50-32-01	Fuel	Fuel-Central Services	\$40.00
	001-000-181-518-30-48-00	Car Wash	Facility-Vehicle Mtc. & Repair	\$7.00
	001-000-191-525-60-31-00	EOC Supplies	Emergency Management Supplies	\$132.21
	001-000-212-521-50-31-00	Propane for Heater	Police Bldg Mtc Sup	\$32.49
	001-000-212-521-50-48-02	CD Vacuum	Police Bldg Repairs & Maintenance	\$8.64
	001-000-240-558-51-31-00	Office Supplies	Office & Operating Supplies	\$173.75
	101-000-000-544-90-31-00	Office Supplies	PW Clearing Acct-Supplies	\$100.07
	101-000-000-544-90-31-00	PW Shop Supplies	PW Clearing Acct-Supplies	\$81.43
	101-000-000-544-90-31-00	De-Icer	PW Clearing Acct-Supplies	\$30.56
	310-000-002-594-18-62-03	Tables	Gen Govt Campus Improvements	\$182.58
	310-000-011-594-18-64-00	IT Cables	General Government Technology	\$179.55
				\$1,006.65
	Total Esping 9037 021919			
	EFT Payment 02/19/2019 3:25:31			
	PM - 1			
	Hershaw 1210 021919	2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
	PD			
	001-000-210-521-10-31-04	Uniform Allowance	PD-Uniforms	\$366.30
	001-000-210-521-10-48-01	Turn Signal Bulbs	PD-Vehicle Maintenance & Repair	\$8.13
				\$374.43
	Total Hershaw 1210 021919			
	EFT Payment 02/19/2019 3:25:31			
	PM - 1			
	Keller 1441 021919	2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
	PD			
	001-000-210-521-10-48-01	Headlights	PD-Vehicle Maintenance & Repair	\$25.42
				\$25.42
	Total Keller 1441 021919			

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
	EFT Payment 02/19/2019 3:25:31		2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
	PM - 1				
	Kiblinger 7383 021919	PD			
		001-000-210-521-10-31-00	PD-Operating Supplies		\$36.82
		CSPA Chief's Meeting: Food			
		001-000-210-521-10-31-00	PD-Operating Supplies		\$45.68
		CSPA Chief's Meeting: Coffee			
	Total Kiblinger 7383 021919				\$82.50
	EFT Payment 02/19/2019 3:25:31		2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
	PM - 1				
	Kincaid 6179 021919	CD			
		001-000-240-558-51-49-00	Training		\$168.00
	Total Kincaid 6179 021919				\$168.00
	EFT Payment 02/19/2019 3:25:31		2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
	PM - 1				
	Lynch 4138 021919	PD			
		001-000-210-521-10-31-00	PD-Operating Supplies		\$328.81
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage		\$35.70
	Total Lynch 4138 021919				\$364.51
	EFT Payment 02/19/2019 3:25:31		2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
	PM - 1				
	Martinez 4360 021919	Clrk			
		001-000-137-514-21-49-01	Workshops and Training		\$419.94
		2019 WA Employment Law & HR Conference			
		001-000-145-518-80-48-00	Repairs & Maintenance		\$174.85
		001-000-180-518-50-49-17	Recognition Awards		\$59.68
		Staff Appreciation Luncheon			
		001-000-180-518-50-49-17	Recognition Awards		\$39.52
		Staff Appreciation Luncheon			
	Total Martinez 4360 021919				\$693.99
	EFT Payment 02/19/2019 3:25:31		2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
	PM - 1				
	McGraw 9074 021919	PD			
		001-000-210-521-10-31-00	PD-Operating Supplies		\$41.00
		Evidence Labels			
	Total McGraw 9074 021919				\$41.00

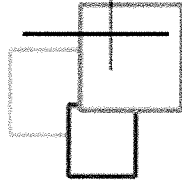
Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
	EFT Payment 02/19/2019 3:25:31				
	PM - 1				
	O'Neill 8528 021919		2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
	Fin				
		001-000-145-518-80-48-00		Repairs & Maintenance	\$400.00
		.Gov Annual Fee			\$400.00
	Total O'Neill 8528 021919				
	EFT Payment 02/19/2019 3:25:31				
	PM - 1				
	Redd 5176 021919		2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
	MDRT				
		001-000-246-558-70-42-00		Postage	\$330.00
		001-000-246-558-70-49-00		Miscellaneous	\$42.84
		001-000-246-558-70-49-00		Miscellaneous	(\$20.00)
		LID Training(refund)			\$352.84
	Total Redd 5176 021919				
	EFT Payment 02/19/2019 3:25:31				
	PM - 1				
	Reed 3197 021919		2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
	IT				
		310-000-011-594-18-64-00		General Government Technology	(\$69.28)
		Returned: Switch/Tax			
		310-000-011-594-18-64-00		General Government Technology	\$310.00
		Switch for New Phone System			
		310-000-011-594-18-64-00		General Government Technology	(\$692.75)
		Returned: Switch for New Phone System			
		310-000-011-594-18-64-00		General Government Technology	\$420.00
		Switch for New Phone System			
		310-000-011-594-18-64-00		General Government Technology	\$42.00
		Switch/Tax			
		310-000-011-594-18-64-00		General Government Technology	\$31.00
		Switch/Tax			\$40.97
	Total Reed 3197 021919				
	EFT Payment 02/19/2019 3:25:31				
	PM - 1				
	Stavano 7166 021919		2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
	PW				
		101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$86.83
	Total Stavano 7166 021919				\$86.83

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
	EFT Payment 02/19/2019 3:25:31 PM - 1	Williamson 7508 021919	2/19/2019	2019 - February - February EFT Batch for 03/21 Council	
		MDRT			
		001-000-246-558-70-49-00		Miscellaneous	\$5.42
	Total Williamson 7508 021919				\$5.42
	Total EFT Payment 02/19/2019 3:25:31 PM - 1				\$5,779.09
	Total First Bankcard				\$5,779.09
	Invoice Cloud				
	EFT Payment 02/06/2019 1:55:21 PM - 1	774-2019_1	1/31/2019	2019 - February - February EFT Batch for 03/21 Council	
		Jan 2019 Charges			
		001-000-210-521-10-49-04		PD-Bank Analysis Fees/Merch CC Fees	\$25.00
		001-000-240-558-51-49-05		Bank Analysis Fees/Merch CC Fees	\$25.00
		401-000-000-534-80-49-50		Bank Analysis Fees/Merch CC/ Lien Fees	\$59.66
		407-000-000-535-80-49-50		Bank Analysis Fees/Merch CC/ Lien Fees	\$59.66
		410-000-000-531-10-49-50		Bank Analysis Fees/Merch CC/ Lien Fees	\$10.38
		UB Storm Online Portal & Misc			
	Total 774-2019_1				\$179.70
	Total EFT Payment 02/06/2019 1:55:21 PM - 1				\$179.70
	Total Invoice Cloud				\$179.70
	Merchant Card Services / Vantive Holding, LLC				
	EFT Payment 02/12/2019 1:55:36 PM - 1	020619 MCS	3/11/2019	2019 - February - February EFT Batch for 03/21 Council	
		Jan 2019 Services			
		001-000-270-576-80-49-01		Bank Analysis Fees/Merch CC Fees	\$31.40
		Lake Sawyer Pay Station			
	Total 020619 MCS				\$31.40
	Total EFT Payment 02/12/2019 1:55:36 PM - 1				\$31.40
	Total Merchant Card Services / Vantive Holding, LLC				\$31.40

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
U.S. Postal Service (Black Diamond)	EFT Payment 02/01/2019 1:55:03 PM - 1	020119 USPS BD	2019 - February - February EFT Batch for 03/21 Council		
			Jan 2019 UB Bulk Postage		
			401-000-000-534-80-42-01	Postage	\$154.34
			407-000-000-535-80-42-01	Postage	\$154.34
			410-000-000-531-10-42-01	Postage	\$26.85
			Total 020119 USPS BD		\$335.53
			Total EFT Payment 02/01/2019 1:55:03 PM - 1		\$335.53
			Total U.S. Postal Service (Black Diamond)		\$335.53
US Bank Equipment Finance	EFT Payment 02/20/2019 3:32:53 PM - 1	374889749	2019 - February - February EFT Batch for 03/21 Council		
			01/20-02/20 Copier Rental		
			001-000-210-521-10-45-00	PD-Lease Payments - US Bank/Copier	\$193.03
			Pool 2 - PD		
			001-000-248-518-20-45-03	MDRT-Copier Costs	\$193.03
			Pool 2 - MDRT		
			001-000-254-518-20-45-04	Facilities Copier Maint Lease	\$0.69
			Sales & Use Tax		
			001-000-254-518-20-45-04	Facilities Copier Maint Lease	\$960.82
			Pool 1 - CH		
Washington State Department of Revenue	EFT Payment 02/21/2019 3:33:09 PM - 1	022119 DOR	2019 - February - February EFT Batch for 03/21 Council		
			Jan 2019 Excise Tax Return		
			001-000-280-536-20-49-05	Cemetery Sales Excise Tax	\$1.50
			Cemetery B&O Tax		
			401-000-000-534-80-44-01	State of WA Utility Excise Tax	\$2,852.05
			Water Utility Tax		
			Total 374889749		\$1,471.37
			Total EFT Payment 02/20/2019 3:32:53 PM - 1		\$1,471.37
			Total US Bank Equipment Finance		\$1,471.37

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
	Account Number	Name	Title		
	401-000-000-534-80-44-01	Water B&O Tax	State of WA Utility Excise Tax	\$146.59	
	407-000-000-535-80-44-01	Sewer Utility Tax(KC Credit)	State of WA Excise Tax	(\$2,016.76)	
	407-000-000-535-80-44-01	Sewer Utility Tax	State of WA Excise Tax	\$2,728.19	
	410-000-000-531-10-44-01	Storm B&O Tax	State of Wa Excise Tax	\$143.76	
	Total 022119 DOR			\$3,855.33	
	Total EFT Payment 02/21/2019 3:33:09 PM - 1			\$3,855.33	
	Total Washington State Department of Revenue			\$3,855.33	
	Vendor Count 7			Grand Total	\$11,832.42

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Account Number	Title	Void Amount
ADT Security Services (PA)							
47293	694235963		2/25/2019	2019 - March - 2nd Mar Batch for 03/21 Council			
		03/12/19-04/11/19 Services					
		001-000-248-518-20-49-02		MDRT Bldg Security Costs			\$20.66
		001-000-254-518-20-49-00		Facilities Security			\$30.98
		Total 694235963					\$51.64
		Total 47293					\$51.64
Total ADT Security Services (PA)							
Amazon Capital Services, Inc.							
47294	1CX4-WT6D-KNCK	Admin	3/8/2019	2019 - March - 2nd Mar Batch for 03/21 Council			
		001-000-180-518-50-31-00		Office Supplies			\$28.24
		Office Supplies		Office Supplies City Hall			\$28.24
	Total 1CX4-WT6D-KNCK						
47294	1MT9-LGQN-61T6	Admin	3/7/2019	2019 - March - 2nd Mar Batch for 03/21 Council			
		001-000-180-518-50-31-00		Office Supplies			\$20.62
		Batteries		Office Supplies City Hall			\$20.62
	Total 1MT9-LGQN-61T6						
47294	1WKP-Y3JX-9P77	PW	2/20/2019	2019 - March - 2nd Mar Batch for 03/21 Council			
		401-000-000-534-80-48-02		Water System Rep & Mtc-Ext/Int			\$163.37
		Water Heater					\$163.37
	Total 1WKP-Y3JX-9P77						\$212.23
	Total 47294						\$212.23
Total Amazon Capital Services, Inc.							

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Art Gamblin Motors					
47295	275399	PD 2008 Chevy Impala	3/7/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		001-000-210-521-10-48-01			
		Unit 26		PD-Vehicle Maintenance & Repair	\$656.28
	Total 275399				
Total 47295					\$656.28
Total Art Gamblin Motors					
Association of Washington Cities					
47296	70499	Labor Relations Institute 2019	3/7/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		001-000-137-514-21-49-01			
		Optional Materials Binder		Workshops and Training	\$75.00
	Total 70499				
Total 47296					\$75.00
Total Association of Washington Cities					
Bill's Locksmith Service Inc.					
47297	118547	Gym Locks	2/21/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		001-000-270-575-51-48-00			
				Gym Facility Repair & Maintenance	\$53.09
	Total 118547				
Total 47297					\$53.09
Total Bill's Locksmith Service Inc.					
Black Diamond Auto Parts					
47298	435856	CD	2/6/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		001-000-240-558-51-48-02			
				Repair & Maintenance of Vehicles	\$24.95
	Total 435856				
					\$24.95

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47298	435890	2/7/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		PW			
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint		\$356.62
	Total 435890				\$356.62
	Total 47298				\$381.57
	Total Black Diamond Auto Parts				\$381.57
	Black Diamond Royal Towing				
47299	29057	2/22/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		PD Towing			
		001-000-210-521-10-49-06	PD-Towing Services		\$135.75
	Total 29057				\$135.75
	Total 47299				\$135.75
	Total Black Diamond Royal Towing				\$135.75
	CHS/Cenex				
47300	124244 022819	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Feb 2019 City Fuel			
		001-000-181-518-30-32-00	Fuel		\$254.61
		001-000-240-558-51-32-00	Fuel		\$48.60
		001-000-246-558-70-32-00	Fuel		\$32.40
		001-000-246-558-70-32-00	Fuel		\$220.99
		001-000-270-576-80-32-00	Fuel		\$83.61
		001-000-280-536-20-32-00	Fuel		\$41.81
		101-000-000-543-50-32-00	Fuel		\$459.87
		401-000-000-534-80-32-00	Fuel		\$501.66
		407-000-000-535-80-32-00	Fuel		\$501.66
		410-000-000-531-10-32-00	Fuel		\$2,646.87
	Total 124244 022819				
47300	128275 022819	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Feb 2019 PD Fuel			
		001-000-270-576-80-32-00	Fuel		\$82.53
		001-000-280-536-20-32-00	Fuel		\$41.27
		101-000-000-543-50-32-00	Fuel		\$453.93
		401-000-000-534-80-32-00	Fuel		\$495.20
		407-000-000-535-80-32-00	Fuel		\$495.20

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

	410-000-000-531-10-32-00	Fuel			\$495.21
Total 128275 022819					\$2,063.34
Total CHS/Cenex					\$4,710.21
City of Black Diamond					\$4,710.21

47301	022819 COBD	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
Feb 2019 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		\$67.11
	001-000-212-521-50-47-03	2470.0 Police Storm	Stormwater		\$95.00
	001-000-248-518-20-47-01	2498.0 City Hall-MDRT (40%)	MDRT BD Wtr, Swr, Storm		\$51.12
	001-000-254-518-20-47-00	2498.0 City Hall (60%)	Facilities-Utilities		\$76.69
	001-000-270-575-30-47-01	2070.0 Museum-Water/Sewer	Museum Water/Sewer/Storm		\$103.29
	001-000-270-575-30-47-01	1399.5 Museum-Storm	Museum Water/Sewer/Storm		\$38.00
	001-000-270-575-51-47-01	1399.1 Gym-Stormwater	Gym-Stormwater		\$38.00
	001-000-270-575-51-47-02	1399.0 Gym-Sewer	Gym-Sewer		\$67.11
	001-000-270-575-51-47-03	1399.0 Gym-Water	Gym-Water		\$66.33
	001-000-270-576-80-47-01	1582.0 Eagle Creek-Water	Water		\$35.63
	001-000-270-576-80-47-01	1045.0 PW Shops-Water	Water		\$3.02
	001-000-270-576-80-47-01	2306.0 Coal Car-Water	Water		\$35.63
	001-000-270-576-80-47-02	1045.0 PW Shops-Sewer	Sewer		\$5.36

