

# City Update

**For weeks ending: January 17 and January 24**

City Council	Mayor & City Administrator
<p><u>Position 1:</u> Deady (No report submitted)</p> <p><u>Position 2:</u> Morgan (No report submitted)</p> <p><u>Position 3:</u> Edelman (No report)</p> <p><u>Position 4:</u> Benson (No report submitted)</p> <p><u>Position 5:</u> Taylor (No report)</p>	<p><u>Mayor's Activities</u></p> <p>Jan. 15, 2014: Attended MV/BD Chamber of Commerce Luncheon</p> <p>Jan. 22, 2014: Meeting with KC Councilmember Reagan Dunn</p> <p>Jan. 24, 2014: Attended Entrance Conference held by State Auditor's Office staff (at City Hall)</p> <p><u>City Administrator's Activities</u></p> <p>Jan. 15, 2014: Attended MV/BD Chamber of Commerce Luncheon</p> <p>Jan. 22, 2014: Attended SEATS Coalition Meeting with Councilmember Benson.</p> <p>Jan. 24, 2014: Attended Entrance Conference held by State Auditor's Office staff (at City Hall).</p> <p>Jan. 24: attended Police Department's departmental meeting.</p> <p>Jan. 27, 2014: Testimony at King County Council public hearing re: Ordinance 2013-0481 (The Reserve at Woodlands)</p>

## Council Commissions, Boards & Committees

- Budget, Finance and Administration Committee. No meeting. Staff support: May Miller.
- Planning and Community Service Committee. No Meeting. Staff support: Stacey Welsh.
- Cemetery and Parks Committee. Meeting date: January 16, 2014. Meeting time: 10:00 AM. Staff support: Aaron Nix. Meetings held third Thursday of every month at 10:00 AM in the Public Works Conference room.
- Cemetery Board. Meeting Date: No Meeting. Staff support: Aaron Nix. Meetings held quarterly.
- Public Works Committee. No meeting. Staff support: Seth Boettcher.
- Public Safety Committee. No Meeting. Staff support: Chief Kiblinger. Meetings held first Friday of every month at 10:30 AM

## Community Development Activities

- New temporary part-time Permit Technician started January 21, 2014.

**Planning Commission:**

- Next meeting is scheduled for February 11, 2014.
- Commission positions #6 and #7 are vacant; applications are due February 7, 2014 to the City Clerk.

	2014	2013
Pre-application Conferences Held	0	7
Preliminary Plats Approved	0	0
(Number of Residential Lots)	-	-
Multi-family units Approved	0	0
New Single Family Residential Permits Issued	0	8
New Commercial Square Footage Approved	0	0
Tenant Improvement Permits Issued	0	3
Sign Permits Issued	0	2
Public Hearings Held (Hearing Examiner)	0	1

## Status of Active Capital Improvement Projects

**Springs Project:** PW staff met with RH2 to review preliminary results and guide the final report format. Next steps are to review the report with the WSFFA partners and the PW Committee.

**Old Lawson Pump Station:** Pump and equipment package is expected to be delivered the second or third week of February. The electrical bids are in and came in under \$7500. City crew will reconstruct the pumping facility in late February / early March.

**Abrams Guard Rail:** The design and bid documents are 90%. The environmental permit applications are being submitted this week. Will put out to bid once the environmental permits are issued.

**½ Mil Tank Painting:** Design contract with RH2 going to Council Feb 6<sup>th</sup>.

**Old Sewer Lagoon Decommissioning:** Staff to develop a reclamation plan in-house and submit to the Department of Ecology by the end of March.

**Reflective Sign Installation:** Installation in progress.

**Downtown Water Main Project** Grant received. Next step is to collect and submit project data to King County Community Development.

**Roberts Drive Reconstruction at Rock Creek Bridge** Next step: Finish project scoping work with Parametrix and bring a contract to Council late February or early March.

**Lawson Street Sidewalk Project** Design contract with Parametrix to Council February 6<sup>th</sup>.

**SR 169 / North Commercial Storm Pond (D2)** Contract with Parametrix to Council February 6<sup>th</sup>. Separate contract to be executed for City trail project, whose boundaries overlap with this project (Ginder Creek trail project).

**Morganville Sewer Pump Station Reconstruction** New pumps are on order.

**Water System Maintenance** 5 power poles were replaced on the City-owned power line to the remote water pump station.

**Ginder Creek Trail (P2)** A contract will be proposed, for wetland flagging and wetland identification as well as identification of the ordinary high water mark. The contract is expected to be under \$7,500.

## General Administrative Activities

- Pet licenses issued: 2; 7 year-to-date; website updates 10; 24 year-to-date; passports processed 26; 77 year-to-date; Business licenses issued: 59; 210 year-to-date.
- Received submittals from \_\_\_\_\_ for \_\_\_\_\_ services.
- Other:
- Lake Sawyer parking permits issued: 1; 2 year-to-date.

## Events on the Horizon

- See City calendar at <http://www.ci.blackdiamond.wa.us/calendar.html>
- See Maple Valley Black Diamond Chamber of Commerce calendar at <http://www.maplevalleychamber.org/schedule/calendar/maple-valley-featured-events>
- See Black Diamond Historical Society calendar at <http://www.blackdiamondmuseum.org/calendar.htm>
- See Black Diamond Community Center calendar at <http://www.blackdiamondcc.org/community/community.html>

## Adopted Council 2013 Priorities

W2 – Reservoir Painting & Maintenance

10-year plan for asbestos pipe replacement

D2 – North Commercial & State Route 169 Stormwater Pond Design

P2 – Ginder Creek Trail Restoration

F1 & F2 – Fire Engine Replacement

T6 – Rock Creek Bridge

L3 – Police Radio Replacement



**CITY OF BLACK DIAMOND**  
**February 6, 2014 Regular Business Meeting Agenda**  
25510 Lawson St., Black Diamond, Washington

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

**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 and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-5700. Thank you for attending.

**PUBLIC HEARINGS: None**

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:**

**1.) Proclamations** – Mayor’s Recognition of WSU President’s Honor Roll Students Mayor Gordon

*Following these presentations, there will be a five minute recess for pictures*

**UNFINISHED BUSINESS:**

**2.) AB14-017** – Resolution Confirming Mayor’s Appointments to Council Standing Committees Mayor Gordon

**NEW BUSINESS:**

**3.) AB14-018** – Ordinance Amending BDMC Regarding SEPA Responsible Official Mayor Gordon

**4.) AB14-019** – Resolution Authorizing Contract with Parametrix for the design of the North Commercial  
SR 169 Stormwater Treatment Facility Project Mr. Boettcher

**5.) AB14-020** – Resolution Authorizing Contract with RH2 for 0.5 MG Water Tank Repainting Mr. Boettcher

**6.) AB14-021** – Resolution Authorizing Investing with Local Government Investment Pool Ms. Miller

**7.) AB14-022** – Resolution Confirming Mayor’s Appointment of Vern Gibson to Black Diamond  
Community Center Board Mayor Gordon

**DEPARTMENT REPORTS:**

**8)**

**Administration:**

1. Follow up:
  - A. MAKERS Presentation - schedule
  - B. City Hall Update form
2. Regional Committee Appointments
3. Council Retreat Planning
4. Update on King County TBD proposal

5 Citizen Task Force formation

**MAYOR'S REPORT:**

9)

1. City Council Resource Request Form

**COUNCIL REPORTS:**

10)

1. Council Standing Committees
  - Budget, Finance, Administration Committee – Councilmember Benson, Chair
  - Planning and Community Service Committee – Councilmember Edelman, Chair
  - Public Safety Committee – Councilmember Deady, Chair
  - Cemetery and Parks Committee – Councilmember Deady, Chair
  - Public Works Committee – Councilmember Taylor, Chair
2. Regional Committees
3. Revisions to Council Rules as Proposed by Councilmember Edelman

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

11.) **Claim Checks** – February 6, 2014, No. 40508 through No.40559 (void check 40486) in the amount of \$168,580.91

12.) **Minutes** – Council Meeting of January 16, 2104, Workstudy Notes of January 16, 2014 and Special Meeting of January 21, 2014

**EXECUTIVE SESSION:** To discuss with Legal Counsel potential litigation pursuant to RCW 42.30.110(1)(i)  
Final Action is possible

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 14-925 confirming the Mayor's appointments to the Council Standing Committees</b>	<b>Agenda Date: February 6, 2014</b>	
	<b>AB14-017</b>	
	Mayor Dave Gordon	X
	City Administrator Christy Todd	
	City Attorney P. Stephen DiJulio	
	City Clerk – Brenda L. Martinez	
	Community Development – Stacey Welsh	
	Finance – May Miller	
	Economic Development – Andy Williamson	
	Parks/Natural Resources – Aaron Nix	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source:	Public Works – Seth Boettcher	
Timeline:	Court Administrator – Stephanie Metcalf	
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 14-925; AB14-011</b>		
<b>SUMMARY STATEMENT:</b>  This resolution is to formally adopt the Mayor's appointments to the 2014 Council Standing Committees as previously adopted by Council at their January 16, 2014 regular meeting.		
<b>FISCAL NOTE (Finance Department):</b>  		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>  		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 14-925, confirming the Mayor's appointments to the 2014 Council Standing Committees.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2014		

**RESOLUTION NO. 14-925**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON CONFIRMING THE MAYOR'S APPOINTMENTS TO THE COUNCIL STANDING COMMITTEES**

**WHEREAS**, in accordance with the Council Rules of Procedure Section 17.1 the City Council will confirm the Mayor's appointments to the Council Standing Committees; and

**WHEREAS**, on January 16, 2014 Council adopted Agenda Bill No. 14-011 indicating who shall serve on each committee; and

**WHEREAS**, this resolution is to formalize the Mayor's appointment to the 2014 Council Standing Committees;

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

**Section 1.** The following are the 2014 Council Standing Committee assignments indicating the Chair of each committee.

**2014 Budget, Finance, Administration Committee**

Chair: Carol Benson; member: Janie Edelman

**2014 Cemetery and Parks Committee**

Chair: Tamie Deady; member: Ericka Morgan

**2014 Planning and Community Services Committee**

Chair: Janie Edelman; member: Erika Morgan

**Public Works Committee**

Chair: Ron Taylor; member: Carol Benson

**2014 Public Safety Committee**

Chair: Tamie Deady; member: Ron Taylor

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF  
FEBRUARY, 2014.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Dave Gordon, Mayor

Attest:

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

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

<b>SUBJECT:</b> Approval of Mayor's Council Standing Committee Appointments	<b>Agenda Date: January 16, 2014</b>		<b>AB14-011</b>
	Department/Committee/Individual		
	Mayor Dave Gordon		
	City Administrator –Christy Todd		<b>X</b>
	City Attorney –Stephen DiJulio		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Natural Resources/Parks – Aaron Nix		
	PW/Ec. Dev. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Stephanie Metcalf		
Fund Source:	Comm. Dev. – Stacey Welsh		
Timeline:			

**Agenda Placement:**  Mayor  Two Councilmembers  Committee Chair  City Administrator

**Attachments:**

**SUMMARY STATEMENT:**

With the start of the new year, it is time to address Council Committee assignments. There are internal City committees, as well as regional committees that the City can send representatives to. At this time, we are addressing only the internal City committees. There is a discussion item under reports, to address regional committee assignments.