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
	001-000-270-576-80-47-03		1045.0 PW Shops-Storm	Stormwater	\$13.68
	001-000-270-576-80-47-03		1399.2 Boat Launch-Storm	Stormwater	\$114.00
	001-000-280-536-20-47-01		1457.0 Cemetery-Water	Water	\$35.63
	001-000-280-536-20-47-01		1045.0 PW Shops-Water	Water	\$0.76
	001-000-280-536-20-47-02		1045.0 PW Shops-Sewer	Sewer	\$1.34
	001-000-280-536-20-47-03		1045.0 PW Shops-Storm	Stormwater	\$3.42
	001-000-530-522-10-47-01		2200.0 Fire Dept-Water	Water	\$35.66
	001-000-530-522-10-47-02		2200.0 Fire Dept-Sewer	Sewer	\$67.11
	001-000-530-522-10-47-03		1399.4 Fire Dept.-Storm	Stormwater	\$47.50
	101-000-000-543-50-47-01		2983.0 Railroad Ave Irrig.	Water	\$35.63
	101-000-000-543-50-47-01		1045.0 PW Shops-Water	Water	\$5.68
	101-000-000-543-50-47-02		1045.0 PW Shops-Sewer	Sewer	\$10.07
	101-000-000-543-50-47-03		1045.0 PW Shops-Storm	Stormwater	\$25.65
	401-000-000-534-80-47-01		1045.0 PW Shops-Water	Water	\$9.47
	401-000-000-534-80-47-02		1045.0 PW Shops-Sewer	Sewer	\$16.78
	401-000-000-534-80-47-03		1045.0 PW Shops-Storm	Stormwater	\$42.75
	407-000-000-535-80-47-01		1045.0 PW Shops-Water	Water	\$9.47
	407-000-000-535-80-47-02		1045.0 PW Shops-Sewer	Sewer	\$16.78
	407-000-000-535-80-47-03		1399.3 Sewer Lagoon-Storm	Stormwater	\$114.00
	407-000-000-535-80-47-03		1045.0 PW Shops-Storm	Stormwater	\$42.75
	410-000-000-531-10-47-01		1045.0 PW Shops-Water	Water	\$9.47

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number	Title	
		410-000-000-531-10-47-02	Sewer	\$16.78
		1045.0 PW Shops-Sewer		
		410-000-000-531-10-47-03	Stormwater	\$42.75
		1045.0 PW Shops-Storm		
	Total 022819 COBD			
Total 47301				\$1,448.25
Total City of Black Diamond				\$1,448.25
City of Issaquah				\$1,448.25
47302	19000205	2/8/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Jan 2019 Jail Housing		
		001-000-211-523-60-49-00	Jail Costs	\$291.00
		3 days		
	Total 19000205			
Total 47302				\$291.00
Total City of Issaquah				\$291.00
Comcast (PA)				\$291.00
47303	77746018	3/1/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Mar 2019 Services		
		001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs	\$55.87
		001-000-254-518-20-42-00	Facilities-Telephones	\$239.45
		101-000-000-542-30-42-01	Telephone/DSL/Radios	\$25.94
		401-000-000-534-80-42-00	Telephone/DSL/Radios	\$25.94
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$25.94
		410-000-000-531-10-42-00	Telephone/DSL/Radios	\$25.95
	Total 77746018			\$399.09
Total 47303				\$399.09
Total Comcast (PA)				\$399.09
Conner Homes at Ten Trails LLC				\$399.09
47304	030119 CHTT	3/1/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Water Refund: Acct 4635.19		
		401-000-000-343-40-00-01	Water Charges	\$123.89

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount	
		Account Number	Name	Title		
		New Owner Effective 03/01/19				
	Total 030119 CHTT					
	Total 47304					\$123.89
	Total Conner Homes at Ten Trails LLC					\$123.89
	CWB Investments, LLC.					\$123.89
	47305	030119 CWB	3/1/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Water Refund: Acct 3913.0				
		401-000-000-343-40-00-01				
		Water Charges				\$106.69
		New Owner Effective 03/01/2019				\$106.69
	Total 030119 CWB					\$106.69
	Total 47305					\$106.69
	Total CWB Investments, LLC.					\$106.69
	Datec Incorporated					\$106.69
	47306	34039	3/7/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		New PD Vehicle				
		510-000-300-594-21-64-00				\$541.48
		Printers for new Vehicles				\$541.48
		Police Vehicles-replace				\$541.48
	Total 34039					\$541.48
	Total 47306					\$541.48
	Total Datec Incorporated					\$541.48
	Dicks Heating & A/C Inc					\$541.48
	47307	216266	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		001-000-212-521-50-48-02				
		Police Bldg Repairs & Maintenance				\$549.50
		Maint & New Thermostat				\$549.50
	Total 216266					\$549.50
	Total 47307					\$549.50
	Total Dicks Heating & A/C Inc					\$549.50

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Enumclaw School District					
47308	022819 ESD	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Feb 2019 Collection			
		637-000-000-589-30-00-00		School Mitigation Fee disbursement	\$62,264.00
		8 fees			
	Total 022819 ESD				\$62,264.00
	Total 47308				\$62,264.00
Total Enumclaw School District					
Financial Consultants International Inc					
47309	16398	3/4/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		New PD Vehicle			
		510-000-300-594-21-64-00		Police Vehicles-replace	\$13,770.41
	Total 16398				\$13,770.41
47309	16403	3/5/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		New PD Vehicle			
		510-000-300-594-21-64-00		Police Vehicles-replace	\$13,487.27
	Total 16403				\$13,487.27
	Total 47309				\$27,257.68
Total Financial Consultants International Inc					
Firestone Complete Auto Care					
47310	068518	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		PD 2017 Ford Interceptor			
		001-000-210-521-10-48-01		PD-Vehicle Maintenance & Repair	\$678.71
	Total 068518				\$678.71
	Total 47310				\$678.71
Total Firestone Complete Auto Care					
Granite Telecommunications					
47311	447673611	3/1/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Mar 2019 Services			
		001-000-248-518-20-42-00		MDRT Telephone, Fax, Internet costs	\$12.44

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name	
		001-000-254-518-20-42-00		Title	
		001-000-254-518-20-42-00		Facilities-Telephones	
	Total 447673611				\$37.31
	Total 47311				\$49.75
	Total Granite Telecommunications				\$49.75
	Greater Maple Valley-Black Diamond Chamber of Commerce				\$49.75
	47312		2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
	11063	Directory			
		001-000-180-558-70-44-00		Advertising-Ec Dev	\$950.00
		2.5 Pages			
	Total 11063				\$950.00
	Total 47312				\$950.00
	Total Greater Maple Valley-Black Diamond Chamber of Commerce				\$950.00
	Gunderson Law Firm				\$950.00
	47313		2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
	1021	Feb 2019 Prosecution Services			
		001-000-151-515-41-41-04		Court Legal-Pros Attorney	\$3,400.00
	Total 1021				\$3,400.00
	Total 47313				\$3,400.00
	Total Gunderson Law Firm				\$3,400.00
	Home Depot Credit Service				\$3,400.00
	47314		3/13/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
	1572492	CD Bld Maint			
		001-000-254-518-20-31-00		Facilities Operating Supplies	\$46.63
	Total 1572492				\$46.63
	47314		3/13/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
	1572493	Gym Repair & Maint			
		001-000-270-575-51-31-00		Gym Operating Supplies	\$86.84
	Total 1572493				\$86.84

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47314	3572373		3/11/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Court Remodel			
	Total 3572373	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$96.47 \$96.47
47314	4012845		2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Gym Locks			
	Total 4012845	001-000-270-575-51-31-00		Gym Operating Supplies	\$129.23 \$129.23
47314	7022078		2/25/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		PW Tools			
	Total 7022078	101-000-000-544-90-35-00		PW Clearing Acct-Small Tools	\$159.64 \$159.64
47314	7022079		2/25/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Gym Repair & Maint			
	Total 7022079	001-000-270-575-51-31-00		Gym Operating Supplies	\$42.32 \$42.32 \$561.13 \$561.13
Total 47314					
Total Home Depot Credit Service					
Honey Bucket/Northwest Cascade Inc.					
47315	0550975251		2/14/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		02/14-03/13 Services			
		001-000-270-576-80-31-00		Portable Restroom Facility	\$89.00
				Parks-Boat Launch Rental: 145291	\$89.00
	Total 0550975251				
47315	0550976170		2/15/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		02/15-03/14 Services			
		001-000-270-576-80-31-00		Portable Restroom Facility	\$89.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
		Lake Sawyer Regional Park: 71400002			
	Total 0550976170				
	Total 47315				
	Total Honey Bucket/Northwest Cascade Inc.				
	HWA GeoSciences Inc.				
	47316	29085	2/23/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Services through 02/23/19			
		001-000-257-558-70-41-05		MDRT Geotech	
		Total 29085			\$400.00
	Total 47316				
	Total HWA GeoSciences Inc.				
	Johnsons Home & Garden				
	47317	433112	1/19/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Court Remodel			
		310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$63.34
		Total 433112			\$63.34
	47317	433163	1/22/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Court Remodel(Retun)			
		310-000-002-594-18-62-03		Gen Govt Campus Improvements	(\$63.34)
		Total 433163			(\$63.34)
	47317	434326	3/6/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Surplus/Sable Repair			
		001-000-181-518-30-48-00		Facility-Vehicle Mtc. & Repair	\$67.49
		Total 434326			\$67.49
	47317	434425	3/11/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Court Remodel			
		310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$3.79
		Total 434425			\$3.79

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47317	434428	3/11/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Court Remodel			
		310-000-002-594-18-62-03	Gen Govt Campus Improvements		\$3.79
	Total 434428				\$3.79
47317	434433	3/11/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		PW Supplies			
		001-000-280-536-20-31-02	Cemetery Operating Supplies		\$23.34
		101-000-000-543-50-35-00	Small Tools & Equipment		\$23.88
		401-000-000-534-80-48-02	Water System Rep & Mtc-Ext/Int		\$14.11
	Total 434433				\$61.33
47317	434495	3/13/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		PW Veh Maint			
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint		\$74.94
	Total 434495				\$74.94
47317	434496	3/13/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Parks			
		001-000-270-576-80-31-03	Parks Operating Supplies		\$48.84
	Total 434496				\$48.84
Total 47317					\$260.18
Total Johnsons Home & Garden					\$260.18
Kenyon Disend, PLLC					
47318	188336	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Capital Projects			
		310-000-004-595-62-63-02	Ginder Creek Trail		\$429.00
		320-000-020-595-30-63-00	Roberts Dr Rehab-Roadway Const		\$484.50
		320-000-020-595-50-63-01	Roberts Dr Rehab-Bridge Const		\$1,479.00
		320-000-020-595-61-63-00	Robert Drive Sidewalk Cost		\$586.50
		410-000-009-595-40-61-02	N. Comm Storm Land pur assoc costs		\$429.54
	Total 188336				\$3,408.54

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47318	188337	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		PDR Requests			
		001-000-150-515-41-41-17	Legal Costs-Public Disc/Oth		\$379.50
	Total 188337				\$379.50
	188338	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
47318		Gen City Services			
		001-000-150-515-41-41-01	Legal Services-General Govt		\$1,443.59
		101-000-000-543-30-41-05	Legal Costs		\$320.80
		401-000-000-534-80-41-04	Legal Svcs		\$481.19
		407-000-000-535-80-41-09	Legal Costs		\$481.19
	Total 188338	410-000-000-531-10-41-01	Legal Costs		\$481.19
					\$3,207.96
47318	188339	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		MDRT			
47318		001-000-257-558-70-41-00	MDRT Legal Services		\$13,646.36
	Total 188339				\$13,646.36
	188340	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Code Enforcement			
		001-000-150-515-41-41-36	Legal Svs-Code Enforcement		\$274.50
	Total 188340				\$274.50
Total 47318					\$20,916.86
Total Kenyon Disend, PLLC					\$20,916.86
King County Finance - I-Net					
47319	11007863	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Feb 2019 KC INet Services			
		001-000-214-521-20-42-01	Police Comm KC I-Net		\$375.00
		PD INet			
		001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs		\$150.00
		MDRT INet			
		001-000-254-518-20-42-00	Facilities-Telephones		\$225.00

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

CH/CD INet

Total 11007863

Total 47319

Total King County Finance - I-Net

King County Finance - Wastewater Treat Div.

47320

30026268

3/1/2019

2019 - March - 2nd Mar Batch for 03/21 Council

Mar 2019 Services

407-000-000-535-80-41-04

Metro Sewer Charges

Total 30026268

Total 47320

Total King County Finance - Wastewater Treat Div.

King County Prosecuting Attorney

47321

022819 KCPA

2/28/2019

2019 - March - 2nd Mar Batch for 03/21 Council

Feb 2019 Remittance

633-000-000-589-90-00-05

Due to Agency-Treasurers Trust Court

Crime Victims

Total 022819 KCPA

Total 47321

Total King County Prosecuting Attorney

King County Radio Comm Services

47322

14372

2/28/2019

2019 - March - 2nd Mar Batch for 03/21 Council

Feb 2019 Services

001-000-214-521-20-41-03

K/C 800 Mhz Radio Costs

Total 14372

Total 47322

Total King County Radio Comm Services

\$750.00
\$750.00
\$750.00

\$52,356.15
\$52,356.15
\$52,356.15
\$52,356.15

\$46.09
\$46.09
\$46.09
\$46.09

\$1,609.45
\$1,609.45
\$1,609.45
\$1,609.45

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Lakeside Industries					
	47323	78507	2/23/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
			101-000-000-542-30-48-00	Street Repair and Maintenance	\$293.22
		Total 78507			\$293.22
Total Lakeside Industries					\$293.22
Larsen Sign Co.					
	47324	25036	3/6/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
			New PD Vehicle		
			510-000-300-594-21-64-00	Police Vehicles-replace	\$1,659.49
		Total 25036			\$1,659.49
Total Larsen Sign Co.					\$1,659.49
Les Schwab Tire Ctr - MV					
	47325	39800354904	2/8/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
			PW Veh Supplies		
			101-000-000-542-30-31-03	Streets Operating Supplies	\$157.30
			Tire Chains		
		Total 39800354904			\$157.30
Total Les Schwab Tire Ctr - MV					\$157.30
McDonough & Sons, Inc.					
	47326	231037	3/9/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
			410-000-000-531-10-41-10	Storm Cap Grant-Svs & Chgs	\$2,557.88
		Total 231037			\$2,557.88
Total McDonough & Sons, Inc.					\$2,557.88

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Northwest Parking Equipment Co.					
47327	020519 NWPEC	2/5/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
	New Pay Station				
	310-000-033-594-76-64-00		Pay Station at Boat Launch		\$422.45
	Paystation Mount				
	Total 020519 NWPEC				\$422.45
	Total 47327				\$422.45
	Total Northwest Parking Equipment Co.				\$422.45
Office Products Nationwide					
47328	1018672-0	1/16/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
	PD				
	001-000-210-521-10-31-00		PD-Operating Supplies		\$534.39
	PD Office Supplies				
	Total 1018672-0				\$534.39
47328	1021356-0	1/31/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
	CD/PW				
	001-000-180-518-50-31-02		Office Supplies PW Bldg Clearing		\$274.75
	PW Office Supplies				
	Total 1021356-0				\$274.75
47328	1026485-0	2/27/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
	MDRT				
	001-000-246-558-70-31-00		Office Supplies		\$141.86
	MDRT Office Supplies				
	Total 1026485-0				\$141.86
47328	1026888-1	3/4/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
	PD				
	001-000-210-521-10-31-00		PD-Operating Supplies		\$45.61
	PD Office Supplies				
	Total 1026888-1				\$45.61

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47328	1027149-0	CH	3/4/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		001-000-180-518-50-31-00	CH Office Supplies	Office Supplies City Hall	\$154.95
	Total 1027149-0				\$154.95
47328	1027150-0	BLD Maint	3/4/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		001-000-254-518-20-31-00	Bldg Maint Supplies	Facilities Operating Supplies	\$97.18
	Total 1027150-0				\$97.18
47328	1028612-0	CH	3/11/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		001-000-180-518-50-31-00	CH Office Supplies	Office Supplies City Hall	\$49.10
	Total 1028612-0				\$49.10
47328	1028613-0	BLD Maint	3/11/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		001-000-254-518-20-31-00	Bldg Maint Supplies	Facilities Operating Supplies	\$102.63
	Total 1028613-0				\$102.63
	Total Office Products Nationwide				\$1,400.47
	Olbrechts & Associates, PLLC				\$1,400.47
47329	030119 O&A	Feb 2019 Services	3/1/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		001-000-257-558-70-42-02		Hearing Examiner	\$1,247.00
	Total 030119 O&A				\$1,247.00
	Total Olbrechts & Associates, PLLC				\$1,247.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Orkin Commercial Services					
47330	181675305	3/4/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Mar 2019 Services			
		001-000-248-518-20-49-01		MDRT Bldg Custodial Costs	\$31.33
		001-000-254-518-20-49-01		Facilities Bldg.Custodial & Maint.	\$89.17
		Total 181675305			\$120.50
		Total 47330			\$120.50
Total Orkin Commercial Services					
Palmer Coking Coal Company					
47331	18-0455A PCCC	3/13/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Reimb for Appraisal			
		410-000-009-595-40-61-02		N. Comm Storm Land pur assoc costs	\$750.00
		Total 18-0455A PCCC			\$750.00
		Total 47331			\$750.00
Total Palmer Coking Coal Company					
Parametrix, Inc.					
47332	07927	2/14/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Services through 02/02/19			
		410-000-010-531-10-41-00		KC Grant-Culvert Replacement	\$917.23
		BD Civil Engineering			
		Total 07927			\$917.23
47332	07929	2/14/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Services through 02/02/19			
		320-000-020-595-10-63-00		Roberts Dr 236th to Bruckner-Eng	\$514.47
		BD Civil Engineering			
		Total 07929			\$514.47
		Total 47332			\$514.47
Total Parametrix, Inc.					
					\$1,431.70
					\$1,431.70

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

Positive Concepts/ATPI

47333	0208868-IN	2/26/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		001-000-210-521-10-31-00	PD-Operating Supplies		\$245.00
Total 47333	Total 0208868-IN				\$245.00
Total Positive Concepts/ATPI					\$245.00
					\$245.00
Puget Sound Housing Administration, LLC					
47334	030119 PSHA	3/1/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Water Refund: Acct 4672.1			
		401-000-000-343-40-00-01	Water Charges		\$124.89
		New Owner Effective 03/01/2019			
Total 47334	Total 030119 PSHA				\$124.89
Total Puget Sound Housing Administration, LLC					\$124.89
Republic Services #176					\$124.89
47335	5637679	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Feb 2019 Services			
		001-000-248-518-20-47-03	MDRT-Waste Disposal Costs		\$104.62
		MDRT			
		001-000-254-518-20-47-01	Facilities-Waste Disposal		\$156.92
		City Hall			
Total 5637679					\$261.54
47335	5637982	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Feb 2019 Services			
		001-000-270-576-80-47-04	Waste Disposal		\$11.71
		PW-Parks			
		001-000-280-536-20-47-04	Waste Disposal		\$5.86
		PW-Cemetery			
		101-000-000-543-50-47-04	Waste Disposal		\$64.45
		PW-Street			
		401-000-000-534-80-47-04	Waste Disposal		\$70.31
		PW-Water			
		407-000-000-535-80-47-04	Waste Disposal		\$70.31
		PW-Sewer			

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number		Title	
		410-000-000-531-10-47-04		Waste Disposal	\$70.31
		PW-Drainage			
	Total 5637982				\$292.95
47335	5638132	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
	Feb 2019 Services				
	001-000-212-521-50-47-04		Waste Disposal	\$261.54	
	Police & Court				
	Total 5638132				\$261.54
Total 47335					\$816.03
Total Republic Services #176					\$816.03
RH2 Engineering Inc.					
47336	72536	3/5/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
	Services through 02/24/19				
	402-000-003-594-34-63-06		Springs Pump Station	\$3,866.56	
	Springs Water Project				
	Total 72536				\$3,866.56
47336	72537	3/5/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
	Services through 02/24/19				
	402-000-003-594-34-63-06		Springs Water Project	\$7,808.71	
	Conveyance System Upgrade				
	Total 72537				\$7,808.71
Total 47336					\$11,675.27
Total RH2 Engineering Inc.					\$11,675.27
Safe Security					
47337	5216109	2/14/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
	Feb 2019 Services				
	101-000-000-544-90-48-01		PW Clearing-shared Shop Cost	\$54.98	
	Total 5216109				\$54.98

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47337	5286766		3/14/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Mar 2019 Services			
		101-000-000-544-90-48-01		PW Clearing-shared Shop Cost	\$54.98
		Total 5286766			\$54.98
		Total 47337			\$109.96
		Total Safe Security			\$109.96
47338	732041		2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Feb 2019 Services			
		001-000-270-575-51-48-00		Gym Facility Repair & Maintenance	\$150.00
				Gym Janitorial Services	\$150.00
		Total 732041			
47338	732042		2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Feb 2019 Services			
		001-000-248-518-20-49-01		MDRT Bldg Custodial Costs	\$180.00
				MDRT Janitorial Services	\$720.00
		001-000-254-518-20-49-01		Facilities Bldg.Custodial & Maint.	\$900.00
				City Hall/Com Dev Janitorial Services	
		Total 732042			
47338	732043		2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Feb 2019 Services			
		001-000-212-521-50-41-03		Police Custodial Cost	\$500.00
				Police/Court Janitorial Services	\$500.00
		Total 732043			
47338	732044		2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Feb 2019 Services			
		101-000-000-544-90-48-01		PW Clearing-shared Shop Cost	\$200.00
				PW Shop Janitorial Services	\$200.00
		Total 732044			\$1,750.00
		Total 47338			\$1,750.00
		Total Severson's Building Maintenance			\$1,750.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Shred-It USA LLC	47339	8126669681	2/22/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Jan & Feb Services			
		001-000-120-512-50-49-04	Jan	Shredding Services	\$21.35
		001-000-120-512-50-49-04	Feb	Shredding Services	\$21.08
		001-000-180-518-50-49-04	Feb	Shredding Services	\$21.07
		001-000-180-518-50-49-04	Jan	Shredding Services	\$21.35
		001-000-210-521-10-49-05	Jan	PD-Shredding Services	\$21.35
		001-000-210-521-10-49-05	Feb	PD-Shredding Services	\$21.07
		Total 8126669681			\$127.27
		Total 47339			\$127.27
		Total Shred-It USA LLC			\$127.27
		TRM Wood Products Co. Inc.			
	47340	371744	2/25/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Total 371744		Gym Operating Supplies	\$24.98
		Total 47340			\$24.98
		Total TRM Wood Products Co. Inc.			\$24.98
		Utilities Underground Location Center			\$24.98
	47341	9020129	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Feb 2019 Services			
		401-000-000-534-80-41-08	126 locates	Locating Service	\$194.04
		Total 9020129			\$194.04
		Total 47341			\$194.04
		Total Utilities Underground Location Center			\$194.04

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

VenTek International

47342	115173	3/1/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Mar 2019 Services			
		001-000-270-576-80-41-02	Venue Pay Station		\$90.00
Total 47342	Total 115173				\$90.00
Total VenTek International					\$90.00
Vision Forms, LLC.					\$90.00

47343	5262	3/10/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		Utility Bill Forms			
		401-000-000-534-80-49-04	Printing		\$307.80
		407-000-000-535-80-49-03	Printing		\$307.80
		410-000-000-531-10-49-03	Printing		\$53.54
Total 5262	Total 5262				\$669.14
Total 47343	Total 47343				\$669.14
Total Vision Forms, LLC.					\$669.14

Voice of The Valley

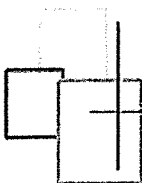
47344	21150	2/27/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
		001-000-180-518-50-41-75	Advertising		\$80.00
		Ordinance Adopted			
		001-000-240-558-60-41-75	Advertising-Long range planning		\$200.00
		Public Hearing			
Total 21150	Total 21150				\$280.00
Total 47344	Total 47344				\$280.00
Total Voice of The Valley					\$280.00

Washington State Dept. of Corrections

47345	0219.1-19-KCWC-HQ	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council		
	Jan 2019 Worker Days				
	001-000-211-523-60-49-04		Work Crew Costs-State Exp		\$135.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
	9 days				
	Total 0219.1-19-KCWC-HQ				
	Total 47345				
	Total Washington State Dept. of Corrections				
	Washington State Patrol				
	47346	I19005101B	2/6/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Outstanding Jan Services			
		633-000-000-589-90-00-06		Due to WSP-FBI Fingerprinting-Background	\$12.00
	Total I19005101B				
	Total 47346				
	Total Washington State Patrol				
	Washington State Treasurer				
	47347	022819 WST	2/28/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		Feb 2019 Remittance			
		633-000-000-589-90-00-05		Due to Agency-Treasurers Trust Court	\$4,906.21
	Total 022819 WST				
	Total 47347				
	Total Washington State Treasurer				
	Water Management Laboratories, Inc.				
	47348	173977	2/25/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		401-000-000-534-80-41-02		Water Testing and Sampling	\$21.00
	Total 173977				
	Total 47348				
	Total Water Management Laboratories, Inc.				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Williams Scotsman, Inc.					
47349	6494635	Mar 2019 Rent	3/1/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		001-000-254-518-20-45-01		Facilities-Bldg Rental/Modspace	\$3,454.55
		CD Modular Rental			\$3,454.55
	Total 6494635				
47349	6494636	Mar 2019 Rent	3/1/2019	2019 - March - 2nd Mar Batch for 03/21 Council	
		001-000-248-518-20-45-01		MDRT-Bldg Rental-Modspace	\$1,958.05
		MDRT Modular Rental			\$1,958.05
					\$5,412.60
	Total 6494636				\$5,412.60
Total 47349					
Total Williams Scotsman, Inc.				Grand Total	\$218,047.07
	Vendor Count	57			



Register

Number	Name	Fiscal Description	Amount
<u>19739</u>	Paper Paycheck	2019 - February - Month End	\$692.00
<u>19740</u>	Paper Paycheck	2019 - February - Month End	\$3,640.00
<u>19741</u>	Paper Paycheck	2019 - February - Month End	\$5,301.07
<u>19742</u>	Paper Paycheck	2019 - February - Month End	\$1,442.43
<u>19743</u>	Paper Paycheck	2019 - February - Month End	\$4,629.60
<u>19744</u>	Paper Paycheck	2019 - February - Month End	\$158.80
<u>19745</u>	Paper Paycheck	2019 - February - Month End	\$3,803.11
<u>19746</u>	AWC Sup Life	2019 - February - Month End	\$21.40
<u>19747</u>	BD Police Officers Association	2019 - February - Month End	\$720.00
<u>19748</u>	City of Black Diamond Flex	2019 - February - Month End	\$156.66
<u>19749</u>	Dept of Labor and Industries	2019 - February - Month End	\$2,553.66
<u>19750</u>	Employment Security Dept	2019 - February - Month End	\$449.01
<u>19751</u>	Joseph Kaufman	2019 - February - Month End	\$147.40
<u>19752</u>	Minnesota Child Support Payment Ctr	2019 - February - Month End	\$467.00
<u>19753</u>	PFML Emp. Security Dept	2019 - February - Month End	\$456.56
<u>19754</u>	Teamsters Local 117	2019 - February - Month End	\$1,551.71
<u>19755</u>	Trusted Plans Service CP LTD	2019 - February - Month End	\$848.40
<u>Feb 2019 Aflac</u>	Aflac	2019 - February - Month End	\$128.44
<u>Feb 2019 AWC Ins</u>	AWC Employee Benefit Trust	2019 - February - Month End	\$44,778.24
<u>Feb 2019 Fed Taxes</u>	City of Black Diamond Taxes	2019 - February - Month End	\$54,919.08
<u>Feb 2019 Retirement: Deferred Comp</u>	DOR - Deferred Comp	2019 - February - Month End	\$4,925.00
<u>Feb 2019 Retirement: Regular</u>	Dept of Retirement Systems	2019 - February - Month End	\$37,478.42
<u>February 2019 ACH Draw</u>	Payroll Vendor	2019 - February - Month End	\$30,621.00
<u>February 2019 ACH Monthly</u>	Payroll Vendor	2019 - February - Month End	\$108,013.47
			\$307,902.46

I hereby certify that payroll and benefits have been processed and delivered as required under contract or legal obligation.

Finance
Director

Way Miller

Date 3-9-2019

BLACK DIAMOND CITY COUNCIL MINUTES
Special Council Meeting of February 21, 2019
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Pro-Tem Deady called the regular meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

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

ABSENT: None

Staff present: Jamey Kiblinger, Police Chief; and Brenda L. Martinez, City Clerk.

WORK SESSION:

1) Police Department 2018 Year End Update

Chief Kiblinger distributed to Councilmembers the Department's 2018 Year End Report. She highlighted and discussed the following areas:

- In 2018 the City of Black Diamond was ranked #11 by SafeWise for safest City. In 2017 the City ranked #2.
- Chief for a Day Event held August 16, 2018
- Commercial Vehicle Enforcement
- First Internship position for the Department – This was a fourteen week internship.
- Update on Active Shooter training held in 2018 and another training for citizens is scheduled for May 1, 2019.
- Traffic School update
- D.A.R.E update
- Narcan training of officers. It was noted this training was provided free of charge through the University of Washington.
- Enumclaw High School Distracted Driving – DUI Day held on May 23rd for Enumclaw High School Seniors.
- Review of grant funds received for the Department.
- Marine update
- Jail update
- Overall training for the department. It was noted in 2018 the department's officers participated in over 1,376 hours of training. This training included, middle management, child interviewing, handgun instructor, rifle armorer, taser instructor, commercial vehicle enforcement, interview and interrogation, sexual assault

investigations, implicit bias, instructor development and many other areas. Chief Kiblinger also shared that the department continues to train on their policies and procedures through Lexipol's daily training bulletins.

- She shared calls for service and since 2012 their calls for service have increased 36.8 percent. Felony arrests and filings increased 144% in the past year with two recent cases turned Federal.
- Major Crimes Task Force update. Chief Kiblinger shared that Commander Colagiovanni currently heads up the Coalition of Small Police Agencies' Major Crimes Task Force. Sgt. Brian Lynch also serves on the team as in Incident Commander and this past year they responded to ten call outs.
- National Night Out
- Coffee with a Cop
- Shop with a Cop
- Audits - The department performs audits at the end of every year to ensure they are in compliance with policy/procedures, following best practices, and identifying any red flags.

2) Discussion on Reorganization Plan for Administrative and Community Development Departments

City Clerk/HR Manager Martinez discussed with Council the proposed reorganization plan of the Administrative and Community Development departments. She discussed the need for this reorganization and how it would not increase the adopted budget for 2019. She noted that in the meeting following the work session there would be an ordinance amending the adopted 2019 salary schedule based on this reorganization and also discussed the need to bargain with the Union so Council could see future changes based on the outcome of that meeting.

ADJOURNMENT:

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

The meeting ended at 6:56 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES

Council Meeting of March 7, 2019

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

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

ABSENT: None

Staff present: Barbara Kincaid, Community Development Director; Andrew Williamson, MDRT/Ec Dev Director; Chief Smith; Kevin Esping, Facilities Manager; David Linehan, City Attorney; and Brenda L. Martinez, City Clerk.

AGENDA REVIEW AND APPROVAL:

Councilmember Deady **moved** to approve the agenda; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (5-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Fire –

Chief Smith and Firefighters of Mountain View Fire & Rescue gave Council a demonstration on the new rescue tools and explained how each one is used.

CONSENT AGENDA:

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

- 1) **Claim Checks** – March 7, 2019 – Check No. 47233 through 47292 in the amount of \$201,566.76
- 2) **Minutes** –Special Council Meeting of February 7, 2019, Council Meeting of February 21, 2019

- 3) **AB19-015** – Resolution No. 19-1297 Granting Approval of the Final Plat for the Ten Trails (F/K/A “The Villages”) Phase 2C Division 2

PUBLIC COMMENTS:

Gary Davis, Black Diamond spoke to Council.

PUBLIC HEARINGS:

- 4) **AB19-016** – Proposed Ordinance Regarding Code Revisions to Chapter 18.50, Accessory Uses and Structures, and Chapter 18.56, Accessory Dwelling Units

Community Development Director Kincaid reported on this item.

Mayor Benson opened the public hearing at 7:15 p.m.

Andrew Williamson, Black Diamond spoke in support of these code changes. He noted the need to be flexible with this tool. He discussed having to meet setbacks and the need to have variances regarding the ability to encroach in those setbacks, while still having enough area between structures. He commented on this being a tool for infill and being affordable for citizens to build structures for family. He thanked Ms. Kincaid for all her hard work on this.

Gary Davis, Black Diamond asked what happens if the owner is no longer able to live in the house. He wondered if the family is gone and the residence is taken over by the state or the owner is put in an extended care facility how will this be accounted for in the ordinance.

There was Council consensus to keep the public hearing open until the meeting on March 21, 2019.

UNFINISHED BUSINESS: None

NEW BUSINESS:

- AB19-017** – Ordinance No. 19-1118 Extending School Speed Zone Along SR 169

City Attorney Linehan addressed this item with Council.

Councilmember Deady **moved** to adopt Ordinance No. 19-1118, extending the School speed zone along SR 169, providing for severability, and establishing an effective date; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (5-0).