It has been Council's tradition to vote on whether to confirm the Mayor's appointments to the Council Standing Committees. This year, the Mayor requested each Council member to contact him to express their preferences for City Council Committee assignments. The purpose of the committees is to provide recommendations on major policy items to the City Council. Issues are forwarded by the Mayor to the appropriate committee for discussion. Membership of any given committee may include no more than two (2) Councilmembers, with one (1) Councilmember serving as the Chair. Committee appointments are for one-year terms.

Below are the 2013 internal committee assignments indicating the Chair of each committee. To the right, the desired committee assignments are reflected. Please note that as of the time of preparation of this agenda bill, it was unclear whether a current committee chair wished to continue in that capacity in 2014. In the absence of information, I have indicated the 2013 committee chair will continue as the 2014 committee chair.

**2013 Budget, Finance, Administration Committee**

Chair, Carol Benson; Janie Edelman

**2014 B,F,A Committee**

Chair, Carol Benson; Janie Edelman

**2013 Cemetery and Parks Committee**

Chair, Janie Edelman; Tamie Deady

**2014 C&P Committee**

Chair, Tamie Deady; Ericka Morgan

**2013 Planning and Community Service Committee**

Chair, Craig Goodwin; Carol Benson

**2014 P&CS Committee**

Chair, Janie Edelman; Erika Morgan

**2013 Public Works Committee**  
Chair, Ron Taylor; Craig Goodwin

**2014 PW Committee**  
Chair, Ron Taylor; Carol Benson

**2013 Public Safety Committee**  
Chair, Tamie Deady; Ron Taylor

**2014 PS Committee**  
Chair, Tamie Deady; Ron Taylor

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Discuss Council committee appointments, and fill all vacancies; move to approve the Mayor's appointments.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 16, 2014		

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Ordinance No. 14-1021, relating to an amendment of BDMC 2.28.020.</b>	<b>Agenda Date: February 6, 2014</b>	
	<b>AB14-018</b>	
	Mayor Dave Gordon	X
	City Administrator Christy Todd	
	City Attorney P. Stephen DiJulio	
	City Clerk – Brenda L. Martinez	
	Community Development – Stacey Welsh	
	Finance – May Miller	
	Economic Development – Andy Williamson	
	Parks/Natural Resources – Aaron Nix	
Cost Impact (see also Fiscal Note): \$0	Police – Chief Kiblinger	
Fund Source: n/a	Public Works – Seth Boettcher	
Timeline: n/a	Court Administrator – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Ordinance No. 14-1021</b>		
<b>SUMMARY STATEMENT:</b> This is a code amendment to remove conflicting language in the BDMC about the SEPA Responsible Official. The ordinance amends BDMC 2.28.020.A.6 (last amended in 1984) to remove language regarding the Public Works Superintendent as the SEPA Responsible Official. This section of the BDMC conflicts with 19.04.040.A. 19.04.040 was last updated in 2010 and designates the SEPA Responsible Official as the Community Development Director or such other person as the Mayor may designate in writing. The proposed ordinance clarifies and addresses the described inconsistencies and conflict in the BDMC. In addition, the deletion of BDMC 2.28.020.B is also necessary to avoid the broad interpretations of terms that identify the duties and responsibilities of the City Public Works Superintendent.  Note: Stacey Welsh, Community Development Director, was appointed as the SEPA responsible official by Mayor Gordon, on January 14, 2014, consistent with the most recently adopted code.  FISCAL NOTE (Finance Department): N/A		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> None		
<b>RECOMMENDED ACTION: MOTION to adopt Ordinance No. 14-1021, amending BDMC 2.28.020.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2014		

**ORDINANCE NO. 14-1021**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF BLACK DIAMOND, KING COUNTY,  
WASHINGTON, AMENDING BDMC 2.28.020.**

**WHEREAS**, the Washington State Environmental Policy Act, and rules promulgated thereunder provide for a local jurisdiction's designation of an official to serve as the SEPA responsible official (WAC 197-11-788); and

**WHEREAS**, the City in 2010 determined that the City official appointed by the Mayor serve as the City's responsible official consistent with Chapter 43.21C RCW (Ordinance No. 949, October 7, 2010); and

**WHEREAS**, The Black Diamond Municipal Code (BDMC) was amended accordingly at BDMC 19.04.040.A to designate "the Community Development Director or such other person as the mayor may designate in writing" as the SEPA responsible official; and

**WHEREAS**, BDMC 19.04.040.A did not repeal a conflicting reference in BDMC 2.28.020(6) (last amended in 1984) to the City Public Works Superintendent as the SEPA responsible official; and

**WHEREAS**, it is the intent of this Ordinance to clarify and address the apparent inconsistency and conflict in the BDMC; and

**WHEREAS**, the Mayor has authority to appoint a SEPA responsible official and made this appointment on January 14, 2014, consistent with BDMC 19.04.040.A and it is necessary to amend BDMC 2.28.020.6 to address the municipal code conflicts that currently exist and to have transparency and clarity to the public; and

**WHEREAS**, the deletion of BDMC 2.28.020.B is necessary to avoid the broad interpretations of terms that identify the duties and responsibilities of the City Public Works Superintendent;

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

**Section 1. BDMC 2.28.020 Amended.** Section 2.28.020 BDMC (Ordinance No. 300) is amended to read as follows:

A.

The public works superintendent, under the direction of the mayor, is head of the municipal public works department and is responsible for performing the following duties:

1. The public works superintendent shall enforce the city building and related codes and city zoning, planning and subdivision ordinances.
2. The public works superintendent shall have charge of construction, maintenance, repair and cleaning of the streets, sidewalks, gutters, sewers and drains and other such related activities.
3. The public works superintendent shall exercise general supervision over the municipal water and sewer systems.
4. The public works superintendent shall exercise general supervision over the maintenance of all city owned properties, including, but not limited to, municipal parks.
5. The public works superintendent shall perform such other and further duties as may be delegated or authorized to him from time to time by either the city council or the mayor.
6. ~~The public works superintendent shall serve as the city's SEPA responsible official.~~

**Section 2. 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 3. Ratification and Confirmation.** Any act consistent with but prior to the effective date of this Ordinance is ratified and confirmed.

**Section 4. 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 6th day of February, 2014.

Passed by the City Council on the \_\_\_\_\_ day of February, 2014.

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David Gordon, Mayor

ATTEST:

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Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

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P. Stephen DiJulio, Interim City Attorney

Published: \_\_\_\_\_

Posted: \_\_\_\_\_

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

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 14-926</b> <b>Professional Services Agreement with Parametrix for the design of the North Commercial and SR 169 Stormwater Treatment Facility project</b>	<b>Agenda Date: February 6, 2014</b>	
	<b>AB14-019</b>	
	Mayor Dave Gordon	
	City Administrator Christy Todd	X
	City Attorney P. Stephen DiJulio	
	City Clerk – Brenda L. Martinez	
	Community Development – Stacey Welsh	
	Finance – May Miller	
	Economic Development – Andy Williamson	
	Parks/Natural Resources – Aaron Nix	
Cost Impact (see also Fiscal Note): \$125,790.71	Police – Chief Kiblinger	
Fund Source: DOE Grant; Grant Matching	Public Works – Seth Boettcher	
Timeline: Due July 2014	Court Administrator – Stephanie Metcalf	
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 14-926, Professional Services Agreement, CIP Budget Sheet</b>		

**SUMMARY STATEMENT:**

**Background**

Most polluted storm water discharges with no opportunity for natural treatment, into Ginder Creek near the SR 169 Roberts Drive intersection. The Council added this storm water treatment project to the adopted Capital Improvement Program. In 2013 the Council also identified this project as one of its high priority projects. The City has been awarded a design grant from the Washington State Department of Ecology to design the North Commercial and SR 169 Stormwater Treatment Facility project. This project will convey stormwater from SR 169 north of Roberts Drive to a City-owned parcel on Roberts Drive for treatment.

Note: the City also has a high priority trail project pending. Staff wishes to point out that this project's boundaries overlap with another City project involving City owned property on Ginder Creek. The Department of Ecology funding is a fixed amount for this storm water treatment facility design project, and cannot be increased. In order to fully fund the storm water treatment facility design project, the separate City trail project (funded by King County Trail Levee dollars) will include the wetland identification and boundary flagging on both sites. Therefore, the proposed design services contract with Parametrix does not address the wetland identification or boundary flagging for the City trail project. The work involving the identification and boundary flagging for the City trail project will be moving forward soon and is anticipated to be under \$7,500. The Parametrix contract includes the survey work in the storm water treatment facility design project as well as the additional survey work for the trail, to the south. Surveyors are licensed professionals under Washington law.

The City's selected transportation engineer, Parametrix, has provided Street, Storm water and

Transportation engineering services for the City and has been selected to provide the design services for this project. Parametrix will design this project up to 90% design as required in the grant agreement with the Department of Ecology.

**FISCAL NOTE (Finance Department):**

The Department of Ecology grant will cover up to \$120,000 of the Storm water treatment facility project design costs. Phase 1 Storm water Treatment Facility project amounts to approximately \$119,020.08. Phase 2 of the project, which involves the trail survey work, will cost approximately \$6,770.63 which will be funded from the King County Trails levee monies.

<b>Total Project Funds Available:</b>		<b>Total Project Expected Costs</b>	
\$ 40,000	Grant Matching	Parametrix Contract	\$125,791
\$120,000	DOE grant	Staff project management costs	\$ 10,000
\$ 6,771	KC Trail Levee	Contingency (REET funds)	\$ 30,980
\$166,771	2014 Revenue Budgeted	2014 Project Costs Budgeted	\$ 166,771

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

**RECOMMENDED ACTION: MOTION to adopt Resolution 14-926 authorizing a Professional Services Agreement with Parametrix for the design of the North Commercial and SR 169 Stormwater Treatment Facility project.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2014		

**RESOLUTION NO. 14-926**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX**

**WHEREAS**, the City of Black Diamond is in need of design services for the North Commercial and SR 169 Storm water Treatment Facility project; and

**WHEREAS**, the City received a grant from the Washington State Department of Ecology in the amount of \$120,000 for the design of this project; and

**WHEREAS**, the City has previously selected Parametrix to provide transportation and storm water related consulting services to the City; and

**WHEREAS**, the City has identified the North Commercial and SR 169 Storm water Treatment Pond project in the 2014 budget; and

**WHEREAS**, Parametrix has the expertise and experience to provide the City with the design services necessary for this project;

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

**Section 1.** The Mayor is hereby authorized to execute a professional services agreement, substantially in the form as approved by the City attorney, with Parametrix for an amount not to exceed \$125,790.71. Any changes to the professional services agreement, and its attachments and exhibits, will be further reviewed by the City Attorney prior to execution by the Mayor.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF FEBRUARY, 2014.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Dave Gordon, Mayor

Attest:

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

# Capital Projects 2014 - 2019

<b>Project for the</b>	<b>Stormwater Department</b>	<b># D2</b>
<b>PROJECT TITLE</b>	<b>North Commercial and SR 169 Stormwater Treatment Pond</b>	<b>13.15</b>

**DESCRIPTION** Construct a wetpond and bioswale combined treatment facility to provide maximum phosphorous removal along Roberts Drive on existing City property. The facility will provide treatment and detention for commercial property and road runoff from the Roberts Drive intersection with SR 169 north to the Cedarbrook Mobile Home Park.