REPORTS:

Fire – Chief Smith recapped the incidents that were in Black Diamond since the last Council meeting. He noted there were a total of 26 incidents with the average being 1.7 incidents

per day. He shared that the 911 call box has been installed at Station 99 and the signs should be installed next week. There will be an Ad Hoc Committee meeting on March 19 at 6:30 p.m. at Station 98. The Volunteer graduation is coming up on March 16 at Station 96.

Councilmember Oglesbee asked if we could get something put in the newsletter about the 911 call box.

MAYOR'S REPORT:

Mayor Benson reported on the snow events and shared the new public works employees have been trained to run the snow plows and were able to be on duty for these events and complimented them on doing a really good job.

COUNCIL REPORTS:

Councilmember Stout reported attending the Public Works and Finance Committee meetings. She commented on there being a student pursuing a political science degree who came to observe. She toured with Mr. Williamson the Ten Trails plat that was approved tonight and thanked him for taking the time for the tour.

Councilmember Wisnoski reported attending a Parks and Cemetery Committee meeting where they discussed a disk golf course, and the Ginder Creek Trail.

Councilmember Deady reported attending the Ad Hoc and Public Safety Committee meetings. She shared she had a family emergency and Councilmember Edelman attended the Finance Committee meeting in her absence. She discussed the need to have a Council retreat to discuss and set priorities and gave suggestions on other issues that could be on the retreat agenda. She stated she would like to hold this within the next couple of months.

Councilmember Oglesbee commented that she liked Councilmember's Deady idea of a retreat and is supportive of it. She reported attending work sessions and meetings and the normal duties of a Councilmembers.

Councilmember Edelman reported attending the Public Works, Finance, Parks and Cemetery Committee meetings and a tour of Ten Trails, and the work session on TDRs. She commented on Council doing their due diligence and thanked everyone on the dais for that.

Councilmember Deady shared why Mr. Butts came to the meeting today to talk about the possible future location of City Hall on his property. She discussed her opinion of why City Hall should not be located at Ten Trails and the need to find a more central location. There was discussion on the process and the Mayor and staff doing their due diligence first.

ATTORNEY REPORT: None

PUBLIC COMMENTS: None

EXECUTIVE SESSION:

AT 7:40 p.m. Mayor Benson announced that the Council will be going into an executive discussion to discuss with Legal Counsel potential litigation pursuant to RCW 42.30.110(1)(i). The executive session was expected to last approximately 10 minutes with no action to follow.

A two minute extension was announced.

At 7:53 p.m. Mayor Benson called the meeting back to order.

ADJOURNMENT:

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

The meeting ended at 7:54 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: March 21, 2019 AB19-018	
Ordinance amending the Petty Cash and Change Account as adopted by Ordinance No. 08-874 to increase Police Department change amount	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source: --All Funds	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Ordinance		
SUMMARY STATEMENT: Ordinance 08-874 was adopted on November 8, 2008 and needs to be amended to increase the Police Department's change account from \$100 to \$200 due to increase receipting activity for Traffic School. The Ordinance also needed to be up-dated and restructured to reflect the amounts in each department.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Finance Committee reviewed the proposed Ordinance change at their regular business meeting on March 14, 2014 and recommended forwarding to the full council for approval.		
RECOMMENDED ACTION: A MOTION to adopt Ordinance No. 19-1119, amending the Petty Cash and Change Account as adopted by Ordinance 08-874 to increase the Police Department change amount.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 21, 2019		

ORDINANCE NO. 19-1119

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING CHAPTER 3.24 OF THE BLACK DIAMOND MUNICIPAL CODE REGARDING THE PETTY CASH AND CHANGE ACCOUNT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the finance director is authorized under BDMC 3.24.010 to establish a general petty cash fund and change account; and

WHEREAS, the amounts kept in this fund need to be updated from time to time to reflect the economic and budget situation of the City; and

WHEREAS, the current petty cash/change account needs to be changed to increase the Police Department change fund amount from \$100 to \$200;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Amendment. Chapter 3.24 of the Black Diamond Municipal Code is hereby amended to read as follows:

3.24.010 Petty cash and change account established.

- A. The finance director or designee is authorized to establish a general fund petty cash and change account as follows:

Change Accounts	Petty Cash
1. Finance/utilities	\$300
2. Municipal court	100
3. Police department	200 400
4. Finance department	200
5. Community development	150

- B. The petty cash and change account total of ~~eight-nine~~ hundred fifty dollars shall be administered and allocated by the finance director, or designees, in accordance with the rules or policies providing for such lawful administration.

Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective date. 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. A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A
REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2019.**

CITY OF BLACK DIAMOND

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Approved as to form:

David Linehan, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:
Effective Date:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date:	March 21, 2019 AB19-016A
Public Hearing on proposed amendments to BDMC Chapters 18.50, 18.56, 18.30, 18.32.	Mayor Carol Benson	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Development – Barbara Kincaid	X
	Finance – May Miller	
	MDRT/Econ Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source: N/A	Court Administrator – Stephanie Metcalf	
Timeline: N/A		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Ordinance; Exhibit A – Amendments to BDMC Chapters 18.50, Accessory Uses and Structures, and 18.56, Accessory Dwelling Units		
SUMMARY STATEMENT: BDMC 18.50 recognizes and provides standards for Accessory Uses and Structure, which are defined as activities and structures that are subordinate and incidental to the principle use of the land or buildings. BDMC 18.56 provides standards for Accessory Dwelling Units (ADUs), which are defined as separate and completely independent dwelling units on lots already occupied by a single-family detached dwelling. BDMC 18.30 and 18.32 are the chapters that regulate the city’s residential zoning districts and include provisions for Accessory Uses and Structures and ADUs. After working with the existing provisions of these code chapters for several years, staff has identified several issues and concerns that needed to be addressed along with some provisions that needed clarifying or amending. These include things like making the height limitation on such structures the same for everyone, regardless of the height of their existing residence and reducing obstacles for building ADUs; specifically increasing the size limit from 800 sq. ft. to 1000 sq. ft. and allowing more than one ADU on a single lot. The Planning Commission worked with staff on the proposed code amendments, held a public hearing on January 8, 2019 and forwarded its recommended amendments to Council for consideration. Council has held two work sessions to discuss the Planning Commission recommendations and will now hear public testimony during a duly noticed public hearing on March 7, 2019 and continued until March 21, 2019. After which, Council may further deliberate on the proposed amendments and testimony prior to taking action. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		

RECOMMENDED ACTION: **Deliberate on proposed amendments following the close of the public hearing and take action tonight or postpone taking action until the April 4, 2019 meeting.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 7, 2019	Public hearing held open to March 21 st Council meeting	
March 21, 2019		

ORDINANCE NO. 19-1120

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING CHAPTERS 18.50 AND 18.56 OF THE BLACK DIAMOND MUNICIPAL CODE; UPDATING THE INTENT, GENERAL PROVISIONS, STANDARDS, AND PROCESSES RELATING TO APPLICATIONS FOR AND APPROVAL OF ACCESSORY USES AND STRUCTURES AND ACCESSORY DWELLING UNITS; AMENDING CHAPTERS 18.30 AND 18.32 MAKING MAXIMUM ACCESSORY STRUCTURE HEIGHTS IN RESIDENTIAL ZONING DISTRICTS CONSISTENT WITH UPDATED CHAPTERS 18.50 AND 18.56; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, BDMC Chapter 18.50, as amended by Ordinance 948 in 2010, recognizes and provides for Accessory Uses and Structures, which are defined as activities and structures that are subordinate and incidental to the principle use of the land or buildings; and

WHEREAS, Black Diamond Municipal Code (BDMC) Chapter 18.56, adopted under Ordinance 909, authorizes the establishment Accessory Dwelling Units (ADUs) which are separate and completely independent dwelling units on lots already occupied by a single-family detached dwelling; and

WHEREAS, an ADU is a special type of Accessory Use or Structure; and the provisions and standards for ADUs and Accessory Uses and Structures are contained within BDMC Title 18, Zoning, which designates land use districts to facilitate development within the City consistent with the requirements of the Growth Management Act (GMA) and goals of the City of Black Diamond Comprehensive Plan and to provide for compatibility and consistent administration and enforcement of regulations between zoning districts; and

WHEREAS, the Comprehensive Plan and GMA set goals to encourage the availability of affordable housing to all economic segments of the population and to promote a variety of residential densities and housing types; and

WHEREAS, having worked with the existing provisions of Chapters 18.50 and 18.56 for several years, City staff has identified several issues and concerns that needed to be addressed along with certain provisions that needed clarifying or amending such as height restrictions for certain property owners to construct ADUs, as well as creating more opportunities for building ADUs consistent with the GMA and City's goals; and

WHEREAS, the Black Diamond Planning Commission discussed and held a duly noticed public hearing on January 8, 2019 and forwarded a recommendation to the City Council on the proposed amendments; and

WHEREAS, the City Council discussed the Planning Commission recommendation and held a duly noticed public hearing on March 7, 2019; and

WHEREAS, the resulting additions and amendments to chapters 18.50, 18.56, 18.30, and 18.32 contained in this ordinance should ensure that all persons desiring to construct an ADU will be treated consistently and fairly; that the provisions and standards contained within Title 18 are internally consistent and that the terms and conditions placed on development approvals shall further the long-term vision of the City of Black Diamond as a livable, vibrant, desirable community in which to live and work.

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

Section 1. Amendment of BDMC 18.30.040.A.9.b. (Single-Family Residential Districts: Development Standards, Site area and dimensional standards, Maximum building height, Accessory building). Section 18.30.040.A.9.b. of the Black Diamond Municipal Code is hereby amended (amendments shown in legislative revision marks) to read as follows:

18.30.040.A.9.b. – Accessory building: ~~No greater than the height of the primary dwelling unit or twenty-six feet, whichever is less.~~ Twenty-six feet.

Section 2. Amendment of BDMC 18.32.040.A.9.b. (Medium Density Residential District: Development Standards, Site Area and dimensional standards, Maximum building height, Accessory buildings). Section 18.32.040.A.9.b. of the Black Diamond Municipal Code is hereby amended (amendments shown in legislative revision marks) to read as follows:

Section 18.32.040.A.9.b – Accessory buildings: ~~The height of the primary building(s) or twenty-six feet, whichever is less.~~ Twenty-six feet.

Section 3. Amendments of BDMC Chapters 18.50 and 18.56 (Accessory Uses and Structures and Accessory Dwelling Units). Chapters 18.50 and 18.56 are hereby amended to read as shown on Exhibit “A”, which is incorporated to this ordinance by reference.

Section 4. **Severability.** Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not

affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 5. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced on the _____ day of _____, 2019.

Passed by the City Council on the _____ day of _____, 2019.

Mayor Carol Benson

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

Published: _____

Posted: _____

Effective Date: _____

Chapter 18.50 ACCESSORY USES AND STRUCTURES

Sections:

18.50.010 Intent.

18.50.020 General provisions.

18.50.030 Residential zone accessory uses and structures.

18.50.040 Commercial zones accessory uses and structures.

18.50.050 Industrial zone accessory uses and structures.

18.50.060 Fences and walls.

18.50.010 Intent.

This chapter recognizes activities and structures that are ~~customarily~~ subordinate and incidental to a principal use of the land or building and that are not otherwise regulated by this title.

(Ord. No. 909, § 2 (Exh. A), 6-18-2009)

18.50.020 General provisions.

A. Accessory structures and uses shall only be allowed on lots in conjunction with a primary use. Accessory structures or uses may not be established until the principle structure is constructed on the lot.

B. Accessory structures shall be ~~complementary to the basic architectural character of the main building on the lot, and~~ appropriate to the nature of the accessory use. Accessory structures ~~and~~ are also subject to the applicable design guidelines of Chapter 18.74.

C. No accessory ~~building structure~~ shall be larger than the ground floor area of the primary structure on any lot; provided that this limitation shall not apply to lots greater than thirty-five thousand square feet in size.

D. Compatibility with surrounding structures:

1. To assure that an accessory structure is architecturally and aesthetically in harmony with the surrounding area, it shall be similar in height to the nearest adjacent structure as determined by the Director, provided and notwithstanding, an accessory structure may be built to a height that will accommodate a motor vehicle, not to exceed fourteen feet in height, or an accessory dwelling unit subject to Chapter 18.56.

2. The maximum accessory structure height shall be measured from the finished grade located within 2 feet of the foundation wall to the highest point on the building or structure, excluding architectural elements such as

ATTACHMENT A TO ORDINANCE 19-1120

chimneys, cupolas that do not extend more than three feet above roof line, flag poles, and other similar structures as determined by the director within zoning districts as follows:

- a. Residential zones: Twenty-six feet. ~~or the height of the principal structure, whichever is less.~~
- b. Neighborhood commercial, community business and town center zones: Twenty-six feet.
- c. Business/industrial park and industrial zones: Thirty-five feet. ~~or the height of the principal use structure, whichever is less.~~

E. Required Setbacks:

1. Accessory structures shall observe the front, side and rear yard setback requirements of the zone in which they are located, except as provided in this chapter.
 - a. For any lot nine thousand six hundred square feet or less, a detached accessory building not exceeding twenty-six feet in height may disregard rear and interior side yard setback requirements if such building is no greater than six hundred fifty square feet in floor area, is located in the rear thirty percent of the lot or further than seventy-five feet from the front lot line and is no closer than twelve feet from the centerline of an adjacent alley.

(Ord. No. 909, § 2 (Exh. A), 6-18-2009; Ord. No. 948, § 50, 10-7-2010)

18.50.030 Residential zone accessory uses and structures.

- A. The following accessory uses/activities are allowed in residential zones:
 1. The cultivation of flowers, trees or produce intended primarily for personal use or enjoyment;
 2. The keeping of animals is permitted in compliance with the Title 6;
 3. Accessory dwelling units in accordance with Chapter 18.56;
 4. Detached garage(s), carport(s), and parking facilities for the residents of the property;

ATTACHMENT A TO ORDINANCE 19-1120

5. Storage sheds, playhouses, decks, patios, cabanas, porches, gazebos, ~~swimming pools, workshops~~, garden sheds, greenhouses, and incidental household storage buildings;
6. Common recreational vehicle storage facilities limited to serving the development in which they are located;
7. Temporary storage containers used during an active construction project in compliance with 18.52;
8. Workshops and studios intended for noncommercial use by the occupants of the residences or permitted as a home occupation subject to 18.54, 8.12, Noise and 18.70, Lighting/Dark Sky;
9. Home offices and occupations in accordance with Chapter 18.54;
10. Swimming pools, including hot tubs and spas, and related equipment subject to fencing requirements and lighting regulations;
11. Tennis courts, sport courts, and recreation/exercise rooms for personal, noncommercial use by the occupants of the residence(s) subject to 18.54, subject to 8.12, Noise and 18.70, Lighting/Dark Sky;
12. Guesthouses subject to the following provisions:
 - a. A guesthouse shall be clearly subordinate, incidental and accessory from the main building on the same parcel; and
 - b. may contain living and sleeping spaces, including bathroom, but shall not contain a kitchen and shall not be used for residential occupancy independent from the principle residence or be rented separately from the main building. For the purpose of this section, kitchen facilities include any appliances for the preparation or preservation of food, including but not limited to cooking ranges and/or ovens, stovetops, refrigerators or freezers and cabinets designed to accommodate such appliances; and
 - c. no more than one guesthouse shall be established on any site.

~~B. Detached Accessory Buildings.~~

- ~~1. For any lot nine thousand six hundred square feet or less, a detached accessory building not exceeding twenty-six feet in height may disregard rear and interior side yard setback requirements if such building is no greater than six hundred fifty square feet in floor area, is located in the rear thirty percent of the lot or further than seventy-five feet from the front~~

ATTACHMENT A TO ORDINANCE 19-1120

~~lot line, and is no closer than twelve feet from the centerline of an adjacent alley.~~

~~2. The total area of all accessory buildings located within a required rear yard shall not exceed twenty-five percent of the area of the required rear yard.~~

~~3. Accessory buildings that exceed the building area, height and location standards noted above shall comply with all required yard setbacks.~~

~~4. No accessory building shall be larger than the ground floor area of the primary structure on any lot; provided that this limitation shall not apply to lots greater than thirty-five thousand square feet in size.~~

(Ord. No. 909, § 2 (Exh. A), 6-18-2009; Ord. No. 948, § 51, 10-7-2010)

18.50.040 Commercial zones accessory uses and structures.

Accessory uses and structures in the Neighborhood Commercial (NC), Community Commercial (CC), and Town Center (TC) zones shall be consistent with those allowed under 18.50.030, limited to serving the residents of a mixed-use development, subject to site plan approval and applicable design standards.