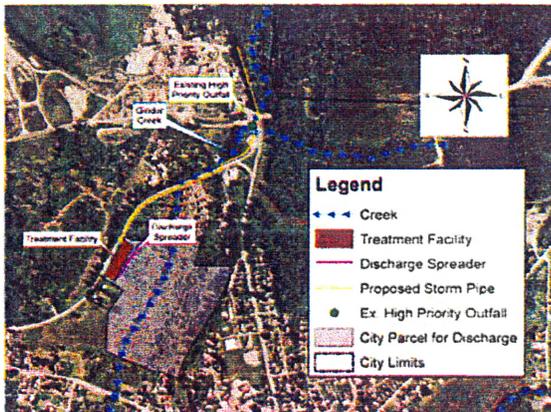
**BACKGROUND** Whereas there is a total maximum daily load (TMDL) on Lake Sawyer for phosphorous, the city should look for opportunities to reduce phosphorous inputs from existing untreated stormwater discharges. Stormwater outfall discharges from the commercial area and the state route appear to have the highest pollutant loadings as compared to other City stormwater outfalls.

**COMMENTS** The City should look for grant opportunities and private developer contribution opportunities to upgrade the treatment of the stormwater discharges into Ginder Creek. A joint project with a developer may also be possible.

Preliminary Engineer/Permitting  
Design Engineering  
Construction  
**TOTAL COSTS**

Grant  
REET II  
Developer Funded  
**TOTAL SOURCES**

Capital Projects 2014 - 2019						
Total \$ Requested 2014 - 2019	2014	2015	2016	2017	2018	2019
40,000	40,000					
80,000		80,000				
750,000			750,000			
<b>870,000</b>	<b>40,000</b>	<b>80,000</b>	<b>750,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
Total \$ Requested 2014 - 2019	2014	2015	2016	2017	2018	2019
650,000			650,000			
60,000	40,000	20,000				
160,000		60,000	100,000			
<b>870,000</b>	<b>40,000</b>	<b>80,000</b>	<b>750,000</b>	<b>-</b>	<b>-</b>	<b>-</b>



Example of a Bioswale to Help Filter Storm Water

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated \_\_\_\_\_, 2014 and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher Phone: 360-886-5711 Fax : 360-886-2592

and

\_\_\_\_\_ ("Consultant")

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Tax Id No.: \_\_\_\_\_

for professional services in connection with the  
**North Commercial and SR 169 Stormwater Treatment Pond Project.**

**TERMS AND CONDITIONS**

**1. Services by Consultant**

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

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

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **2. Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work Exhibit "A" in a timely manner with the goal to be ready to submit a complete work product to the Department of Ecology by June 30, 2014. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.

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

2.3 Consultant is authorized to proceed with services upon execution of this agreement.

## **3. Compensation**

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$125,790.71 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

## **4. Payment**

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

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

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

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

**5. Discrimination and Compliance with Laws**

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

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

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

**6. Suspension and Termination of Agreement**

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

**7. Standard of Care**

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. . Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no

third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

## **8. Ownership of Work Product**

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

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

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

## **9. Indemnification/Hold Harmless**

9.1 Consultant shall indemnify, and hold the City, its officers, officials, and employees harmless from all reasonable claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the negligent acts, errors, or omissions of Consultant or its sub-consultants in performance of this Agreement, except for injuries and damages caused by the concurrent negligence of the City. Provided, however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the city, it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

## **10. Insurance**

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

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

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

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

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

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

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

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

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

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

## **11. Assigning or Subcontracting**

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

**12. Independent Contractor**

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

**13. Notice**

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

City: Christy Todd, City Administrator  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
Fax: 360-886-2592

With a copy to: City Attorney  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

**14. Disputes**

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

**15. Attorney Fees**

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

**16. General Administration and Management on Behalf of the City**

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

**17. Extent of Agreement/Modification**

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

**18. Conflict of Interest; Non-Collusion**

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

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

CITY OF BLACK DIAMOND

CONSULTANT

By: \_\_\_\_\_

Dave Gordon

Its: Mayor

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Attest:

By:

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

EXHIBIT 'A'  
SCOPE OF WORK

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**City of Black Diamond**  
**2013 – 2015 Municipal Stormwater Capacity Grant**  
**Ginder Creek Basin Water Quality Improvements**

**GOALS AND OBJECTIVES**

The goals and objectives of this Scope of Work include:

- Prepare a design report demonstrating the existing basin conditions, water quality treatment alternatives, treatment objectives, and post-construction basin conditions to meet the requirements of the funding grant agreement.
- Prepare plans, specifications, and an opinion of probable cost for the construction of water quality treatment best management practices and storm sewer interceptor main for the Ginder Creek Basin.

**PHASE 1 – GINDER CREEK WATER QUALITY IMPROVEMENTS**

**TASK 1 – PROJECT MANAGEMENT AND QA/QC**

**Goal**

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

**Approach**

The approach to Task 1 includes:

- Schedule and coordinate the work of all team members and assure that work is completed accurately and within scope and budget.
- Perform a quality control review of all deliverables prior to submittal to the City.
- Coordinate project documentation to include:
  - Prepare necessary project correspondence to support the project work.
  - Provide all work products to the client for review in accordance with the scope and schedule.
  - Assure that the Draft and Final deliverables are in compliance with the scope of work and professional standards and provide meaningful input into the design process.
- Coordinate with City staff on all aspects of project completion to include:
  - Prepare and submit monthly progress billings to the City.
  - Provide additional identification of issues and proposed solutions if unforeseen issues arise.

## EXHIBIT 'A'

### Deliverables

The deliverables for Task 1 consist of the following:

- Monthly progress reports. The monthly report, addressing progress of the work, shall include as appropriate:
  - Summary of actual versus scheduled cost.
  - Summary of actual versus scheduled progress.
  - Narrative to define unanticipated issues, responsive action requirements by Parametrix.
- Additional progress reports or identification of unanticipated issues as needed.
- Independent quality reviews of all project deliverables.

### Assumptions

Permits and/or critical areas studies are not included in the current scope or budget estimate, but may be provided in the future as additional services.

## TASK 2 – SURVEY

### Goal

To provide a base map for use in preparing the contract documents.

### Approach

#### *2.1 Mapping*

Parametrix will perform topographic mapping along Right of Way (ROW) of Roberts Drive from the Ginder Creek culvert west to a point 50 feet past the water quality mitigation site. The mitigation site, also known as Lot 2 of City of Black Diamond Short Plat 8616-002 (an 8 acres site) will be mapped up to the westerly ordinary high water mark of Ginder Creek. In addition to Roberts Drive and Lot 2, mapping will be performed along the easterly half of Black Diamond – Renton Highway ROW; beginning at the easterly extension of the south line of the Black Diamond Community Center parcel and continuing northerly approximately 700 feet. Mapping limits will include surface features, improvements and buried utilities as located by others within said parcel and said ROW's.

#### *2.2 AutoCAD Base Map Preparation*

Parametrix will process survey field data and generate an AutoCAD drawing showing the existing conditions.

Parametrix will show the existing (ROW) for the project corridor and parcel lines for the water quality mitigation site on the base map based on public records, deed descriptions, and the relationship with existing surveyed monuments.

An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings will be used to help identify locations and type of utility.

## EXHIBIT 'A'

### **Deliverables**

The deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.
- Triangular Integrated Network (TIN) surface for use in design.

### **Assumptions**

Following are the assumptions for Task 2:

- The City will identify and flag all sensitive areas and the ordinary high water mark of Ginder Creek within the project limits prior to Parametrix survey crews visiting the site.
- The City will provide topographic survey data and mapping for Roberts Drive east of Ginder Creek and SR 169 within the project limits.
- City will obtain all easements and or ROW necessary for the project.

## **TASK 3 – DESIGN REPORT**

### **Goal**

To develop a design report consistent with a stormwater site plan according to the 2012 Ecology Stormwater Management Manual for Western Washington. The design report is required for compliance with the grant agreement.

### **Approach**

Parametrix will complete a draft design report for review by the City prior to finalizing the design report for delivery to Ecology for review and approval. The design report will contain the design assumptions used and supporting calculations for the water quality treatment BMP, conveyance system, and TESC BMPs. The design report will be based on applicable criteria of the 2012 Department of Ecology Surface Water Design Manual.

### **Deliverables**

The deliverables for Task 3 include:

- Electronic (PDF) copy of the Draft Design Report for review by the City.
- Five (5) copies of the Final Design Report and Electronic (PDF) copy.

## EXHIBIT 'A'

### Assumptions

Following are the assumptions for Task 3:

- Documents and figures will be prepared using Parametrix internal company production standards.
- The City will provide soil characterization and infiltration rates as applicable.
- Comments received on the DRAFT Design Report will be incorporated into the Final Design Report.

### TASK 4 – 90% PLANS, SPECIFICATIONS, AND ESTIMATE

#### Goal

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

#### Approach

Parametrix will prepare 90% plans and contract specifications in accordance with the City's design guidelines.

Anticipated plan sheets include:

- Cover Sheet and Legend (2 Sheets)
- Details (2 Sheets)
- Alignment and Site Plan (2 Sheets)
- Temporary Erosion and Sediment Control (TESC) and Demolition Plans (4 Sheets)
- Storm Sewer Plan and Profile (7 Sheets)
- Water Quality BMP Plans (3 Sheets)

Parametrix will prepare the contract documents to approximately a 90% level of completion and will prepare an opinion of cost based upon the work included in the plans.

#### Deliverables

The deliverables for Task 4 include:

- Five (5) copies of Draft (90%) Plans and Contract Documents (includes half-size plans) for review by the City and Ecology.
- Three (3) copies of conformed 90% Plans and Contract Documents (includes half-size plans) and electronic (PDF) copy.
- Electronic copy of the 90% opinion of cost (MS Excel format).

## EXHIBIT 'A'

### Assumptions

Following are the assumptions for Task 4:

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).
- The 90% opinion of probable cost will be delivered to the City in electronic format (MS Excel).
- The 90% plans and contract specifications will be reviewed by the City and Ecology. Comments will be incorporated into a conformed 90% submittal.

### TASK 5 – CULTURAL RESOURCES

#### Goal

To prepare a cultural resources report to satisfy Executive Order 05-05 to preserve historic and cultural resources as mandated by the grant agreement.

#### Approach

Parametrix will contract with Cultural Resource Consultants to provide an area of potential effect and subsequent report to satisfy this grant requirement.

A copy of the scope and fee estimate for CRC's services is enclosed with this proposal.

### PHASE 2 – TRAIL & GINDER CREEK SURVEY

#### TASK 21 – TRAIL & GINDER CREEK SURVEY

##### Goal

To prepare a base map for use by others to prepare a critical area report and for the future design of a trail.

##### Approach

Parametrix surveyors will establish horizontal and vertical control and map the westerly 25 feet of Lot 1 as shown on City of Black Diamond Short Plat 83-020. Mapping will continue northerly into the City's parcel with the easterly limits defined as the prolongation of the east line of the aforementioned 25 foot strip to its intersection with the easterly extension of the northerly line of Tax Parcel No. 142106-9204. The westerly limits are defined by the west boundary of City's parcel. In addition to the topographic mapping, surveyors will locate wetland flagging and the Ordinary High Water marks (as established by others) along both sides of Ginder Creek within the above describe Lot 1, and only the westerly side within that portion of the City's parcel.

##### Assumptions

- Horizontal datum : Washington State Plane Coordinates, North Zone NAD 83/2012 per WSRN.

## EXHIBIT 'A'

- Vertical datum: NAVD 88 as defined by the WSRN.
- Right of Access to the above referenced Lot 1 will be the responsibility of the City and authorization will be granted prior to starting field work.
- It is anticipated that wetlands may exist within the above described areas. Parametrix will tie the flags as part of this scope with the assumption that the amount of flags will be limited to 25.
- Boundary lines will be established base upon record drawings and available control. If control is not available, and additional work is required, Parametrix will consult with the City prior to any additional work.

### **Deliverables**

The deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.
- Triangular Integrated Network (TIN) surface for use in design.

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**END OF PROPOSAL**

Client: City of Black Diamond  
 Project: Ginder Creek Basin WQ Improvements  
 Project No: 216-3043-834

Phase	Task	Description	Labor Dollars	Labor Hours	Consultant	Engineer I	Engineer	Project Controls Specialist	Publications Specialist II	Supervisor	Surveyor III	Surveyor II	Surveyor I	Accountant
01			\$205.00		Austin Fisher									
01	01	Ginder Creek WQ Imp	\$108,160.08	909		460	20	16	89	10	64	32	32	
		Project Management & QA/QC	\$9,499.04	59		24	20	8	3					
		Progress Reports (6)	\$3,113.04	23				8	3					
		Coordination	\$2,460.00	12			20							
		QA/QC	\$3,920.00	24			8							
		Design Report	\$1,650.00	10			12							
		90% PS&E	\$2,270.00	14			16							
01	02	Mapping	\$14,480.00	144							64	32	32	
		Field Work - Road	\$4,880.00	48							24	24		
		Field Work - Site	\$4,560.00	48										
		Drafting/Processing	\$2,720.00	32										
		ROW/Parcel Lines	\$2,320.00	16										
01	03	Design Report	\$20,185.68	178		112			34	4				
		DRAFT Design Report	\$14,302.72	126		80			24	2				
		Final Design Report	\$5,882.96	52		32			10					
01	04	90% PS&E	\$64,001.36	528		348		8	52	6				
		90% Plans	\$1,210.00	10		8								
		Cover Sheet & Legend (2)	\$3,220.00	28		4								
		Details (2)	\$2,420.00	20		4								
		Alignment & Site Plan (2)	\$4,020.00	36		4								
		TESC & Demo Plans (4)	\$18,100.00	160		20								
		Storm Sewer Plan/Profile (7)	\$9,280.00	76		60								
		WQ BMP Plans(3)	\$12,782.72	92		40			40	4				
		90% Contract Specifications	\$4,040.00	32		8								
		90% Opinion of Cost	\$8,928.64	74		40			12	2				
02		Trail & Ginder Creek Survey	\$6,400.00	64							8	24	24	8
02	21	Trail & Ginder Creek Survey	\$6,400.00	64							8	24	24	8
		Field Work	\$4,560.00	48							24	24		
		Prepare Base Map	\$680.00	8										
		Establish Parcel Lines	\$1,160.00	8							8			
<b>Labor Totals:</b>			<b>\$114,560.08</b>	<b>973</b>		<b>460</b>	<b>20</b>	<b>16</b>	<b>89</b>	<b>10</b>	<b>88</b>	<b>56</b>	<b>40</b>	<b>4</b>
			<b>\$34,030.00</b>	<b>\$46,000.00</b>	<b>\$3,100.00</b>	<b>\$1,760.00</b>	<b>\$7,372.76</b>	<b>\$1,072.80</b>	<b>\$3,480.00</b>	<b>\$9,240.00</b>	<b>\$4,760.00</b>	<b>\$3,400.00</b>	<b>\$344.52</b>	

**SUBCONSULTANTS**

Subconsultant Name	Amount
Applied Professional Services Inc	\$1,408.00
Cultural Resource Consultants, Inc.	\$4,290.00
<b>Subconsultant Total:</b>	<b>\$5,698.00</b>

**DIRECT EXPENSES:**

Description	Amount
B & W 8.5 x 11	\$520.00
B & W 11 x 17	\$273.00
Mileage	\$409.63
WA Survey Equipment	\$630.00
WA Survey Vehicle	\$3,700.00
<b>Expense Total:</b>	<b>\$5,532.63</b>

**Project Total:** **\$125,790.71**

**BUDGET SUMMARY:**

Phase 1	Phase 2
Labor Cost	\$108,160.08
Subconsultants	\$5,698.00
Direct Expenses	\$5,162.00
<b>Phase Total:</b>	<b>\$119,020.08</b>
Labor Cost	\$6,400.00
Subconsultants	\$0.00
Direct Expenses	\$370.63
<b>Phase Total:</b>	<b>\$6,770.63</b>



## Project Scope and Fee Agreement

### Client Information

Company	Phone	Fax	website
<b>Black Diamond Ginger Creek Basin Water Quality Improvements</b>	<b>253-604-6747</b>	<b>fax: 253-826-2873</b>	
Mailing Address	City	State	Zip
<b>1002 15th St Sw</b>	<b>Auburn</b>	<b>WA</b>	<b>98001</b>

### Project Manager Information

Name	Direct Line	Cell	Email
<b>Austin Fisher</b>	<b>253-604-6747</b>		<b>afisher@parametrix.com</b>

### Project Information

Project Title	Client Project Number	CRC Project Number		
<b>Parametrix, Inc.</b>		<b>1401G</b>		
Project Location	City			
<b>Roberts Drive</b>	<b>Black Diamond</b>			
Section	Township	Range	County	Total Project Area
			<b>King</b>	<b>0</b>

### Project Schedule

#### Anticipated Completion Date:

**Feb - June 2014**

CRC anticipates completion of field investigation within 30 days of this signed contract. A final report will be submitted within 30 days of fieldwork completion.

## Project Description

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Parametrix, Inc, on behalf of the City of Black Diamond, is requesting a cultural resources assessment prior to excavations associated with their pipeline replacement project located in Black Diamond. The project will construction a storm sewer interceptor main from SR 169 at Roberts Drive to the project site off Roberts Drive and adjacent to Ginder Creek. It will involve approximately 3,000 linear feet of pipe for new and replacement lines and approximately 2 acres for a water quality site near Ginder creek.

## Project Assumptions

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- \* This scope and budget is based upon information provided on 09 January 2014. Any changes may require a change in budget to accommodate updating project information not received prior to the start of this project.
- \* This scope assumes that no more than one unrecorded archaeological site or one unrecorded historic site will be identified within the project area. It would be necessary to adjust the budget if additional sites are found. This budget was prepared with the assumption that no more than ten (10) shovel test probes would be excavated. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.
- \* This scope does not include additional services for impact mitigation regarding archaeological or historic sites.
- \* This scope assumes that no meetings with clients and/or stakeholders will be required.
- \* This scope assumes that project proponents can provide immediate Right Of Entry to CRC so the project may be completed within the stated project schedule.
- \* This scope assumes that all relevant project information, prior reports including geotechnical reports, design plans and project maps will be provided with the signed Agreement so that CRC may begin this project immediately upon receipt of signed agreement.
- \* If human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.
- \* Due to recent changes in Washington State Law (RCW 19.122), this budget assumes the client will provide utility locator services prior to CRC field investigations.
- \* CRC assumes our report will be submitted to DAHP (cover page provided; however, the client should include their own cover letter requesting review) within 15 days of receipt of said report for review. CRC cannot be held liable for reports prepared but not submitted to DAHP in a timely manner. Additional fees may apply for additional services required as part of DAHP's review process for reports submitted after 15 days of receipt.

\* No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations we present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

## **Project Deliverables**

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CRC will provide the following project components as part of this cultural resources assessment.

### **Task 1 - Background Research**

CRC will conduct a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP); review of relevant correspondence between the project proponent, stakeholders and DAHP; and, review of pertinent environmental, archaeological, ethnographic and historical information appropriate to the project area.

### **Task 2 - Tribal Contact**

CRC will contact the cultural resources staff of tribes that may have an interest in the project area.

### **Task 3 - Field Identification**

CRC will provide a field investigation of the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.

### **Task 4 - Documentation of Findings**

CRC will document and record archaeological and historic sites within the project area, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.

### **Task 5 - Cultural Resources Assessment Report**

CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. Report and support materials will be provided electronically and on a CD. Print copies will be provided upon request.

**Project Fee**

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*Please Note: The time frame and fee for services quote is valid for 60 days.*

The fee for services described above is anticipated to be less than       **\$       3,900.00**

*The cost for this project is based upon information we have received to date.*

Payment for work completed is typically due upon receipt of invoice and/or report. Will you require any additional documentation prior to processing the invoice for work completed on this project?

\_\_\_ Subconsultant Agreement

\_\_\_ Certificate of Insurance

\_\_\_ W-9 Information

**Parametrix, Inc.**

Austin Fisher  
1002 15th St Sw  
Auburn, WA 98001

**Cultural Resource Consultants, Inc.**

Glenn Hartmann  
PO Box 10668  
Bainbridge Island, WA 98110

\_\_\_\_\_

\_\_\_\_\_

Name/Title:

Glenn D. Hartmann,

\_\_\_\_\_

President/Principal Investigator

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

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

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 14-927 authorizing a Professional Services Agreement with RH2 Engineering, Inc. for the preparation of bid documents for recoating the 0.5 MG steel water tank</b>	<b>Agenda Date: February 6, 2014</b>	
	<b>AB14-020</b>	
	Mayor Dave Gordon	
	City Administrator Christy Todd	X
	City Attorney P. Stephen DiJulio	
	City Clerk – Brenda L. Martinez	
	Community Development – Stacey Welsh	
	Finance – May Miller	
	Economic Development – Andy Williamson	
	Parks/Natural Resources – Aaron Nix	
	Police – Chief Kiblinger	
Public Works – Seth Boettcher		
Court Administrator – Stephanie Metcalf		
Cost Impact (see also Fiscal Note): \$30,200		
Fund Source: Water		
Timeline: 60 days		
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 14-927, Professional Services Agreement, CIP Page</b>		
<b>SUMMARY STATEMENT:</b> <b>Background</b> A new paint coating of a water reservoir typically will last 20 years. The City has spot-treated this tank in the past and now has about 28 years on the first paint job. The half million gallon tank is approximately 35 feet high and is located to the southeast of the south end of Botts Drive.		
<b>Engineering and Management</b> Our selected water utility engineer, RH2, has provided us with a contract to provide plans, specifications, bid documents, services during construction and approvals through the Department of Health. City staff will manage the design process, manage the painting project, and provide the administration for the project. The City plans to hire Custom Coating Consultants to provide specialty inspections of the tank during construction.		
<b>Design Issues</b> The tank will need to be taken off line and the surface prepared to overcoat paint the tank inside and out. Another task will be to install features to keep the upper zone in fire flow and domestic drinking water supply while the water tank is off line.		
<b>Engineer Selection Process</b> The City selected RH2 Engineering, Inc. to provide water and sewer engineering services for the City in March, 2010. For continuity of service and efficiency, staff is recommending that RH2 provide the engineering services for this project. The Interim City Attorney has recommended that the City re-advertise for water and sewer engineering services this year.		
<b>FISCAL NOTE (Finance Department):</b> The City has been planning to recoat the tank for several years. The Public Works Department has		

applied for various grants and loans and was successful through the PWTF program only to have the state defund the program. The financing of the tank recoating was included in the rate study completed in summer of 2013. In the 2014 budget an inter-fund loan from the sewer department is planned to finance the tank recoating project. The City has \$214,000 budgeted for this project (\$15,000 carry-over from 2013 budget). With the \$15,000 of REET from 2013 budget and remaining funds from the 5<sup>th</sup> Ave Water Main project there are sufficient funds to cover this design contract. An inter-fund loan ordinance of approximately \$184,000 from the Sewer Reserves Fund will be needed before June, 2014 in order to fully fund this project.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