~~The following accessory uses are allowed in the NC, CC, and TC zones:~~

~~A. Storage buildings not to exceed the gross floor area of the principal use and in no case greater than two thousand square feet.~~

~~B. Common storage facilities (including outdoor storage of recreational vehicles) limited to serving the residents of a mixed-use development.~~

(Ord. No. 909, § 2 (Exh. A), 6-18-2009)

18.50.050 Industrial zone accessory uses and structures.

The following accessory uses are allowed in the Business/Industrial Park (B/IP) and Industrial (I) zones subject to site plan approval and applicable design standards:

A. Caretaker and security uses and structures ~~Accessory living quarters~~; and

B. Storage buildings.

(Ord. No. 909, § 2 (Exh. A), 6-18-2009; Ord. No. 948, § 52, 10-7-2010)

18.50.060 Fences and walls.

The height of the fence or wall shall be determined from the existing, established grade on the property.

A. Fences and walls may be constructed to a height not to exceed the following in each of the required setback areas, as regulated per each zone, or as modified by subsection B of this section:

1. Front yard: Forty-two inches; provided, that fences constructed of wrought iron or similar materials that provide visibility may be seventy-two inches in height. Exception: Fences protecting a [swimming pool](#), agricultural use or community garden may exceed forty-two inches in height, provided they are at least seventy-five percent open;
2. Side yard: Seventy-two inches;
3. Rear yard: Seventy-two inches;
4. Street side yard: Seventy-two inches.
5. These limitations do not apply within the public zone district.

B. Special Height Restrictions. There shall not be anything constructed or reconstructed, and no obstruction permitted to grow, other than a post, column or tree not exceeding one-foot square or one foot in diameter, between a height three feet and ten feet above the established grade within the triangular areas described below, without the express approval of the public works director:

1. The triangular area formed by a line extending twenty feet along the right-of-way lines of a street and alley or edge of a private driveway, measured from the point of intersection and the line connecting the two ends of the two twenty-foot lines;
2. Fences located at the corner of intersecting streets shall comply with the sight distance requirements of the city public works standards.

C. In general, no fence, wall, hedge, structure or other obstruction shall act as a sight hazard to traffic, and the public works director may order the removal of such hazard whether or not such object otherwise complies with the provisions of this title.

D. Other than in the public, industrial or business/industrial park zones, no fence may include the use of barbed wire, ~~razor wire, etc.~~; provided, that pasture areas a minimum of one acre in area may be fenced with barbed wire in any

zone. Barbed wire may be attached to the top of and in addition to the height of a seventy-two-inch fence, provided it does not extend more than one additional foot in height.

(Ord. No. 909, § 2 (Exh. A), 6-18-2009; Ord. No. 962, § 3, 7-7-2011)

Chapter 18.56 ACCESSORY DWELLING UNITS

Sections:

18.56.010 Intent.

18.56.010 Definitions.

18.56.020 Where authorized.

18.56.030 Performance standards for accessory dwelling units.

18.56.040 Review process.

18.56.050 Recognition of existing accessory dwelling units.

18.56.010 Intent.

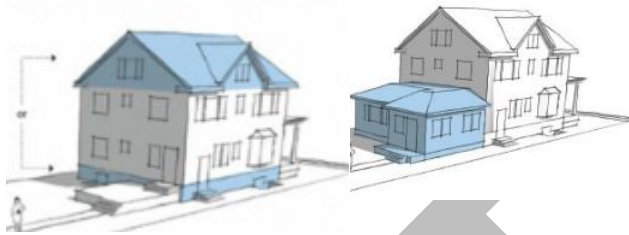
This Chapter is intended to promote and encourage the creation of accessory dwelling units (ADUs) in a manner that enhances residential neighborhoods in order to meet the city's housing needs and realize the benefits of ADUs to (1) provide homeowners flexibility in establishing separate living quarters within or adjacent to their homes for the purpose of caring for and providing housing for family members or obtaining rental income; (2) increase the range of housing choices and the supply of accessible and affordable housing units within the city; and (3) ensure that the development of ADUs does not cause unanticipated impacts on the character or stability of single-family neighborhoods.

18.56.010 Definitions.

- A. "Accessory dwelling unit" (ADU) means a ~~second~~ smaller, auxiliary dwelling unit located on a lot occupied by a single-family detached dwelling. This unit provides a separate and completely independent dwelling unit with facilities for cooking, sanitation and sleeping, and has a separate and independent entry/exist than one utilized for the primary residence

ATTACHMENT A TO ORDINANCE 19-1120

- B. “Attached accessory dwelling unit” means an accessory dwelling unit that is attached to or part of the primary single-family housing unit. Examples include converted living space, basements or attics, attached garages, additions, or a combination thereof.



Examples of Attached ADUs.

- C. “Detached accessory dwelling unit” means an accessory dwelling unit that consists of a building that is separate and detached from the primary single-family housing unit. Examples include converted garages or new standalone construction.



Example of Detached ADU.

- D. “Dwelling unit” means a residential living unit that provides complete independent living facilities for one or more persons and that includes permanent provisions for living, sleeping, eating, cooking, and sanitation.

- ~~E. “Owner occupancy” means a property owner, as reflected in the real estate tax rolls who makes his or her legal residence at the subject lot as evidenced by voter registration, vehicle registration, or similar means, and actually resides upon the lot more than six months out of any given year.~~

ATTACHMENT A TO ORDINANCE 19-1120

(Ord. No. 909, § 2 (Exh. A), 6-18-2009)

18.56.020 Where authorized.

ADUs shall be permitted within any residential district subject to review and compliance with the standards and requirements of this chapter.

(Ord. No. 909, § 2 (Exh. A), 6-18-2009)

18.56.030 Performance standards for accessory dwelling units.

- A. Performance Standards. ~~Minimum Lot Size.~~ All performance standards, including lot size, minimum yard setbacks and overall building coverage as set forth for the applicable zoning district and in Chapter 18.50, except as modified by this chapter, shall be met with respect to the ADU. ~~accessory dwelling unit. An accessory dwelling unit shall not be permitted upon any lot that is nonconforming due to lot size.~~
- B. Number. ~~No more than one accessory dwelling unit~~ No more than two ADUs shall be permitted in conjunction with the primary dwelling unit on a single lot of record provided that adequate provisions for water and sewerage are met. One attached ADUs may be allowed within the existing building footprint and no more than one ADU resulting from new construction shall be allowed, including additions and garage or accessory structure conversions.
- ~~C. Location in Relation to Principal Residence. The accessory dwelling unit may be either detached or a part of the principal residence or an accessory building.~~
- ~~D. Zoning/Building Code Compliance. All new construction associated with an accessory dwelling unit shall meet the development standards for the applicable zone for an efficiency dwelling unit as set forth in the International Building Code adopted by the city.~~
- ~~E. Owner Occupancy. An owner of the property for which an accessory dwelling unit permit is requested must occupy at least one dwelling unit located on the property.~~

ATTACHMENT A TO ORDINANCE 19-1120

C. Future Subdivision. Parcels upon which an ADU ~~accessory dwelling unit~~ has been approved shall not be subdivided or otherwise segregated in ownership in a manner that would separate the ADU ~~accessory dwelling unit~~ from the principal dwelling.

D. Maximum Size. ~~An accessory dwelling unit shall not exceed fifty percent of the size of the primary dwelling on the lot or eight hundred square feet, whichever is less.~~ A detached ADU shall be no greater than 1,000 square feet, not including the garage or covered porches. The following areas shall be counted when calculating the size of an ADU:

1. Habitable space as defined by the International Residential Code (IRC), and

2. Kitchens, bathrooms, and utility/laundry rooms.

~~Accessory dwelling units~~ ADUs shall comply with the required site coverage, yard area requirements or building code setbacks as provided within the subject property's zone.

E. Scale. A detached ADU ~~accessory dwelling unit~~ or accessory structure containing an accessory dwelling unit shall not exceed the maximum height allowed for a detached accessory building per the underlying zoning district.

~~F. Additions. Additions to an existing structure or newly constructed detached structures created for the purpose of creating an accessory dwelling unit, shall be designed in a manner that is consistent with existing roof pitch, siding and windows for the principal dwelling unit.~~

F. Parking. At least one off-street parking space in addition to the minimum required off-street parking from the primary dwelling unit, shall be provided for ~~an~~ each ADU. ~~accessory dwelling unit.~~

G. Utility Connections. Utility accounts for ADUs ~~accessory dwelling units~~ shall be maintained in the name of the property owner. ADUs ~~Accessory dwelling units~~ may be served by the same water meter and sewer connection utilized for the primary residence if approved by the city. The city may require an applicant to provide documentation demonstrating capacity availability prior to allowing a joint connection. The city may require upgrades to a utility connection and the cost of such upgrades

shall be borne by the applicant. Utility fees charged for the ADU shall be in accordance with Chapter 13.04. ~~but shall be assessed a monthly service fee as established by the city's fee schedule or applicable ordinance.~~ If water or sewer service is not provided by the city, then the rules of the water or sewer district shall apply as to whether an additional hook-up and connection fees are required. Any water or sewer service as referenced in this section is subject to water or sewer availability.

~~H. Design and Appearance. The accessory dwelling unit shall be designed so that, to the degree reasonably feasible, the appearance of the building is consistent with that of the primary residence. At a minimum, the new exterior construction associated with creating an accessory dwelling unit should match the existing exterior materials and design of the principal residence, and the pitch of any new roof should match that of the principal residence. New landscaping shall conform with or improve existing landscaping.~~

H. Entrance Location. An attached ADU ~~accessory dwelling unit~~ shall have a separate entrance to the outside from the entrance for the primary dwelling. ~~For attached accessory dwelling units, the entrance to the accessory dwelling unit shall be~~ located in such a manner as not to appear as a second primary entrance to the structure. ~~which contains the principal residence in an effort to maintain the appearance of a single-family residence.~~

I. ADUs shall be subject to applicable design guidelines under Chapter 18.74.

(Ord. No. 909, § 2 (Exh. A), 6-18-2009; Ord. No. 948, § 53, 10-7-2010)

18.56.040 Review process.

A. Application. An applicant for an ADU ~~accessory dwelling unit~~ shall submit an application on a form as provided by the department, including all application fees as set forth in the city's fee schedule. At a minimum, an application for an ADU ~~accessory dwelling unit~~ permit shall include plans

ATTACHMENT A TO ORDINANCE 19-1120

for creating the [ADU](#) ~~accessory dwelling unit~~, evidence of current ownership and a certification of owner occupancy.

~~B. Certification of Owner Occupancy. The certification of owner occupancy shall be in the form of a notarized affidavit completed by the property owner as reflected in title records affirming that they make their legal residence upon the subject lot.~~

B. Review by Director. [ADU](#) ~~Accessory dwelling unit~~ permit applications shall be processed as Type 2 permit pursuant to [Chapter 18.08](#). Upon receipt of a complete application for an [ADU](#) ~~accessory dwelling unit~~, the director shall review and either approve, disapprove or approve with conditions ~~the ADU an application for an accessory dwelling unit. As a condition of approval, the applicant shall record a covenant in a form approved by the city attorney with the King County department of records and elections, providing notice to future owners for the subject lot of the existence of the accessory dwelling unit, the owner occupancy requirements of the city, any conditions imposed as a part of the approval of the accessory dwelling unit and notice of the requirements for continued use of an accessory dwelling unit as set forth in this chapter.~~

C. Approval. Approval of the ADU shall be subject to the applicant recording a document in a form approved by the city with the King County Department of Records and Elections prior to approval which runs with the land and identifies the legal description and address of the property with a statement that the owner(s) will notify any prospective purchasers of any conditions imposed as part of the ADU approval with the requirements for continued use of the ADU as set forth in this chapter.

(Ord. No. 909, § 2 (Exh. A), 6-18-2009)

18.56.050 Recognition of existing accessory dwelling units.

[ADUs](#) ~~Accessory dwelling units~~ that existed on or before the effective date of the ordinance codified in this chapter may be granted an [ADU](#) ~~accessory dwelling unit~~ permit subject to the provisions of this section.

ATTACHMENT A TO ORDINANCE 19-1120

- A. Time Limit. An application for an ADU ~~accessory dwelling unit~~ permit for a pre-existing unit must be filed with the city for review by the director ~~planning commission~~ within eighteen months of the effective date of the ordinance codified in this chapter.
- B. Construction Code Compliance. Any space used for or included in the ADU ~~accessory dwelling unit~~ shall have been constructed pursuant to a building permit issued by the city, and in compliance with the building and other construction codes that were in effect when construction was completed. ~~The applicant must provide written documentation to verify construction code compliance. Alternatively, the applicant may verify code compliance for existing construction through the building department.~~
- C. Development and Use Standards. Development and use of the pre-existing ADU ~~accessory dwelling unit~~ shall comply with all provisions of this chapter ~~section~~.

(Ord. No. 909, § 2 (Exh. A), 6-18-2009)

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: March 21, 2019 AB19-019	
Resolution approving Oakpointe's use of the City's TDR Bank for the transfer of development rights from a sending site to a receiving site, the execution of a TDR Trust Agreement with CCD Partners, LLC and establishing a TDR transfer fee.	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source: --All Funds	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Ordinance		
<p>SUMMARY STATEMENT:</p> <p>The City's adopted TDR Program (BDMC 19.24) establishes a TDR Bank to be administered by the City. It also provides that development rights may be placed in the TDR Bank, using the TDR Program's process for issuing development rights certificates ("DRCs"), with the City acting as trustee of the DRCs. The purpose of placing the DRCs into a trust account is that it allows for development rights to be sold and immediately removed from the sending site and held until the receiving site is ready to use them. This allows the owner(s) of a receiving site to purchase and save DRCs until they have the number of development rights needed to develop the site.</p> <p>In order to use the TDR Bank provision, the code requires a TDR Trust Agreement be established between the City and the receiving area owner(s) and in order to demarcate the area where the development rights are being removed, a conservation easement must be placed on the sending site. Additionally, the City must collect transaction fees to transfer development rights into the TDR Bank.</p> <p>The City is obligated to work cooperatively with Oakpointe to facilitate Transfer of Development Rights (TDR) transactions consistent with its adopted TDR Program. This Resolution facilitates the immediate removal of development rights from the TDR sending sites; approves the use of the TDR Bank by Oakpointe to facilitate DRC transfers; authorizes the Mayor to execute the required TDR Trust Agreement with CCD Partners, LLC; and establishes a transfer fee.</p>		
RECOMMENDED ACTION: A MOTION to adopt Resolution No. 19-1298 approving the		

removal of development rights from certain TDR sending sites, authorizing placement of development rights certificates into trust with the City's TDR Bank; approving a TDR Trust Agreement with CCD Black Diamond Partners LLC; and establishing a TDR Transfer Fee.