**RECOMMENDED ACTION: MOTION to adopt Resolution 14-927 authorizing a Professional Services Agreement with RH2 Engineering, Inc. for the preparation of bid documents for the recoating of the 0.5 MG steel water tank.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2014		

**RESOLUTION NO. 14-927**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING A PROFESSIONAL SERVICES  
AGREEMENT WITH RH2 ENGINEERING, INC.**

**WHEREAS**, the City's 500,000 gallon water tank is in need of a recoat; and

**WHEREAS**, this project is on the City's approved Capital Improvement Plan 2014-2019 as W2; and

**WHEREAS**, this project is included in the 2014 budget; and

**WHEREAS**, RH2 Engineering, Inc. was selected by the City for water and sewer engineering services in March of 2010;

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

**Section 1.** The Mayor is hereby authorized to execute an professional services agreement, substantially in the form as approved by the City Attorney, with RH2 Engineering, Inc. for the preparation of bid documents for recoating the 0.5 MG steel water tank. Any changes to the professional services agreement, and its attachments and exhibits, will be further reviewed by the City Attorney prior to execution by the Mayor.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF FEBRUARY,  
2014.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Dave Gordon, Mayor

Attest:

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

# Capital Plan 2014 - 2019

**Project for the** **Water Department** **#** **W2**

**PROJECT TITLE** **Reservoir Painting and Maintenance** **13107**

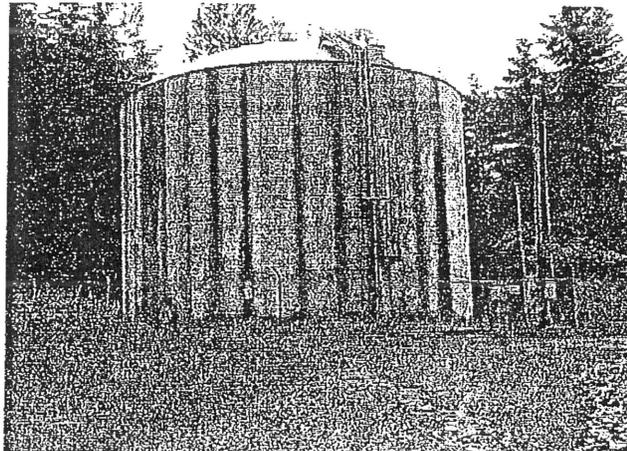
**DESCRIPTION** Repaint the 0.5 MG reservoir inside and out.

**BACKGROUND** The paint job has lasted over twenty years but must be repainted soon before sandblasting to metal is needed. A PWTF loan still is a possibility and could provide

**COMMENTS** The budget was increased from the 2013 budget because of the paint condition, need for an additional access port, tank mixing and staff costs. The preliminary engineering will start in 2013 as budgeted. Loan for ten years at 1% interest will be repaid from water

	Total \$ Requested 2014-2019	Capital Plan 2014 - 2019					
		2014	2015	2016	2017	2018	2019
<b>CAPITAL PROJECT COSTS</b>							
Design Engineering & bid docs	27,000	27,000					
specialty inspection	5,000	5,000					
Tank Painting & improvements	141,000	141,000					
Project management	26,000	26,000					
<b>TOTAL COSTS</b>	<b>199,000</b>	<b>199,000</b>	-	-	-	-	
<b>REQUESTED FUNDING</b>							
	Total \$ Requested 2014-2019	2014	2015	2016	2017	2018	2019
PWTF Loan or other	187,000	187,000					
Real Estate Excise Tax II	12,000	12,000					
<b>TOTAL SOURCES</b>	<b>199,000</b>	<b>199,000</b>	-	-	-	-	

	Total \$ Requested 2014-2019	2014	2015	2016	2017	2018	2019
<b>DEBT FUNDING</b>							
Water Operating Rates	81,804			20,451	20,451	20,451	20,451
<b>TOTAL DEBT FUNDING</b>	<b>81,804</b>	-	-	20,451	20,451	20,451	20,451



Old Lawson Hill 500,000  
Gallon Tank

## CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated \_\_\_\_\_, 2014 and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: \_\_\_\_\_ Phone: 360-886-5700 Fax : 360-886-2592

and

RH2 Engineering, Inc. ("Consultant")

Physical Address: 22722 29<sup>th</sup> Drive SE

Suite 210

Bothell, WA 98021

Mailing Address: Same

Contact: Geoff Dillard Phone: 253-327-1522 Fax: 425-951-5401

Tax Id No.: 91-1108443

for professional services in connection with the following project:

Professional services for the 0.5 MG Tank Recoating (the "Project").

### TERMS AND CONDITIONS

#### 1. Services by Consultant

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

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

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

by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## 2. Schedule of Work

2.1 Consultant shall perform the services described in Task 1 of the Scope of Work (Exhibit A) within sixty (60) days of the contract authorization.

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

2.3 Consultant is authorized to proceed with services upon \_\_\_\_\_.

## 3. Compensation

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$30,200 as estimated in Exhibit "B" without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

## 4. Payment

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

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

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

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

**5. Discrimination and Compliance with Laws**

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

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

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

**6. Suspension and Termination of Agreement**

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

**7. Standard of Care**

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

## **8. Ownership of Work Product**

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

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

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

## **9. Indemnification/Hold Harmless**

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Provided, however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the city, it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

## **10. Insurance**

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

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

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be

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

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

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

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

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

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

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

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

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

**11. Assigning or Subcontracting**

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

**12. Independent Contractor**

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

**13. Notice**

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

City: City Administrator  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
Fax: 360-886-2592

With a copy to: City Attorney  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
Fax: 360-886-2592

Consultant: RH2 Engineering, Inc.  
22722 29<sup>th</sup> Drive SE  
Suite 210  
Bothell, WA 98021  
Fax: 425-951-5401

**14. Disputes**

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

**15. Attorney Fees**

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

**16. General Administration and Management on Behalf of the City**

16.1 The City Administrator for the City, or his/her designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

**17. Extent of Agreement/Modification**

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

**18. Conflict of Interest; Non-Collusion**

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

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

CITY OF BLACK DIAMOND

CONSULTANT

By: \_\_\_\_\_  
Dave Gordon

Its: Mayor

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

By: \_\_\_\_\_  
Geoffrey Dillard

Its: Director

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

Attest:

By:

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

**Exhibit A**  
**City of Black Diamond**  
**0.5 MG Tank Recoating**  
**Scope of Work**

January 2014

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**BACKGROUND**

The City of Black Diamond (City) owns a 0.5 million gallon (MG) steel water tank, approximately 50 feet in diameter and 35 feet high that was originally constructed in 1986. The tank has not been fully recoated since its construction other than spot repairs on the exterior of tank. The City requested RH2 Engineering, Inc., (RH2) to prepare bid documents for the recoating of the tank. In addition, since this tank is the only source capable of providing fire flow protection in the City's upper pressure zone, a plan for providing temporary fire flow will be required.

**TASK 1: DEVELOP BIDDING DOCUMENTS**

**Objective:** Prepare specifications and construction cost estimate for the City to bid the project.

**Approach:**

- 1.1 Prepare a subconsultant agreement with Custom Coating Consultants (CCC) to perform testing of existing coating systems. CCC will provide RH2 with a report on the existing coating systems conditions.
- 1.2 Perform site investigation to gather data for coating specification. Obtain as-built construction records of tank. Obtain and review available coating system data on original construction. Evaluate options for recoating facilities and discuss with the City.
- 1.3 Prepare specifications for the project, including bid documents, general provisions, technical specifications, and measurement and payment. Bidder qualification and responsibility language and the coating's warranty coverage requirements will be tailored as appropriate for a tank coating project. Submit draft set of specifications for City's review and comments.
- 1.4 Prepare specifications and submit to the Washington State Department of Health (DOH) for approval.
- 1.5 Address comments from the City and DOH and incorporate comments to the specifications. Finalize specifications for bidding.
- 1.6 Prepare construction cost estimate.

**Assumptions:** *It is assumed that lead is not present in the existing coatings. Lead will be tested for during this task, and if is found, this Scope will need to be revised to address additional lead abatement requirements.*

**RH2 Deliverables**

- Ten (10) sets of specifications.
- Construction cost estimate.

## TASK 2: SERVICES DURING BIDDING AND AWARD

**Objective:** Provide engineering services during the bidding phase of the project.

**Approach:**

- 2.1 Assist the City in obtaining interested contractors to submit bids for this project.
- 2.2 Respond to questions from prospective bidders and suppliers.
- 2.3 Issue up to two (2) addenda when determined necessary to clarify or revise specifications or project conditions during the bidding process.
- 2.4 Assist the City with reviewing low bidders qualifications.

**Assumptions:** *It is assumed that the City will handle on-site meeting, bid advertisement, bid tabulation, low bidder's reference check, bid award, and contract execution.*

### RH2 Deliverables

- Addendums in PDF format.
- Bid recommendation.

## TASK 3: SERVICES DURING CONSTRUCTION

**Objective:** Provide services during construction as requested by the City, including: pre-construction meeting attendance, submittal review, on-site inspection, and other services to the level as described in this task and provided for in **Exhibit B - Fee Estimate**. Should additional support be required, RH2 can prepare a contract amendment to this Scope of Work for these additional services.

**Approach:**

- 3.1 Review submittals required by the technical specifications.
- 3.2 Perform one on-site inspection during the coating application. Coordinate with project inspector and coating inspector. The day-to-day inspection activities will be performed by the City.
- 3.3 Prepare change orders and supporting information, as required.
- 3.4 Provide final on-site inspection and assist the City in final acceptance upon satisfactory completion of the project.

**Assumptions:** *It is assumed that the City will handle the pre-construction conference, the final on-site inspection, and project completion reporting with DOH. The City will also contract with a specialty inspection firm to conduct daily inspections and administer the necessary coating tests.*

### RH2 Deliverables

- Pre-construction conference administration and documentation, including pre-construction conference meeting agenda and minutes.
- Meetings and correspondence with the City and contractor, as needed, within the budgeted hours identified in **Exhibit B - Fee Estimate**.
- Letter recommending project acceptance.

•

#### **TASK 4: TEMPORARY FIRE FLOW AND DOMESTIC SERVICE PLAN**

**Objective:** Prepare a strategy and plan to provide temporary fire flow protection and domestic supply management to the City's upper pressure zone during the period that the 0.5 MG tank is out of service for the recoating project.

**Approach:**

- 4.1 Work with City staff to prepare a strategy for how temporary fire flow protection service will be provided.
- 4.2 Work with City staff to prepare a strategy for how domestic supply can be provided to the upper zone when the peak attenuation capacity of the tank is not available.
- 4.3 Prepare plans and specifications necessary to support the selected option. Review submittals required by the technical specifications.
- 4.4 Prepare design of single inlet/outlet piping configuration for inclusion as a bid alternative.

**RH2 Deliverables**

- Plans, details, and specifications to be incorporated into the bid documents.

**EXHIBIT B**

City of Black Diamond  
0.5 MG Tank Recoating

**Estimate of Time and Expense**

Task	Description Classification	Principal		Project Manager		Project Engineer		Word Processor		Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
		Professional IX	Professional IV	Professional IV	Professional III	Professional III	Administrative III							
<b>Task 1</b>	<b>DEVELOP BIDDING DOCUMENTS</b>													
1.1	Coordinate with subconsultant									4	\$ 500	\$ 5,175	\$ 13	\$ 5,688
1.2	Perform site visit and gather available data									9	\$ 1,384		\$ 91	\$ 1,475
1.3	Prepare coating specifications									55	\$ 7,794		\$ 620	\$ 8,414
1.4	Prepare DOH submittal									6	\$ 824		\$ 21	\$ 845
1.5	Address review comments									5	\$ 730		\$ 18	\$ 754
1.6	Prepare construction cost estimate									4	\$ 615		\$ 15	\$ 630
	<b>Subtotal</b>	3		50		8		22		83	\$ 11,853	\$ 5,175	\$ 778	\$ 17,806
<b>Task 2</b>	<b>SERVICES DURING BIDDING AND AWARD</b>													
2.1	Assist with soliciting bidders									2	\$ 324		\$ 8	\$ 332
2.2	Respond to bidders questions									5	\$ 736		\$ 19	\$ 755
2.3	Prepare addenda									5	\$ 736		\$ 18	\$ 754
2.4	Assist with reviewing low bidder qualification									2	\$ 324		\$ 8	\$ 332
	<b>Subtotal</b>			12				2		14	\$ 2,120		\$ 53	\$ 2,173
<b>Task 3</b>	<b>SERVICES DURING CONSTRUCTION</b>													
3.1	Review submittals									5	\$ 736		\$ 26	\$ 762
3.2	Assist with on-site inspections									5	\$ 851		\$ 154	\$ 1,005
3.3	Assist with preparing change orders									3	\$ 412		\$ 14	\$ 426
	<b>Subtotal</b>	1		10				2		13	\$ 1,999		\$ 195	\$ 2,194
<b>Task 4</b>	<b>TEMPORARY FIRE FLOW AND DOMESTIC SERVICE PLAN</b>													
4.1	Prepare temporary fire flow protection plan									15	\$ 2,498		\$ 118	\$ 2,616
4.2	Prepare temporary domestic service plan									15	\$ 2,498		\$ 62	\$ 2,560
4.3	Incorporate plans into bidding documents									11	\$ 1,631		\$ 69	\$ 1,700
4.4	Design inlet/outlet pipe									7	\$ 1,068		\$ 83	\$ 1,151
	<b>Subtotal</b>	10		22		11		5		48	\$ 7,695		\$ 332	\$ 8,027
	<b>PROJECT TOTAL</b>	14		94		19		31		158	\$ 23,667	\$ 5,175	\$ 1,358	\$ 30,200

**EXHIBIT C**  
**RH2 ENGINEERING, INC.**  
**SCHEDULE OF RATES AND CHARGES**

**2014 HOURLY RATES**

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$203.00	Technician	IV	\$131.00
Professional	VIII	\$203.00	Technician	III	\$123.00
Professional	VII	\$195.00	Technician	II	\$92.00
			Technician	I	\$87.00
Professional	VI	\$180.00			
Professional	V	\$172.00	Administrative	V	\$122.00
Professional	IV	\$162.00	Administrative	IV	\$102.00
			Administrative	III	\$88.00
Professional	III	\$151.00	Administrative	II	\$73.00
Professional	II	\$143.00	Administrative	I	\$61.00
Professional	I	\$131.00			

**IN-HOUSE SERVICES**

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

**OUTSIDE SERVICES**

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

**CHANGES IN RATES**

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

<b>SUBJECT:</b> <b>Resolution No. 14-928</b> <b>Re-Authorizing the City of Black Diamond to Invest in the State of Washington's Local Government Investment Pool (LGIP)</b>	<b>Agenda Date: February 6, 2014</b>		<b>AB14-021</b>
	Mayor Dave Gordon		
	City Administrator Christy Todd		
	City Attorney P. Stephen DiJulio		
	City Clerk – Brenda L. Martinez		
	Community Development – Stacey Welsh		
	Finance – May Miller		<b>X</b>
	Economic Development – Andy Williamson		
	Parks/Natural Resources – Aaron Nix		
	Police – Chief Kiblinger		
Public Works – Seth Boettcher			
Court Administrator – Stephanie Metcalf			

Cost Impact (see also Fiscal Note):  
none

Fund Source:

Timeline:

**Agenda Placement:**  Mayor  Two Councilmembers  Committee Chair  City Administrator

**Attachments: Resolution No. 14-928 and Transaction Authorization Form**

### SUMMARY STATEMENT:

The State of Washington's Local Government Investment Pool (LGIP) requires cities to update their authorization Resolution for LGIP investments when a new Mayor is elected. The Attached Resolution format was provided by the Washington State Treasurer's Office.

This resolution re-authorizes the City of Black Diamond to transfer funds from Columbia Bank to the State Local Investment Pool and/or transfer funds back from the Local Government Investment Pool to Columbia Bank. The Transaction Authorization Form designates persons Mayor Gordon has authorized to perform the transfers. This resolution allows the city to invest funds after Property Taxes are received in April and May, October, and November and then transfer back to Columbia Bank as the funds are needed in the other months. All transfer actions must be approved by Administration or their designee and can only be made through pre-established ACH Bank routing.

Most small cities, including the City of Black Diamond, utilize the Local Government Investment Pool. This State Investment Pool has adopted objectives that incorporate best practices based on the safety of the investment, liquidity to ensure easy availability of adding to the investment or transferring back, and return on investment in conformance with federal, state and other legal requirements.

**FISCAL NOTE (Finance Department):** This Resolution adds no costs to the city, but instead adds Interest Income to each Fund from their Investment of Funds throughout the year.

**COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:** The Council Finance Committee reviewed the Resolution at their January 30, 2014 meeting and recommended approval.

**RECOMMENDED ACTION: MOTION to adopt Resolution No, 14-928, re-authorizing the City of Black Diamond to Invest in the State of Washington's Local Government Investment Pool (LGIP).**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2014		

**RESOLUTION NO. 14-928**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REAUTHORIZING INVESTMENT OF THE CITY OF BLACK DIAMOND'S MONIES IN THE LOCAL GOVERNMENT INVESTMENT POOL (LGIP)**

**WHEREAS**, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the Columbia Bank transfer of money by an authorized governmental entity for purposes of investment by the State Treasurer; and

**WHEREAS**, from time to time it may be advantageous to the authorized governmental entity, the City of Black Diamond, the “governmental entity”, to transfer funds for deposit of funds available for investment in the LGIP; and

**WHEREAS**, any transfer of deposits made on behalf of the governmental entity shall be first duly authorized by the City of Black Diamond, the “governing body” of the governmental entity, in this resolution or a subsequent resolution, and a certified copy of said resolution shall be filed with the State Treasurer’s Office; and

**WHEREAS**, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to transfer for deposit of governmental entity monies from the city’s Columbia Bank account to and from the Local Government Investment Pool and to delegate certain authority to make adjustments to the incorporated transactional authorization form, to the individuals designated herein;

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

**Section 1.** The Mayor does hereby authorize the transfer of funds from the City of Black Diamond’s main Bank Account at Columbia Bank to the State Local Government Investment Pool (LGIP) and/or the transfer back from the State Local Government Investment Pool (LGIP) to the City’s Bank Account at Columbia Bank in the manner prescribed by law, rule, and applicable policies and procedures for LGIP transactions.

**Section 2.** The governing body has approved the Local Government Investment Pool Transaction Authorization Form as completed by the City of Black Diamond and incorporates said Authorization Form into this resolution by reference and does hereby attest to its accuracy.

**Section 3.** The governmental entity designates Dave Gordon, Mayor, the “authorized individual” to authorize all amendments, changes, or alterations to the Authorization Form or any other documentation, including designating other individuals to make transfers into and out of the Local Government Investment Pool to and from the City’s Bank Account at Columbia Bank on behalf of the governmental entity.

**Section 4.** This delegation ends upon termination of the authorized individual's relationship with the governmental entity or further action by the governing body terminating the delegation. It is the responsibility of the governing body to notify the State Treasurer's Office immediately when any action has been taken to end this delegation.

**Section 5.** The Authorization Form as incorporated into this resolution or hereafter amended by delegated authority or any other documentation signed or otherwise approved by the authorized individual shall remain in effect should the authorized individual's delegate authority be terminated or otherwise end. No amendments, changes, or alterations shall be made to the Authorization Form or any other documentation until the entity passes a new resolution naming a new authorized individual.

**Section 6.** The governing body acknowledges that neither the State of Washington nor the State Treasurer guarantees any investment made by the governmental entity in the LGIP and it is possible to lose money by investing in the LGIP. Therefore, the governing body agrees to hold the State of Washington, the State Treasurer, and the LGIP harmless from any investment losses incurred as a result of investment with the LGIP.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF FEBRUARY, 2014.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Dave Gordon, Mayor

Attest:

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

**OFFICE OF THE WASHINGTON STATE TREASURER**  
**LOCAL GOVERNMENT INVESTMENT POOL and/Or REVENUE DISTRIBUTION**

**TREASURY MANAGEMENT SYSTEM (TM\$)**  
**WEB CLIENT LOGON AUTHORIZATION FORM**

**Name of Entity:** City of Black Diamond, Washington

**Note:** each Full access LGIP person must also be listed on the Transaction Authorization Form. Please fill out this form completely, including any existing information, as this form will replace the previous form.