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 21, 2019		

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 21, 2019		

RESOLUTION NO. 19-1298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, APPROVING THE REMOVAL OF DEVELOPMENT RIGHTS FROM CERTAIN TDR SENDING SITES; AUTHORIZING PLACEMENT OF DEVELOPMENT RIGHTS CERTIFICATES INTO TRUST WITH THE CITY'S TDR BANK; APPROVING A TDR TRUST AGREEMENT WITH CCD BLACK DIAMOND PARTNERS LLC; AND ESTABLISHING A TDR TRANSFER FEE

WHEREAS, the City has adopted a program authorizing the transfer of development rights from designated sending area parcels to designated receiving area parcels pursuant to Black Diamond Municipal Code ("BDMC") Chapter 19.24 ("TDR Program"); and

WHEREAS, the Development Agreement for The Villages Master Planned Development ("Development Agreement") between the City and CCD Black Diamond Partners LLC ("Oakpointe") directs the City at Section 4.9 to work cooperatively with Oakpointe to create an efficient process for facilitating such TDR transactions consistent with the TDR Program; and

WHEREAS, Oakpointe is the owner of real property within the Ten Trails Master Planned Development (formerly known as "The Villages"), and this property ("Ten Trails Receiving Area") constitutes a portion of the properties designated by the City as "TDR Receiving Areas," to which development rights may be transferred under the TDR Program, as reflected in the TDR Program Map, attached as Exhibit 2 to City Ordinance 752; and

WHEREAS, the TDR Program establishes a TDR Bank to be administered by the City, and further provides that development rights certificates ("DRC") may be placed in trust in the TDR Bank, with the City acting as trustee of the DRCs, subject to the conditions set forth in BDMC 19.24.065; and

WHEREAS, BDMC 19.24.065 requires that certain preconditions be met before DRCs may be placed in trust in the City's TDR Bank, including a determination by the City Council that the immediate removal of development rights from specified sending areas prior to the time that such rights are transferred to a specified receiving area will further the goals and purposes of the City's comprehensive plan, the TDR Program, and the 1996 Black Diamond Urban Growth Area Agreement; and

WHEREAS, the City Council finds that immediate removal of development rights from each of the sending sites identified on the TDR Program Map attached as Exhibit 2 to Black Diamond Ordinance 752, dated December 26, 2003 (collectively, "Sending

Sites”), would further the goals and purposes of the City’s comprehensive plan, the TDR Program, and the 1996 Black Diamond Urban Growth Area Agreement (“BDUGAA”); and

WHEREAS, the City Council finds that immediate removal of development rights from the Sending Sites to facilitate future transfers of those development rights to TDR receiving areas would further the purposes and goals of the City’s comprehensive plan (including Sections 2.2, 2.3, 4.1.1, 4.2.2, 4.3.1, 5.4.1, 5.4.3, 5.6.2, 5.6.3, and 8.5.1; Policies LU-3, LU-4, LU-5, LU-7, LU-13, LU-18, LU-19, NE-10, NE-12, and CF-7; Open Space Concept, and TDR Program Guidelines) and the BDUGAA by, among other things, (i) preserving valuable in-City open space, (ii) protecting conservation values associated with the sensitive areas located on the Sending Sites, and (iii) ensuring the continuation of wildlife habitat and natural areas for future generations, including by the recording of approved conservation easements on Sending Sites by owners who agree to enter into TDR transactions with owners of TDR receiving areas; and

WHEREAS, the City Council finds that immediate removal of development rights from the Sending Sites would further the purposes and goals of the TDR Program and the BDUGAA by (a) facilitating the shifting of new development and density to portions of the City where necessary infrastructure and services are already being constructed (or are subject to a binding commitment for construction) and where growth has already been approved pursuant to The Villages MPD and Development Agreement; (b) making the TDR Program more effective and user-friendly because holders of DRCs may sell their development rights to owners of TDR receiving areas without having to wait for the receiving area owner to identify a specific parcel in a final plat to be assigned the development rights of the seller; and (c) and the City obtains immediate assurance, upon recording of an approved conservation easement, that the open space and conservation values associated with the Sending Site parcels will be preserved in perpetuity, thereby offsetting any corresponding loss of natural areas within the TDR receiving areas, where new development has been approved; and

WHEREAS, the City Council finds that immediate removal of development rights from the Sending Sites would further the purposes and goals of the BDUGAA because the BDUGAA expressly requires the use of the TDR Program to achieve planned densities within the annexation areas brought into the City (see BDUGAA Sections 6.3, 7.3, 7.4, and 5.2(a)(6), and Definitions of “In-City Open Space” and “Transfer of Development Rights Program”), and by approving the immediate removal of development rights from the designated Sending Sites, the City is implementing the objective of the BDUGAA to transfer development off of priority open space to residential areas within the annexation areas that are now designated as TDR receiving areas; and

WHEREAS, the City Council finds that the establishment of a trust account within the TDR Bank for purposes of holding DRCs in trust, with Oakpointe acting as Trustor and the City acting as Trustee (f/b/o Oakpointe) of the DRCs, pending approval of final plats to which DRCs may be applied as needed, would further the interests of the TDR Program and fulfill the City’s obligation under the Development Agreement to

provide a functional and efficient process for completing TDR transactions consistent with BDMC Chapter 19.24; and

WHEREAS, the City Council finds that TDR Trust Agreement (including the attached conservation easement and other documentation) attached to this Resolution as Exhibit 1 satisfies the requirements and intent of BDMC 19.24.065 for holding DRCs in trust within the TDR Bank and fulfills all other applicable requirements of the TDR Program; and

WHEREAS, the City Council finds that the TDR Trust Agreement (including the attached conservation easement and other documentation) attached to this Resolution as Exhibit 1 provides an appropriate template for other TDR Receiving Area owners in the City who may wish to utilize the TDR Bank to facilitate TDR transactions with DRC holders; and

WHEREAS, the City currently lacks an approved fee for processing DRC transfers pursuant to BDMC 19.24.090, and the City Council wishes to adopt such a fee to cover the City's administrative costs and burdens of updating its TDR database to reflect such DRC transfers, issuing appropriate notices to DRC holders, and re-issuing updated DRCs when necessary;

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

Section 1. Immediate Removal of Development Rights from TDR Sending Sites. The City Council hereby determines that the immediate removal of development rights from each of the sending sites identified on the TDR Program Map attached as Exhibit 2 to Black Diamond Ordinance 752, dated December 26, 2003 (collectively, "Sending Sites"), would further the goals and purposes of the City's comprehensive plan, the TDR Program, and the 1996 Black Diamond Urban Growth Area Agreement ("BDUGAA"), for at least the reasons stated above, among others.

Section 2. Approval of Use of TDR Bank by Oakpointe to Facilitate DRC Transfers. The City Council hereby approves the use of the City's TDR Bank and the creation of a TDR trust account, pursuant to BDMC 19.24.065, in which DRCs associated with Sending Sites may be placed into trust f/b/o Oakpointe for future transfer to final plats within the Ten Trails Receiving Area pursuant to BDMC 19.24.100.

Section 3. Authorization of the Mayor to Execute TDR Trust Agreement. The Mayor is hereby authorized to enter into a TDR Trust Agreement with Oakpointe substantially in the form attached hereto as Exhibit 1, for the purpose of facilitating efficient TDR transactions between Oakpointe and owners of Sending Sites, as required under the Development Agreement previously approved by the City Council and as contemplated by the BDUGAA and the TDR Program.

Section 4. TDR Transfer Fee. The City Council hereby establishes a fee of three hundred twenty-four dollars (\$324.00) per transaction, regardless of the number

of development rights included in the transaction, for DRC transfers requested under BDMC 19.24.090. This fee is imposed to cover the costs and administrative burden to the City of updating its TDR database to reflect DRC transfers, issuing notices to DRC holders when appropriate, and re-issuing updated DRCs when necessary. The City Clerk is directed to update the City's fee schedule accordingly.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21st DAY OF MARCH, 2019.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

DRC Trust Agreement

THIS DRC Trust Agreement dated as of the ____ day of _____, 20____ (this “Agreement”), is entered into by and among CCD Black Diamond Partners LLC, a Delaware limited liability company (“Trustor”) and City of Black Diamond, a non charter code city in the State of Washington, operating under the provisions of Chapter 35A RCW (“Trustee” or “City”).

R E C I T A L S:

WHEREAS, The Villages Master Planned Development Development Agreement between Trustor and Trustee dated December 12, 2011 recorded under King County recording number 20120130000640, as amended (the “Development Agreement”), directs the Trustor and City at Section 4.9 to work cooperatively to create an efficient process for TDR transactions consistent with Black Diamond Municipal Code Ch. 19.24 (the “TDR Program”);

WHEREAS, Trustor is the owner of the real property comprising the Ten Trails Master Planned Development (formerly known as The Villages) as legally described in Exhibit B to the Development Agreement, as may be amended from time to time (the “Ten Trails Receiving Area”);

WHEREAS, the Ten Trails Receiving Area is a portion of the real property identified as “TDR Receiving Areas” by the City to which development rights can be transferred under the TDR Program, as identified on the map entitled the “TDR Program Map,” which is attached as Exhibit 2 to Ordinance 752;

WHEREAS, as set forth in Black Diamond Resolution No. _____, the Black Diamond City Council has determined that the immediate removal of development rights from any and all of the sending sites legally described on the attached **Exhibit A** (each a “Sending Site,” and collectively the “Sending Sites”) for future transfer to the Ten Trails Receiving Area will further the goals and purposes of the City’s Comprehensive Plan, the City’s TDR Program, and the 1996 Black Diamond urban growth area agreement;

WHEREAS, the Sending Sites were identified by the City as real property from which development rights can be transferred under the TDR Program as identified on the map entitled TDR sending area map, which is attached as Exhibit 2 to Ordinance 752 and is dated December 26, 2003;

WHEREAS, the TDR Program at Black Diamond Municipal Code (“BDMC”) Section 19.24.055(A) created the City of Black Diamond TDR bank (the “TDR Bank”) and further authorized the TDR Bank at BDMC 19.24.055(G) to place development right certificates in trust consistent with the terms of BDMC 19.24.065;

WHEREAS, Black Diamond Resolution No. _____, also specifically authorizes development right certificates from the Sending Sites to be placed into trust with the City’s TDR Bank;

WHEREAS, Trustor intends to enter into contracts to purchase (each a “Purchase Agreement”) certain development rights from the record owners of the Sending Sites (individually “Seller” and collectively the “Sellers”) and needs to use the City’s TDR Bank to facilitate the transactions (each a “Development Rights Purchase Transaction”); and

WHEREAS, BDMC 19.24.065(A)(3) requires that Trustor and Trustee execute a DRC trust agreement prior to or coincident with placing its first DRC into trust within the City’s TDR Bank.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual covenants and the other good and valuable consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, Trustor and Trustee hereby agree as follows:

1. Creation of Trust. Upon mutual execution of this Agreement, Trustee agrees to (i) hold DRCs acquired by Trustor through Development Rights Purchase Transactions in trust, for the benefit of Trustor, within the City of Black Diamond’s TDR Bank and (ii) disburse the DRCs held in trust to Trustor in accordance with the terms of this Agreement.

2. Development Rights Certificate.

- a. If any Seller is not in possession of a valid development right certificate issued by the City certifying that at least the number of development rights it is under contract to sell to Trustor consistent with the Purchase Agreement are available for severance from the Sending Site, then Seller shall submit a complete application for a development right certificate to the City consistent with BDMC 19.24.060 along with any applicable application fee at least forty-five (45) day prior to the closing date set forth in the Purchase Agreement (the “Closing Date”). If the City approves the development right certificate application submitted by Seller consistent with BDMC 19.24.060(E), then the City shall issue a development right certificate for the Sending Site (the “DRC”) stating the quantity of development rights remaining thereon. Simultaneous therewith, the City shall also record a notice of issuance of the DRC with the King County’s Recorder’s Office as set forth in BDMC 19.24.060(E). Such recording cost shall be paid by Seller, who shall, at the time of application, pay a deposit of \$150.00 to the City to be applied toward recording fees.
- b. If Seller is already in possession of such a valid DRC, or following City’s issuance of the DRC as outlined in subsection (a) above, Trustor shall send a written notice to the Trustee of its intent to use the TDR Bank to facilitate the Development Rights Purchase Transaction and include in such notice both the number of development rights to be purchased from Seller and the Closing Date. Such written notice shall be received by Trustee no later than ten (10) business days prior to the Closing Date.

3. Steps to Place DRCs into Trust. Following Trustee's receipt of the written notice from Trustor described in subsection 2(b) above, Trustor and Trustee shall perform the following steps to place DRCs into trust with the TDR Bank:

- a. Notice of Sale of DRC. The Escrow Agent identified in the Purchase Agreement shall be instructed by Trustor to deliver an original signed written notification as set forth in BDMC 19.24.090 from Seller stating the quantity of development rights associated with the DRC that Seller has conveyed to Trustor for the Ten Trails Receiving Area and that shall be held in trust by the Trustee for the benefit of Trustor in the City's TDR Bank. Such written notification shall occur pursuant to the form attached hereto as **Exhibit B** (the "Notice of Sale of DRC") and incorporated herein by this reference. Included within such Notice shall be Seller's payment to the City of the applicable transfer fee as specified in the City's adopted fee schedule. Within fifteen (15) business days of the Trustee's receipt of the Notice of Sale of DRC, the City shall perform the following:
 - i. Send by registered mail for recording with the King County Recorder's Office, at Trustor's cost, notice that that the DRC holder has changed to the "City of Black Diamond, as Trustee pursuant to the terms of the DRC Trust Agreement between CCD Black Diamond Partners LLC and the City of Black Diamond dated *[fill in date of the Agreement]*" and is being held in the City's TDR Bank for benefit of Trustor. Once this notice is recorded, the DRC shall not have an expiration date.
 - ii. If applicable, reissue a DRC to Seller indicating any remaining development rights available for sale or transfer from the Sending Site, if any.
 - iii. Update the City's TDR Program database to identify the trust status of the DRC held in trust by the TDR Bank.
 - iv. Issue a written notice to Trustor and Seller that the TDR Program database has been updated to reflect the transfer.

The transfer fee shall be established by the City, and updated as necessary, to cover the City's costs in completing the foregoing steps. The City shall not perform the four steps outlined above unless and until the items described in Sections 4 and 5, below, have been completed.

4. Deed of Transfer. At the closing of the Development Rights Purchase Transaction ("Closing"), Seller shall transfer the development rights from the Sending Site(s) to the Trustee for the benefit of the Trustor using the form of deed of transfer set forth in **Exhibit C** ("Deed of Transfer"). Consistent with BDMC 19.24.100, the Deed of Transfer shall specify the number of

development rights, the legal description of the Sending Site, and the legal description of the Ten Trails Receiving Area.

5. Conservation Easement. At Closing, a permanent conservation easement in a form approved by the Black Diamond City Attorney as set forth in **Exhibit D** (“Conservation Easement”) and signed by the Mayor shall be recorded on the Sending Site by the Escrow Agent and filed with the City Clerk per BDMC 19.24.080(C). It is understood by the Trustor and Trustee that unless the Deed of Transfer reflects the sale to Trustor of all of the Seller’s remaining development rights on the Sending Site as reflected in the corresponding DRC, the Conservation Easement must include a legal description specifying the portion of the Seller’s Sending Site parcel (the “Conservation Zone”) that is to be made subject to the development prohibitions and/or use restrictions set forth in the Conservation Easement.

6. Administration of Trust. Simultaneous with Trustor’s submittal of an application for: (i) final plat approval for any division of a final plat, (ii) final binding site plan approval, or (iii) site plan review approval within the Ten Trails Receiving Area requiring development rights from the TDR Bank, Trustor shall deliver a written notice to Trustee that it wishes to transfer a DRC, or a portion of the development rights evidenced by a DRC, to a specific parcel(s) within the Ten Trails Receiving Area. This notice shall include the certificate number(s) of the DRC(s) (or portion(s) thereof) being transferred to the receiving area. Thereafter, if the City approves the Trustor’s application for final plat, final binding site plan, or site plan review, Trustee shall disburse, within five (5) business days of such approval, the DRC or applicable portion thereof to Trustor by issuing a notice in recordable format that Trustor shall record at its expense simultaneous with the final plat, final binding site plan, or site plan review stating that: (i) the DRC (or a portion thereof if applicable) is now held by Trustor; and (ii) identifying the specific parcel(s) within the Ten Trails Receiving Area receiving the development right(s). Simultaneous therewith, the City shall update the TDR Program database accordingly.

7. Termination of Trust. This Agreement shall terminate upon the later of the following: (i) expiration of the Development Agreement or (ii) when all development rights evidenced by the DRCs held in TDR Bank on behalf of Trustor have been applied to a specific parcel(s) within the Ten Trails Receiving Area pursuant to the process outlined in Section 6 of this Agreement. If Trustor still has DRCs in the TDR Bank when the MPD Funding Agreement set forth in Exhibit N of the Development Agreement expires, Trustor and Trustee shall work cooperatively to revise Sections 14 and 15 herein to replace references to the terms of the Development Agreement.

8. Accounting. Trustee shall provide Trustor with quarterly statements detailing the number and status of development rights certificates it holds in trust for Trustor.

9. Dispute. In the event that a dispute shall arise as to the disposition of a DRC, Trustee shall have the right, at its option, to either hold the same or deposit the same with a court of competent jurisdiction pending decision of such court, and Trustee shall be entitled to rely upon the decision of such court.

10. Conflict with Purchase Agreement and/or Development Rights Purchase Transaction. In the event of any conflict regarding the subject matter of this Agreement and the terms and conditions of a Purchase Agreement and/or Development Rights Purchase Transaction, the terms and conditions of this Agreement shall control.

11. Trustee Liability. Trustee shall have no liability whatsoever arising out of or in connection with its activity as Trustee provided it does not act with gross negligence, in bad faith or willful disregard of the terms of this Agreement, and Trustor agrees to indemnify and hold harmless Trustee all out-of-pocket loss, cost, claim, damage, liability and expenses (including reasonable legal fees) actually incurred by Trustee by reason of its acting as trustee under the terms of this Agreement, unless caused by Trustee's gross negligence, bad faith, or willful disregard of the terms of this Agreement.

12. Reliance. Trustee shall be entitled to rely upon any judgment, certification, demand or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein, the propriety or validity thereof, or the jurisdiction of a court issuing any such judgment. Trustee may act in reliance upon (a) any instrument or signature believed to be genuine and duly authorized, and (b) advice of counsel in reference to any matter or matters connected therewith.