TM\$ LGIP / Revenue Dist. Web access requested for the following

1. Add    Delete    Update    No Change    2. Add    Delete    Update    No Change  
 LGIP: Full Access    View only    Rev Dist: View only    LGIP: Full Access    View only    Rev Dist: View only

Name: Mayene Miller	Name: Brenda Martinez
Title: <b>Finance Director</b>	Title: <b>City Clerk/Human Resources Manager</b>
E-mail address: mmiller@ci.blackdiamond.wa.us	E-mail address: bmartinez@ci.blackdiamond.wa.us
Phone: <b>360-886-5700</b>	Phone: <b>360-886-5700</b>
OST Appr Date:                      UserID:	OST Appr Date:                      UserID:

3. Add    Delete    Update    No Change    4. Add    Delete    Update    No Change  
 LGIP: Full Access    View only    Rev Dist: View only    LGIP: Full Access    View only    Rev Dist: View only

Name: Mark Hoppen	Name: Dave Gray
Title: <b>City Administrator</b>	Title: <b>Deputy Finance Director</b>
E-mail address: mhoppen@ci.blackdiamond.wa.us	E-mail address: dgray@ci.blackdiamond.wa.us
Phone:	Phone:
OST Appr Date:                      UserID:	OST Appr Date:                      UserID:

By signature below, I certify I am authorized to represent the institution/agency for the purposes of this transaction.

<i>(Authorized Signature)</i>	<i>(Title)</i>	<i>(Date)</i>
<i>(Print Authorized Name)</i>	<i>(E-mail address)</i>	<i>(Phone no.)</i>

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer. Please mail this form to the address listed below:

OFFICE OF THE STATE TREASURER  
 LOCAL GOVERNMENT INVESTMENT POOL  
 LEGISLATIVE BUILDING  
 P. O. BOX 40200  
 OLYMPIA WA 98504-0200  
 Fax: 360/902-9044

<b>Date Received:</b> _____ / _____ / _____
<b>Fund Number:</b> _____
<b>OK'd by:</b> _____
<i>(For OST use only)</i> 02/22/13

# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

<b>SUBJECT:</b> <b>Resolution No. 14-929, relating to the appointment of Vern Gibson as the City's representative to the Black Diamond Community Center's Board of Director.</b>	<b>Agenda Date: February 6, 2014</b>		<b>AB14-022</b>
	Mayor Dave - Gordon		X
	City Administrator - Christy Todd		
	City Attorney P. Stephen DiJulio		X
	City Clerk – Brenda L. Martinez		
	Community Development – Stacey Welsh		
	Finance – May Miller		
	Economic Development – Andy Williamson		
	Parks/Natural Resources – Aaron Nix		
	Police – Chief Kiblinger		
Public Works – Seth Boettcher			
	Court Administrator – Stephanie Metcalf		

**Agenda Placement:**  Mayor  Two Councilmembers  Committee Chair  City Administrator

**Attachments: Resolution No. 14-929**

**SUMMARY STATEMENT:**

Under the Black Diamond Community Center's bylaws, dated July 22, 2013, "Of those elected to the Board of Directors one shall be a public official or their representative." The Mayor has chosen to appoint Vern Gibson as the City's representative on the Black Diamond Community Center's Board of Directors.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: None

**RECOMMENDED ACTION: MOTION to adopt Resolution No. 14-929, relating to the appointment of Vern Gibson as the City's representative to the Black Diamond Community Center's Board of Directors.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 6, 2014		

**RESOLUTION NO. 14-929**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON RECOGNIZING THE MAYOR'S APPOINTMENT OF THE CITY-DESIGNATED REPRESENTATIVE TO THE BLACK DIAMOND COMMUNITY CENTER BOARD OF DIRECTORS**

**WHEREAS**, the Black Diamond Community Center is a vital link to the well-being and quality of life that Black Diamond citizens have come to expect in the City; and

**WHEREAS**, the Black Diamond Community Center Bylaws, under section 2.4 "Qualifications," states that one of its Board members shall be a public official or representative; and

**WHEREAS**, Mayor Gordon has elected to appoint Vern Gibson as the City-designated representative to the Black Diamond Community Center's Board of Directors;

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

**Section 1.** The Mayor's appointment of Vern Gibson as the City-designated representative (appointee) to the Black Diamond Community Center Board of Directors is ratified and confirmed.

**Section 2.** Nothing in Section 1 constitutes recognition by the City of the appointee as a City officer or employee for purposes of compensation and benefits, nor is the appointee a consultant or independent contractor. Rather, the appointee is a volunteer and has agreed to serve the City in the capacity of a volunteer.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF FEBRUARY, 2014.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Dave Gordon, Mayor

Attest:

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

# REGIONAL COMMITTEES

## South County Area Transportation Board (SCATBd)

- **Scope:** Serves as a central forum for information sharing, consensus building, and coordination to develop recommendations for transportation polices, projects and programs for the south King County area
- **Process of Appointment:** An appointment form for primary representative and alternate is sent to Mayor in December (see attachment)
- **Terms:** One year appointment
- **When they meet:** 3<sup>rd</sup> Tuesday of every month from 9 a.m. – 11 a.m.
- **Where they meet:** Council Chambers, Sea Tac City Hall, 4800 South 188<sup>th</sup> Street, Sea Tac
- **Contact:** Paul Takamine, Office of Regional Transportation Planning, Dept. of Transportation, 201 S. Jackson Street – MS KSC-TR-0814, Seattle, WA 98104-3856, (206)477-3822 – [paul.takamine@kingcounty.gov](mailto:paul.takamine@kingcounty.gov)

## Sound Cities Association Public Issues Committee (PIC)

- **Scope:** Established by SCA in 1995 as a standing board committee; Per SCA Bylaws, the PIC “shall review and evaluate policy positions and recommend to the Board what, if any, action should be taken on such policy positions”; Governed by SCA Bylaws (adopted by membership as a whole at Annual Meetings), SCA Board Policies (adopted by Board), and PIC Operating Policies (adopted by PIC). The PIC includes a representative of each city in SCA. It is the body responsible for making recommendations on policies and committee appointments to the Board. The PIC is SCA’s vehicle for bringing policies to member cities, and for member cities to bring policies to SCA. The PIC not only evaluates and recommends policy positions, but it also recommends regional committee and board appointments to the SCA Board of Directors. A nominating committee of the Public Issues Committee consisting of one representative of each SCA Regional Caucus shall be appointed by the Chair of the Public Issues Committee in October to recommend appointments to the committee. Currently, Leanne Guier, Mayor of Pacific, represents the South Valley Caucus on the PIC Nominating Committee. Equitable geographic distribution shall be considered in recommending appointments to the Board of Directors. Councilmembers Carol Benson & Tamie Deady were appointed to regional boards and committees for 2014.
- **Appointment process:** Each City determines its PIC Member & Alternate by its own process. Some mayors appoint directly; some Council includes this appointment with

the other council appointments. SCA starts asking cities to identify its member & alternate in January. I have been informed that Councilmember Janie Edelman is the member for 2014 and Councilmember Tamie Deady is the alternate for 2014.

- **Terms:** one-year terms, no limit
- **When:** normally the 2<sup>nd</sup> Wednesday of each month from 7-9pm. At the January meeting of the PIC, the members adopt a schedule for the year. I have attached the resolution for your records.
- **Where:** normally the PIC meets at Renton City Hall in the Council Chambers (7<sup>th</sup> floor). Occasionally, the PIC will meet in the Renton City Hall Conferencing Center (across the hall from the Council Chambers), if there is another meeting already scheduled in the Council Chambers. In 2014, the PIC will meet at Kirkland City Hall in July, which was approved by the members and noted on the resolution.
- **Contact:** for RSVPs – Kristy Burwell, [kristy@soundcities.org](mailto:kristy@soundcities.org). For policy questions – Deanna Dawson, SCA Executive Director, [deanna@soundcities.org](mailto:deanna@soundcities.org) or 206-433-7170; Monica Whitman, SCA Senior Policy Analyst, [Monica@soundcities.org](mailto:Monica@soundcities.org) or 206-433-7169; Doreen Booth, SCA Policy Analyst, [Doreen@soundcities.org](mailto:Doreen@soundcities.org) or 206-433-7147.

## **Sound Cities Association Board of Directors (2014)**

- **Scope:** The SCA Board of Directors oversees the general activities of the Sound Cities Association, and governs the organization by establishing broad policies and objectives for SCA. While the Public Issues Committee (PIC) brings forward public policy positions and makes recommendations on appointments to regional boards and committees, the Board is ultimately responsible for adopting those policy positions and making those appointments. The Board recommends the Annual SCA Budget to the SCA Membership for approval, and is charged with establishing the association's mission and purpose, selecting its executive, ensuring effective organizational planning, ensuring that the association has adequate resources and that those resources are managed effectively, determining and monitoring the association's programs and services, and enhancing the association's public image.

The Executive Committee of the Board of Directors is composed of the President, Vice President, Past President, Treasurer, and Director-at-Large. The members of the Executive Committee chair the Board Committees: Communications, Finance, and Membership. In addition to the Board Committees, Directors serve on the SCA Events Committee. Through these committees, the SCA Board of Directors is able to more effectively tackle necessary work of SCA throughout the year.

The SCA Board of Directors has thirteen directors: four from the North Caucus; one from the Snoqualmie Valley Caucus; four from the South Caucus; one from the South Valley

Caucus; the Past President of the Board; the Public Issues Committee (PIC) Chair; and the City Manager/Administrator representative. The Regional Caucus Directors serve two-year terms with a maximum of three consecutive terms. The PIC Chair and the City Manager/Administrator representative serve one-year terms with a maximum of three consecutive terms. Every December the Regional Caucuses meet to review nominees for open seats on the SCA Board of Directors and elect their own regional representative(s).

North Caucus Cities: Beaux Arts Village, Bothell, Clyde Hill, Hunts Point, Issaquah, Kenmore, Kirkland, Lake Forest Park, Medina, Mercer Island, Newcastle, Redmond, Sammamish, Shoreline, Woodinville

Snoqualmie Valley Caucus Cities: Carnation, Duvall, North Bend, Skykomish, Snoqualmie

South Caucus Cities: Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Tukwila

South Valley Caucus Cities: Algona, Black Diamond, Enumclaw, Milton, Pacific

- **Appointment process:** At the Regional Caucus Meetings (usually in December), each caucus elects its members to the SCA Board of Directors. SCA has 4 regional caucus areas: North, Snoqualmie Valley, South & South Valley. The City of Black Diamond is in the SCA South Valley Caucus. The South Valley Caucus has 1 seat on the Board. Currently, Dave Hill, Mayor of Algona, serves on the SCA Board of Directors. He is the representative for all of the South Valley Caucus cities.
- **Terms:** two-year terms, 3 term limit
- **When:** normally the 3<sup>rd</sup> Wednesday of each month from 10am-12pm.
- **Where:** Renton City Hall Conferencing Center
- **Contact:** Deanna Dawson, SCA Executive Director, [deanna@soundcities.org](mailto:deanna@soundcities.org) or 206-433-7170 or Kristy Burwell, [kristy@soundcities.org](mailto:kristy@soundcities.org) or 206-433-7168.