13. Prevailing Party Expenses. In the event of a dispute concerning this Agreement, the substantially prevailing party shall be entitled to be reimbursed by the other party for its reasonable legal fees actually incurred in the dispute.

14. Trustee Costs. Trustee's costs associated with performing its obligations under this Agreement (as well as the recording costs assumed by Trustor hereunder) shall be deemed MDRT Costs as defined in Exhibit N of the Development Agreement and shall be invoiced monthly by the City and paid by Trustor according to the provisions of the MPD Funding Agreement set forth in such Exhibit N. Trustee's costs of administration are expressly understood by the Parties to include administrative time and expenses associated with transferring DRCs out of the trust for final plat approval and recording, issuing notices, updating the TDR Program database, and preparing regular reports to Trustor concerning the number and status of DRCs held in trust. Notwithstanding the foregoing, Trustee acknowledges and agrees that it shall first use and apply the DRC application fee, the transfer fee, and the \$150 recording fee deposit for its costs associated with performing its obligations under this Agreement prior to invoicing Trustor for any costs in excess of these amounts.

15. Notices. Notices given under this Agreement shall be given to the parties at the addresses and in the manner set forth in Section 14 of the MPD Funding Agreement set forth in Exhibit N of the Development Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to its choice-of-law rules.

17. Counterparts. This Agreement, and any amendment hereto (as evidenced by a written agreement between the parties hereto), may be executed in any number of counterparts and by each party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument. The parties may deliver executed signature pages to this Agreement by facsimile or electronic transmission, which facsimile or electronic copy shall be deemed to be an original signature page.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

19. Jurisdiction. ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LITIGATED IN THE APPLICABLE FEDERAL DISTRICT COURT OR THE STATE COURT HAVING JURISDICTION FOR KING COUNTY, WASHINGTON (COLLECTIVELY, THE "COURTS"). BY EXECUTING AND DELIVERING THIS AGREEMENT, THE PARTIES HERETO SUBMIT TO THE NON-EXCLUSIVE PERSONAL JURISDICTION OF THE COURTS FOR ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR IN RELATION TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this DRC Trust Agreement as of the date set forth above.

TRUSTOR:

CCD BLACK DIAMOND PARTNERS LLC, a
Delaware limited liability company

By: Oakpointe LLC, a Washington limited liability
company

Its: Manager

Title: _____

By: _____

Name: Brian Ross

Title: _____

TRUSTEE:

CITY OF BLACK DIAMOND

Carol Benson, Mayor

Attest:

Brenda Martinez, City Clerk

Approved as to Form:

David Linehan, City Attorney

Exhibits:

- Ex. A: Sending Site Legal Description
- Ex. B: Form of Notice of Sale of DRC
- Ex. C: Form of Deed of Transfer
- Ex. D: Form of Permanent Conservation Easement

Exhibit A

SENDING SITE LEGAL DESCRIPTION

Exhibit B

FORM OF NOTICE OF SALE OF DRC

[DATE]

CITY OF BLACK DIAMOND

ATTN: Barbara Kincaid, Community Development Director

24301 Roberts Drive

PO Box 588

Black Diamond, WA 98010

Dear Ms. Kincaid:

This letter provides written notice that *[NAME OF SELLER]* (“DRC Holder”) has effective as of the date of this letter and pursuant to BDMC 19.24.090, conveyed the right to use *[IDENTIFY NUMBER OF DEVELOPMENT RIGHTS CONVEYED]* of Development Rights Certificate (DRC) *[ADD SERIAL NUMBERS FROM DRC]* dated *[ADD DRC DATE]* to City of Black Diamond, as Trustee for CCD Black Diamond Partners LLC pursuant to the terms of the DRC Trust Agreement dated _____.

Enclosed is the applicable transfer fee for the City in the amount of \$_____.

DRC Holder requests that the City enter the data into the TDR Program database; change the name of the DRC holder to “City of Black Diamond, as Trustee pursuant to the terms of the DRC Trust Agreement between CCD Black Diamond Partners LLC and the City of Black Diamond dated *[fill in date of the applicable DRC Trust Agreement]*”; issue a written notice to CCD Black Diamond Partners LLC and DRC Holder that the TDR Program database has been updated to reflect the transfer, and record a notice with the King County Recorder’s Office that the DRC holder has changed.

[IF DRC HOLDER DOES NOT SELL ALL TDRS TO CCD BLACK DIAMOND PARTNERS LLC, THEN INCLUDE FOLLOWING PARAGRAPH: DRC Holder requests that the City reissue a DRC to DRC Holder indicating the remaining ____ development rights available for sale or transfer from the Sending Site.]

If you have any questions regarding this written notice of DRC transfer and sale, please contact DRC Holder at _____ and CCD Black Diamond Partners LLC at 425-898-2100.

Sincerely,

[NAME OF SELLER]

Exhibit C

FORM OF DEED OF TRANSFER

AFTER RECORDING RETURN TO:

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

DEED OF TRANSFER OF DEVELOPMENT RIGHTS

Grantor: _____

Grantee: _____

Legal Description: See Exhibit A, attached

Abbreviated Legal: _____

Tax Parcel Identification Number: _____

Reference Numbers of Related Documents: _____ (recording number(s))

This DEED OF TRANSFER OF DEVELOPMENT RIGHTS (this “Deed”) is agreed to and executed by _____ (“Grantor”), and _____ (“Grantee”).

RECITALS

WHEREAS, Chapter 19.24 of the Black Diamond Municipal Code (“BDMC”) establishes a Transfer of Development Rights (TDR) Program (the “TDR Program”) and sets forth required procedures for transferring transferrable development rights (“TDRs”) from designated TDR sending area parcels to eligible TDR receiving area parcels, which transfers may be facilitated using the City of Black Diamond’s (the “City”) TDR bank; and

WHEREAS, Grantor is the present owner of the real estate situated in the City of Black Diamond, State of Washington as legally described on the attached Exhibit A (the “Sending Site”), and the City has allocated _____ TDRs to the Sending Site as reflected in that certain development rights certificate (“DRC”) issued by the City under DRC No. _____; and

WHEREAS, Prior to the date of this Deed, Grantor has used, extinguished, or conveyed [REDACTED] of the [REDACTED] total TDRs allocated by the City to the Sending Site pursuant to the TDR Program; and

WHEREAS, pursuant to BDMC 19.24.065 and 19.24.080, Grantor has executed a conservation easement (in a form approved by the City) establishing a conservation easement on the Sending Site, and that conservation easement has been or will be recorded with the King County Recorder's Office at the same time as this Deed is recorded; and

WHEREAS, Grantee is the owner of one or more TDR receiving area parcels within the City and desires to acquire TDRs for use in the development of Grantee's property; and

WHEREAS, Grantor desires to sell [REDACTED] TDRs associated with the Sending Site and DRC No. [REDACTED] to Grantee; and

WHEREAS, BDMC 19.24.100 requires that sales of TDRs occur by deed of transfer, on a form approved by the City and specifying the number and source of development rights sold or conveyed, which must be recorded with the King County Recorder's Office;

NOW THEREFORE, Grantor and Grantee agree as follows:

CONVEYANCE

Grantor, for and in consideration of the sum of [REDACTED] (\$ [REDACTED]), the receipt and sufficiency of which are hereby acknowledged, hereby grants, warrants and conveys to Grantee, including its heir, successors, and assigns, all of Grantor's right, title and interest in [REDACTED] TDRs of the total [REDACTED] TDRs evidenced by DRC No. [REDACTED] for attachment to, and use in conjunction with the development of the real property situated in the City of Black Diamond, State of Washington as legally described on the attached Exhibit B (the "Receiving Site"). This Deed conveys only the aforementioned TDRs and no other interest in the Sending Site.

Grantor covenants and warrants that Grantor is the lawful owner of DRC No. [REDACTED] and has the right to transfer the number of TDRs being conveyed to Grantee by this Deed, free and clear of all other liens or encumbrances.

Grantor intends that this Deed include all applicable warranties set forth in RCW 64.04.030 as if fully set forth and incorporated herein. This Deed is binding on and shall inure to the benefit of Grantor, Grantee, and their respective heirs, successors, and assigns. The above-stated Recitals are hereby incorporated by this reference.

DATED THIS _____ DAY OF _____, 20____.

Grantor: _____

Grantee: _____

Printed name: _____

Printed name: _____

EXHIBIT A

Legal Description of Sending Site

EXHIBIT B

Legal Description of Receiving Site

Exhibit D

FORM OF PERMANENT CONSERVATION EASEMENT

When recorded return to:

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

CONSERVATION EASEMENT

Grantor: [REDACTED]

Grantee: The City of Black Diamond

Legal Description: See Attached Exhibit A

Assessor's Tax Parcel Numbers: [REDACTED]

THIS CONSERVATION EASEMENT (hereinafter "Easement") is made by [REDACTED], having an address of [REDACTED], Black Diamond, WA 98010, ("Grantor"), in favor of the City of Black Diamond, a municipal corporation organized under the laws of the State of Washington ("Grantee" or "City") (collectively, "the Parties").

1. RECITALS AND DEFINITIONS

1.1. Grantor is the sole owner in fee simple of real property located in the City of Black Diamond, King County, Washington, which includes one or more parcels that have been designated by the City as Transfer of Development Rights ("TDR") Sending Area parcels as defined in Chapter 19.24 of the Black Diamond Municipal Code ("BDMC"), which property is described more specifically in Exhibit A (Parcel Legal Description) attached hereto and incorporated herein by this reference, and which is referred to throughout this Easement as the "Protected Property."

1.2. The Protected Property contains natural and open-space land that possesses one or more of the following characteristics (hereafter referred to as "Conservation Values"): wetlands, riparian habitat, floodplains, fish and wildlife habitat, soil and water resources, and other natural and open space areas of ecological value and importance to Grantor, the residents of Black Diamond and King County, and the people of the State of Washington.

1.3. Grantors wish to create a perpetual and irrevocable conservation easement to

preserve and maintain the Conservation Values located within a designated “Conservation Zone” (defined below and depicted in Exhibit B attached hereto) on the Protected Property.

1.4. The conservation easement is intended to comply with and fulfill the purposes of the TDR Program set forth in Chapter 19.24, BDMC. Execution of this Easement is a condition precedent to the transfer of development rights from the Protected Property to an authorized receiving area.

1.5. The Parties intend that the Conservation Values of the Protected Property be preserved and maintained in perpetuity by restricting development on the Protected Property to only those uses that are consistent with the remaining development rights, if any, attached to the Protected Property, and by permitting only those land uses and development activities in the Conservation Zone on the Protected Property that do not significantly interfere with or impair its Conservation Values, as further provided in this Easement.

1.6. The Parties acknowledge that the City has allocated to the Protected Property a total of [REDACTED] development rights (“Total Property Development Rights”), of which Grantor has previously conveyed [REDACTED] prior to the date of this Easement. Coincident with the recording of this Easement, Grantor is conveying [REDACTED] of the remaining development rights attached to the Protected Property to a TDR Program Receiving Area. As such, Grantor has conveyed [REDACTED] development rights, representing [REDACTED] percent ([REDACTED]%) of Total Property Development Rights allocated to the Protected Property by the City. This percentage is referred to hereafter as the “Conservation Percentage.”

1.7. It is Grantor’s intent that the development and use restrictions of this Easement apply to the Conservation Zone described and depicted in Exhibit B (Conservation Zone Legal Description and Map) attached hereto and incorporated herein by this reference. The Conservation Zone consists of an area of the Protected Property containing [REDACTED] square feet, which is substantially equal to the total square footage of the Protected Property multiplied by the Conservation Percentage. The Conservation Zone shall be a contiguous area within the Protected Property unless the Grantor demonstrates that contiguity is impracticable without causing the size of the Conservation Zone to exceed the Conservation Percentage. The portion of the Protected Property that lies outside the Conservation Zone is hereafter referred to as the “Unrestricted Area.”

1.8. In the event that Grantor is conveying one hundred percent (100%) of the Total Property Development Rights associated with the Protected Property, then the Conservation Zone shall be co-extensive with the legal description of the Protected Property provided in Exhibit A, in which case the development and use restrictions provided in this Easement shall apply to the entire area of the Protected Property, and there shall be no Unrestricted Area.

1.9. After the effective date of this Easement, if Grantor (or its successor-in-interest) submits any land-use permit application or any other permit to develop the Unrestricted Area of the Protected Property, the City shall review the application(s) for compliance with the BDMC as of the filing date of the completed application. Development on the Unrestricted Area will be permitted only to the extent allowed by the remaining development rights attached to the

Protected Property, and only to the extent that the development does not significantly interfere with or impair the Conservation Values of the Conservation Zone, as evaluated under the City's sensitive areas ordinance and related codes.

2. CONVEYANCE AND CONSIDERATION

2.1. For and in consideration of the mutual covenants, terms, conditions, and restrictions contained in this Easement, and other good and valuable consideration provided by the Parties, Grantor hereby voluntarily grants, conveys, and quit claims to Grantee a conservation easement in perpetuity over the Conservation Zone of the Protected Property, the terms of which are as set forth in this Easement.

2.2. This is a conveyance of an interest in real property under the provisions of RCW 64.04.130 and constitutes a perpetual servitude upon that portion of the Protected Property described herein as the Conservation Zone. Grantor expressly intends that this Easement run with the land and that this Easement shall be binding upon Grantor's successors and assigns.

3. RIGHTS CONVEYED TO GRANTEE

The following rights are conveyed to Grantee by this Easement:

3.1. Access.

3.1.1. With Notice. With reasonable notice to Grantor, the Grantee or its authorized representatives may enter onto Conservation Zone of the Protected Property for purposes of inspection, monitoring, and enforcement to ensure compliance with the provisions of this Easement.

3.1.2. Without Notice. Without notice to Grantor, and to confirm the existence of a violation, the Grantee may enter the Conservation Zone of the Protected Property on the reasonable belief that a violation of this Easement has occurred.

3.2. Restriction of Activities or Use. The right to restrict use or activity within the Conservation Zone that is inconsistent with this Easement (or elsewhere on the Protected Property if such use or activity is likely to impair or significantly interfere with the Conservation Values of the Conservation Zone), as more particularly set forth in Section 5 ("Prohibited Uses and Activities"), below.

3.3. Restoration. The right to request or compel the restoration of such areas or features of the Conservation Zone as may be damaged by uses or activities inconsistent with the provisions of this Easement.

4. GRANTOR'S RESERVED RIGHTS AND OBLIGATIONS

4.1. General Rights. Grantor reserves for itself and its successors and assigns all rights accruing from ownership of the Protected Property that are neither inconsistent with nor

prohibited by this Easement. Grantor specifically reserves for itself and its successors and assigns, the following non-exhaustive list of uses and activities within the Conservation Zone:

4.1.1. Recreation. The undertaking of passive recreational activities, such as walking, picnicking, traversing and observing wildlife on the Protected Property; provided that such activities are conducted in a manner and intensity that does not adversely affect the Conservation Values of the Conservation Zone. Notwithstanding the foregoing, Grantor shall not construct improvements in furtherance of the foregoing recreational uses and activities without advance, written consent from Grantee (and upon issuance of any required City permits for such improvements).

4.1.2. Road Maintenance. The use, maintenance, or replacement of existing roads necessary to maintain, restore, or enhance the Conservation Values or to facilitate access within the Conservation Zone necessary for uses and activities expressly allowed in this Section (subject to generally applicable City permitting requirements, if any).

4.1.3. Fences. The construction and maintenance of fences within or around the Conservation Zone (subject to generally applicable City permitting requirements, if any).

4.1.4. Habitat Stewardship, Restoration, and Enhancement. Constructing, installing, planting, maintaining, and engaging in other activities to maintain or further restore or enhance the Conservation Values of the Conservation Zone, which may include, but are not limited to, mowing grass and weed clearing; providing temporary above-ground irrigation; incidental or minor pruning of native plants to encourage growth or for cut-flower arrangements for non-commercial purposes; and physical removal of invasive weed species.

4.1.5. Maintenance. Taking various actions necessary to protect the Conservation Values and other features of the Conservation Zone, such as planting or replacing native plant species, and weeding.

4.1.6. Trails. Constructing, installing, repairing, and maintaining trails for non-motorized, non-commercial use by Grantor and/or the public (if public access is granted) that are maintained and/or owned by, or for the benefit of, a public agency or a non-profit conservation organization, subject to generally applicable City permitting requirements.

4.1.7. Signs. The installation and maintenance of signs specific to the uses authorized in this Easement, provided that such installation does not adversely affect the Conservation Values, and further provided that such signs comply with applicable limitations or permitting requirements set forth in the BDMC.

4.1.8. Protection of Health or Safety. The undertaking of other activities necessary to protect human health or safety, or that are actively required by and subject to compulsion of any governmental agency with authority to require such activity; provided that any such activity shall be conducted so that adverse impacts on the Conservation Values are avoided, or, if avoidance is not possible, minimized to the greatest extent

possible under the circumstances. Trees that pose an imminent hazard or are determined to be hazardous by a certified arborist may be removed in compliance with applicable substantive and procedural requirements of the BDMC.

4.1.9. Other Uses Consistent with Preservation of Conservation Values.

With advance, written approval of the City, any other use that is generally consistent with and accessory to the preservation of Conservation Values within the Conservation Zone and that fulfills the purpose of environmental resource protection under this Easement and the BDMC.

4.2. Applicability of BDMC and Other Laws. The further use and development of the Unrestricted Area of the Protected Property is permanently restricted to that which is allowable by the remaining development rights, if any, attached to the Protected Property as of the effective date of this Easement, and as further restricted by the development regulations and any applicable zoning or overlays in effect at the time of filing a complete application for further use and development. None of the covenants, terms, and conditions contained in this Easement are intended to allow any use or development within the Unrestricted Area or the Conservation Zone that is not otherwise permitted by applicable federal, state, and local laws, regulations, ordinances, and adopted standards.

4.3 Grantor's Obligations and Indemnification.

4.3.1. Noxious Weed Control. Grantor shall comply with all state and local requirements for controlling noxious weeds within the Protected Property and Conservation Zone, including any laws and regulations governing pesticide and herbicide application.

4.3.2. Structures, Facilities, and Improvements. Grantor shall remain fully responsible for the use and maintenance of the Protected Property, including all permitted structures, facilities, and improvements associated with any activities permitted within the Conservation Zone.

4.3.3. Indemnification. Grantor shall indemnify the City and hold the City harmless from all damages, liabilities, and costs (including attorneys' fees, witness fees, and court costs) of every kind incurred or awarded in connection with any claims, demands, or actions for bodily injury, property damage, or other loss or injury suffered or alleged to have been suffered, by any third party that arise from or relate in any way to the condition of, use of, enjoyment of, access to, or presence on the Protected Property.

4.4 No Right of Public Access. This Easement is not intended, nor should it be construed, to convey to the public a right of access to, or use of, the Protected Property or Conservation Zone, unless explicitly provided elsewhere in this Easement.

5. PROHIBITED USES AND ACTIVITIES

5.1. General Prohibitions. Grantor shall use and manage the Protected Property to assure that the Conservation Zone will be forever retained predominately in its natural and open-

space condition as a “relatively natural habitat of fish, wildlife, or plants, or similar ecosystem” (as that phrase is used in 26 U.S.C. § 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder), and to prevent any uses of, or activities in, the Conservation Zone that may significantly impair or interfere with Conservation Values. Any use of, or activity within, the Conservation Zone that is inconsistent with the preservation of its Conservation Values is prohibited by this Easement, and Grantor acknowledges and agrees that it will not conduct, engage in, or permit any such use or activity. Without limiting the generality of the foregoing, the following uses and activities within the Conservation Zone are inconsistent with the purposes of this Easement and are prohibited:

5.1.1. Subdivision. The legal or “de facto” division or subdivision of the Conservation Zone, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Conservation Zone is divided into lots or prepared for residential or commercial construction. This prohibition shall not be interpreted to preclude any lot line adjustment that does not reduce the total square footage of the Conservation Zone or otherwise diminish the Conservation Values preserved by this Easement.

5.1.2. Construction of Improvements. The placement, installation, or construction of any buildings, structures, non-tillable surfaces, or other improvements of any kind either of a temporary or permanent nature, including, but not limited to, roads, railroads, utilities, cellular phone towers, septic systems, wells, recreational facilities, and parking lots within the Conservation Zone, except as expressly allowed in Section 4, above, or elsewhere in this Easement, and subject to generally applicable City permitting requirements. “Non-tillable surfaces” include asphalt, concrete, gravel, any other cover material not normally associated with cultivation of the soil. Notwithstanding the foregoing restrictions, nothing in this section 5.1.2 prohibits installation of approved stormwater management facilities.

5.1.3. Alteration of Land. The alteration of the surface of the land within the Conservation Zone, including, without limitation, the excavation or removal of soil, sand, gravel, peat, or sod, except in conjunction with a use or activity expressly allowed in Section 4, above, and subject to generally applicable City permitting requirements.

5.1.4. Erosion or Water Pollution. Any use or activity within the Conservation Zone that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters, unless in conjunction with a use or activity expressly allowed in Section 4, above, and only with appropriate protection or mitigation approved in advance by the City.

5.1.5. Waste Disposal. The disposal, storage, or Release of Hazardous Substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material. The term “Release” means release, generation, treatment, disposal, storage, dumping, burying, or abandonment. The term “Hazardous Substances” means any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful, or are designated as, or contain components that are hazardous, toxic, dangerous, or harmful, and/or that are subject to regulation as hazardous, toxic, dangerous, or harmful or as a

pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product.

5.1.6. Mining. The exploration for, or development and extraction or removal of, oil, gas, coal, limestone, fossils, metals, geothermal resources, or rock of any type on or below the surface of the Protected Property.

5.1.7. Removal of Trees and Other Vegetation. The topping, cutting, felling, uprooting, girdling, clearing, burning, haying, or major pruning or other destruction or removal of live and dead trees and other vegetation, including removal for commercial purposes, except as expressly provided in Section 4, above, or in conjunction with a use or activity expressly allowed in Section 4, above, subject to general City permitting requirements, if any.

5.1.8. Agricultural Activities. The plowing, tilling, or cultivating the soils or vegetation for agricultural purposes, except as expressly provided in Section 4, above.

5.1.9. Planting or Introduction of Non-Native Species of Plants. The planting or purposeful introduction of nonnative plants or any invasive species of vegetation.

5.1.10. Motorized Vehicles and Excessive Noise. The operation of motorcycles, dune buggies, snowmobiles, or other type of off-road motorized recreational vehicles, the launching or beaching of motorized watercraft, or the operation of other sources of excessive noise pollution, except as expressly provided in Section 4, above.

5.1.11. Signs. The placement of signs, billboards, or other advertising material, except as expressly provided in Section 4, above.

5.1.12. Granting or Allowing New Utility Easements or Installations. No subsurface activities, including excavation for underground utilities, pipelines, stormwater control facilities, or other underground installations that cause permanent disruption of the surface are permitted, except for those approved by the City or required by state or federal law. Nothing in this Easement, however, prevents Grantor or his successors-in-interest, the City, and any authorized utility from installing and maintaining, in accordance with applicable laws and regulations, any water, sewer, natural gas, electric, or telecommunications lines, structures, and appurtenant facilities as allowed under recorded easements or otherwise required by law. Any temporarily disrupted soils or surfaces shall be restored in a manner consistent with the land's Conservation Values and to as good a condition as prior to the excavation or installation, to the satisfaction of Grantee, in its sole discretion.

5.1.13. Recreational Activities. The undertaking of recreational activities and the installation or construction of improvements in furtherance of the same, except as expressly provided in Section 4 above.

5.1.14. Grazing of Domestic Animals. The keeping of domestic animals, except in conjunction with a use or activity expressly allowed in Section 4, above.

5.1.15. Hunting or Trapping. Hunting or trapping within the Conservation Zone,

except to the extent reasonably determined by Grantor to be necessary to preserve or protect the Conservation Values or otherwise to prevent risk of harm to persons or personal property.

5.1.16. Harvesting of Native Plants. The gathering, picking, taking, or harvesting of native plants, except as expressly allowed in Section 4, above.

5.1.17. Altering of Surface or Subsurface Hydrology Entering, on, or Leaving the Protected Property. Draining, filling, dredging, ditching, diking, impounding, altering or manipulating aquatic resources of the Conservation Zone, except to the extent reasonably determined necessary by Grantor or Grantee to preserve or protect the Conservation Values of the Protected Property.

6. NOTICE

6.1. Notice.

6.1.1. By Grantor. When required by the terms of this Easement, Grantor shall notify Grantee in writing at the following mailing address: City of Black Diamond, Attention: Community Development Director, P.O. Box 599, Black Diamond, WA 98010.

6.1.2. By Grantee. Grantee shall accept written notice from Grantor either in person or by mail at the following address: [REDACTED].

7. ENFORCEMENT

7.1. Grantee's Right to Enforce. Grantee may prevent any use or activity that violates the terms of this Easement or is otherwise inconsistent with the purpose or intent of this Easement. Grantee may institute legal action to enjoin or abate any violations; to require restoration of the Conservation Zone; for specific enforcement; and/or for damages for breach of any term or condition of this Easement. Enforcement of the terms of this Easement shall be at the sole discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach by Grantor or its agents, employees, contractors, invitees, or licensees shall not constitute or be construed to be a waiver by Grantee of such term or provision or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Nothing in this Easement is intended, nor shall it be construed, to create a right in any third party to enforce this Easement or Grantor's obligations hereunder.

7.2 Notice of Violation; Action. If Grantee determines that a violation of the terms of this Easement has occurred, is occurring, or will occur imminently, Grantee shall give written notice to Grantor of the violation and demand corrective action sufficient to cure the violation within a specified period of time, and, where the violation involves injury to the Conservation Zone, to restore the portion of the Conservation Zone so injured to its prior condition in accordance with a plan approved by Grantee.

7.2.1. Failure to Cure. If, upon receipt of written notice of the violation,

Grantor fails to cure the violation within the time specified by Grantee or fails to respond to the notice of violation within a reasonable time as determined by the City, then the City may bring judicial action in any court of competent jurisdiction to enforce this Easement and Grantor's obligations hereunder. Grantee may also, in Grantee's sole discretion and without awaiting a judicial determination, undertake remedial action to correct the violation and restore any damage to the Conservation Zone resulting therefrom, and the City may recover the costs of such corrective action from Grantor.

7.2.2. Right to Recover. In any action to enforce this Easement or to establish a violation of Grantor's obligations hereunder, the prevailing party is entitled to recover damages for injury to any Conservation Values protected by this Easement and the costs of any corrective actions undertaken to remedy violations of this Easement. Without limiting Grantor's liability in any way, Grantee shall first apply any damages recovered to the cost of undertaking corrective or restoration work in the Conservation Zone.

7.3. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Grantee may pursue its remedies under this Section 7 without prior notice to Grantor and without waiting for the period provided for cure to expire.

7.4. Acts Beyond Party's Control. Grantor shall not be found in default or violation as to any obligation created by this Easement if such Party is prevented from fulfilling its obligation(s) by, or such condition fails to occur due to (a) actions by a trespasser upon the Protected Property; (b) forces beyond Grantor's reasonable control, including flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight Grantor could not reasonably have expected or avoided; (c) any action deemed reasonable by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons, personal property, or the Conservation Zone due to forces beyond Grantor's reasonable control. In the event the terms of this Easement are violated by acts of trespassers, Grantor agrees, at Grantee's option and expense, to join in any suit, to assign its right of action to Grantee, or to appoint Grantee its attorney in fact, for the purpose of pursuing enforcement action against the responsible parties.

8. COSTS, LIABILITIES, TAXES

8.1. Costs, Legal Requirements, Liabilities and Insurance. Grantee, in approving and accepting this Easement, assumes no obligation whatsoever for the maintenance, repair, management, supervision, or enhancement of the Conservation Zone and the Protected Property. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, maintenance, repair, management, supervision, or enhancement of the Conservation Zone and the Protected Property.

8.2. Taxes and Other Costs. Grantor shall pay all taxes, fees, and charges assessed against the Conservation Zone and the Protected Property by governmental authority as they become due.

9. CONDEMNATION AND SUBSEQUENT TRANSFER

9.1. Condemnation. If the property subject to this Easement is taken, in the whole or in the part, by any public agency or authority exercising its power of eminent domain, Grantee shall be entitled to receive just compensation based upon the appraised value of the conservation easement or as otherwise determined by court of competent jurisdiction. Grantor may not reach a negotiated settlement with a condemning authority to determine the amount of compensation due for a taking of this Easement or all or any part of the property within the Conservation Zone without the express consent of Grantor.

9.2. Subsequent Transfers. Grantor agrees to:

9.2.1. Incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest;

9.2.2. Describe this Easement in and append it to any executory contract for the transfer of any interest in the Protected Property; and

9.2.3. Give written notice to Grantee of the proposed transfer of any interest in all or a portion of the Protected Property at least 30 days prior to the date of such transfer. Notice shall include the name, address, and telephone number of the transferee or the transferee's representative. Such notice is necessary for the City to be able to maintain updated records in its TDR Program database. The failure of Grantor to perform any act required by this Section 9.2 shall not impair the validity of this Easement or limit its enforceability in any way.

9.3. No Merger. In the event that Grantee acquires the fee title to the Protected Property, it is the Parties' intention that no merger of title shall take place that would merge the restrictions of this Easement with fee title to the Protected Property and thereby eliminate them, and that the restrictions on the use of the Conservation Zone, as embodied in this Easement, shall, in the event title becomes vested in Grantee, become and remain permanent and perpetual restrictions on the use of the Conservation Zone.

10. AMENDMENT

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement upon mutual approval of such amendment. Any such amendment shall be recorded at Grantor's expense in the official records of King County, Washington, and any other jurisdiction in which such recording is required.

11. ASSIGNMENT AND SUCCESSION

11.1. Assignment. With Grantor's written approval, which shall not be unreasonably withheld, this Easement is transferable, but Grantee may assign its rights and obligations under

this Easement only to an organization that is authorized to acquire and hold conservation easements under applicable law (RCW 64.04.130).

11.2. Successors and Assigns. The covenants, terms, conditions, and restrictions of this Easement bind, and inure to the benefit of, the Parties to this Easement and their respective successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property, unless sooner terminated as expressly provided for herein. A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer survive transfer.

12. RECORDATION

Pursuant to BDMC 19.24.080(C), this Easement shall be recorded in the official records of King County, Washington, and a copy of the recorded document shall be filed with the City Clerk. Recording shall occur either at the time of transfer of TDRs to an eligible receiving area parcel or when placed in trust with the City's TDR Bank pursuant to BDMC 19.24.065(A)(2).

13. GENERAL PROVISIONS

13.1. Controlling Law. This Easement shall be construed, interpreted, and enforced pursuant to the laws of the State of Washington, without reference to its choice-of-law rules.

13.2. Construction. Any general rule of construction to the contrary notwithstanding, if any provision in this Easement is found to be ambiguous, an interpretation that gives tends to protect the Conservation Values of the Conservation Zone shall be favored over any interpretation that would reduce protection for the Conservation Values.

13.3. Severability. If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall remain valid and in full force and effect.

13.4. Entire Agreement. All prior discussions, negotiations, understandings, communications, or oral agreements between the Parties regarding this Easement have been superseded by, and are merged into, this Easement.

13.5 Effective Date. The effective date of this Easement is the date of recording of this Easement with King County.

14. SCHEDULE OF EXHIBITS

14.1. Exhibit A – Legal Description of Protected Property.

14.2. Exhibit B – Legal Description and Map of Conservation Zone.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Easement this ____ day of _____, 20____.

Grantor:

By _____
Printed Name: _____

By _____
Printed Name: _____

**ACKNOWLEDGEMENT
(Individual)**

STATE OF WASHINGTON)
)
County of King)

I certify that I know or have satisfactory evidence that _____ is the person(s) who appeared before me, that said person(s) acknowledged that he/she/they signed this Easement and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the Easement.

DATED this ____ day of _____, 20____.

NOTARY PUBLIC in and for the State
of _____, residing at _____

My Commission Expires: _____

APPROVAL AND ACCEPTANCE BY GRANTEE

Grantee, City of Black Diamond, does hereby approve and accept the foregoing grant of Conservation Easement.

Dated: _____

By _____
Carol Benson, Mayor

**ACKNOWLEDGEMENT
(Individual)**

STATE OF WASHINGTON)
)
County of King)

I certify that I know or have satisfactory evidence that Lyman Howard, is the person who appeared before me, that said person acknowledged that he/she/they signed this Easement and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the Easement.

DATED this _____ day of _____, 20_____.

NOTARY PUBLIC in and for the State
of Washington, residing at _____

My Commission Expires:_____

EXHIBIT A
Legal Description of Protected Property

EXHIBIT B
Legal Description and Map of Conservation Zone