## **WRIA 9 (Green River)**

- **Scope:** Members of the Watershed Ecosystem Forum are all of the cost-sharing partners under the Inter-local Agreement (ILA), including Black Diamond.
- **Process of Appointment (When it takes place):** Each member city appoints its representatives through whatever process they use for appointments to regional committees.
- **Terms:** Not specified
- **When they meet:** The Forum representatives meet (4) times per year and I have attached the schedule here
- **Where they meet:** Varied City Halls from 4 – 6:30 p.m.
- **Contact:** Watershed Coordinator, Doug Osterman: 206-477-4793, email [Doug.osterman@kingcounty.gov](mailto:Doug.osterman@kingcounty.gov) or Maureen Judge, WRIA 9 – Communications Coordinator, 206-477-4095

## King County Landmarks Commission

- **Scope:** The Landmarks Commission is composed of nine members, each of whom is appointed by the King County Executive, subject to confirmation by the County Council. All appointments are for a three-year term. Commissioners serve without compensation except for out-of-pocket expenses incurred in connection with Commission meetings or programs. When the Commission acts on behalf of a City with which the County has a contract to provide historic preservation services, the City appoints a tenth member to the Commission. This special member sits as a regular member of the Commission for all business conducted in that city.

The Commission as a whole meets on the 4th Thursday of each month from 4:30 to 6:30 p.m. in Suite 700 of the King Street Center, 201 S. Jackson Street in Seattle, unless it is sitting as the local Commission for one of the cities. City meetings are held on the 4th Thursday of each month from 7:00 to 9:00 p.m. in the city where business needs to be conducted. In addition to monthly meetings of the full Commission, commissioners also rotate membership on the Design Review Committee. This committee meets on the second Thursday of each month from 10:00 a.m. to Noon in Suite 700 of the King Street Center. Commissioners can also expect to attend one or two day-long tours each year and occasional special training workshops. The average time commitment is approximately 18 hours monthly.

Prospective commission members must have demonstrated interest and experience in historic preservation, archaeology, heritage education, heritage museums or related fields, and should be familiar with quasi-judicial proceedings. Commissioners are responsible for:

- developing policy and planning recommendations for King County's historic preservation programs;
- reviewing and deciding nominations for landmark designation;
- reviewing and deciding certificates of appropriateness for alterations to or demolition of landmark properties; and
- attending training sessions and conferences as required.

Special members (city commissioners) are responsible for reviewing and deciding landmark nominations and certificates of appropriateness, and attending special training workshops.

- **Process of Appointment (When it takes place):** As members' terms expire or members resign.
- **Terms:** Three year terms with limit of two full terms.
- **When they meet:** 4<sup>th</sup> Thursday of each month at 4:30 p.m.
- **Where they meet:** Tipping Floor Room on the 7<sup>th</sup> floor of King Street Center, 201 S. Jackson, Suite 700
- **Contact:** Julie Koler, (206) 477-4528 – [Julie.koler@kingcounty.gov](mailto:Julie.koler@kingcounty.gov)

## South East Area Transportation Solutions (SEATS) Coalition

- **Scope:** SEATS is a transportation and economic development coalition led by the cities of Covington, Maple Valley, and Black Diamond, with participation from the cities of Auburn and Enumclaw, King County, Port of Seattle, Sound Transit, Puget Sound Regional Council, Washington State Department of Transportation, and BNSF Railway. While we consist primarily of government agencies today, we hope to expand our reach to the private sector in the future.
- **Process of Appointment (When it takes place):** The city councils of Black Diamond, Covington, and Maple Valley each are entitled to appoint two elected officials.
- **Terms:** The process to appoint them and the terms are at each council's discretion.
- **When they meet:** 4<sup>th</sup> Wednesday of each month at 1 p.m.
- **Where they meet:** Covington City Hall
- **Contact:** Covington City Councilmember Wayne Snoey, the Chair of SEATS, at [wsnoey@covingtonwa.gov](mailto:wsnoey@covingtonwa.gov) or Covington City Manager Derek Matheson at [dmatheson@covingtonwa.gov](mailto:dmatheson@covingtonwa.gov)

## SUBURBAN CITIES ASSOCIATION (SCA)

### REGIONAL COMMITTEES

#### King County Growth Management Planning Council

- **Scope:** The GMPC oversees the development and implementation of the King County Countywide Planning Policies.
- **Process of Appointment (When it takes place):** Appointments generally occur at the first of the year. Each caucus appoints its own members. There are 4 caucuses: King County government, City of Seattle, suburban cities as represented by the Sound Cities Association, and the City of Bellevue
- **Terms:** Not specified
- **When they meet:** Varies each year depending on the workload. This year, GMPC is scheduled to meet on the following days from 4-6pm: February 26, May 21, July 23, September 26, and December 17
- **Where they meet:** PSRC Boardroom
- **Contact:** Karen Wolf, AICP, *Senior Policy Analyst*, Performance, Strategy and Budget, Phone: (206) 263-9649, Email: [karen.wolf@kingcounty.gov](mailto:karen.wolf@kingcounty.gov) and Doreen Booth, Sound Cities Association – [Doreen@soundcities.org](mailto:Doreen@soundcities.org)

## **King County Flood Control District Advisory Committee**

- **Scope:** The King County Council governs the Flood District as a “District Board of Supervisors”. The King County Flood Control District Advisory Committee is charged with providing the King county Flood Control District Board of Supervisors with expert policy advice on regional flood protection issues. The committee reviews and recommends an annual work program and budget for the district, including a capital improvement program projects and funding levels, subject to approval or approval and modification by the District Board of Supervisors.
- **Process of Appointment (When it takes place):** Each seat on the advisory committee has one vote. The KCFCDAC is composed of both permanent and rotating (two year) members. The 10 permanent seats on the committee are held by each mayor, or designated councilmember alternate of Tukwila, Auburn, Kent, Renton, Snoqualmie, North Bend, Carnation, Seattle and Bellevue. The King County Executive is the tenth permanent member of the committee. Four of the rotating seats are held by mayors or city council members nominated by the Sound Cities Associate (SCA). SCA also recommends 4 alternates.
- **Terms:** 2 year appointment
- **When they meet:** Once a month (TBD) from 1- 3:30 p.m.
- **Where they meet:** Rotating locations around King County
- **Contact:** Monica Whitman – [monica@soundcities.org](mailto:monica@soundcities.org)

## **South End Area Regional Coalition for Housing**

- **Scope:** To act cooperatively to formulate affordable housing goals and policies and to foster efforts to provide affordable housing by combining public funding with private-sector resources.
- **Process of Appointment (When it take place)**
- **Terms:** 4 year terms
- **When they meet:**
- **Where they meet:**
- **Contact:**

## **Mental Illness and Drug Dependency (MIDD) Oversight Committee**

### **King County**

- **Scope:** The MIDD Oversight Committee is a unique partnership of representatives from the health and human services and criminal justice communities. Recognizing that King

County is the countywide provider of mental health and substance abuse services, the committee will work to ensure that access to mental health and chemical dependency services is available to those who are most in need throughout the county, regardless of geographic location.

- **Process of Appointment (When it takes place):** Not specified
- **Terms:** Not specified
- **When they meet:** 2014 meetings will be held on Feb 27, Mar 27, Apr 24, Jun 26, Aug 28, Oct 23 and Dec 11 from 12:15 to 1:45 p.m.
- **Where they meet:** King County Chinook Building, 401 Fifth Avenue, Seattle
- **Contact:** Doreen Booth – [Doreen@soundcities.org](mailto:Doreen@soundcities.org)

### **Regional Transit Committee (RTC)**

- **Scope:** The Regional Transit committee (RTC) reviews and makes recommendations to the King county Council on policies and plans for the public transportation services operated by King County. These policies govern the long and short range planning and delivery of bus service; establish the structure for transit fares; the purchase of the new busses; and the construction of bus shelters, park and ride lots, and other transit facilities.
- **Process of Appointment (When it takes place):** Each regional committee consists of 9 voting members. Representation on the RTC includes three 3 county councilmembers and 6 local elected city officials. Each county councilmember's vote is weighted as 2 votes. City officials are appointed from Seattle and other cities and town in King County. Seattle currently appoints 2 representatives (each with one vote). SCA currently appoints 8 representatives (each with fractional (1/2 vote). Members representing 6 ½ votes constitute a quorum of a regional committee. In the absence of a quorum, the committee may perform all committee functions except for voting on legislation or a work program. Each King county regional committee has a chair and a vice-chair. The chair is a county councilmember appointed by the chair of the county council. The vice-chair is appointed by majority vote of those committee members who are not county councilmembers.
- **Terms:** Not Specified
- **When they meet:** 3<sup>rd</sup> Wednesday at 3 p.m.
- **Where they meet:** Council Chambers, King County Courthouse, 10<sup>th</sup> floor
- **Contact:** Legislative Analysts: [Paul Carlson](#) , Committee Assistant: [Angelica Calderon](#)

## **Economic Development Council of Seattle & King County (EDC)**

- **Scope:** The EDC of Seattle and King County is a public-private economic development partnership that was founded in 1971. Its mission is to be a “difference-maker” in the community by growing the jobs and tax base in King County, its 39 cities, and the greater Puget Sound region.
- **Process of Appointment (When it take place):** Nominated by EDC Board
- **Terms:** Elected officials are 1 year and work with SCA
- **When they meet:** Meeting held quarterly at 4 p.m.
- **Where they meet:** Locations TBD
- **Contact:** Cathy Callow – 206-389-8661 Su

## **Emergency Management Advisory Committee (EMAC)**

- **Scope:** EMAC advises OEM on regional needs, opportunities, and funding priorities. They support regional planning and other activities through subcommittees.
- **Process of Appointment (When it takes place):** Applications are submitted and compiled for presentation before County Council, without a set schedule of when those might occur.
- **Terms:** The terms vary per position, between 1 and 3 years.
- **When they meet:** 2<sup>nd</sup> Tuesday of each month at 1 p.m. to 2:30 p.m.
- **Where they meet:** Regional Communications and Emergency Coordination Center
- **Contact:** Denise Mack, Homeland Security Regional Coordinator & Grants Manager- (206)205-6352 – [denise.mack@kingcounty.gov](mailto:denise.mack@kingcounty.gov)

# City Council Resource Request Form

No. \_\_\_\_\_ Date submitted: \_\_\_\_\_

<p style="text-align: center;"><b>City Councilmember(s)</b></p> <p style="font-size: small;">(list name(s) below of Councilmember(s)s who are requesting use of staff resources)</p>	<p style="text-align: center;"><b>Identify Affected City Staff</b></p> <p style="font-size: small;">(list name(s) of City staff who will be involved)</p>

**Problem or Issue to be addressed**

**Priority**

(Use this section to indicate your view of the priority of this request, taking into account the currently adopted Council work priorities; the projects that city staff already has underway to accomplish either adopted Council work priorities, or duties within the scope of their job descriptions such as: managing and staffing Council committees/City Commissions and Advisory board, etc.)

	2013						
W2 – Reservoir Painting & Maintenance							
10-year plan for asbestos pipe replacement							
D2 – North Commercial & State Route 169 Stormwater Pond Design							
P2 – Ginder Creek Trail Restoration							
F1 & F2 – Fire Engine Replacement							
T6 – Rock Creek Bridge							
L3 – Police Radio Replacement							

## Expected Time/Resource Allocation

(How much time do you anticipate this request will take for: (a) staff research; (b) to move through any internal city council committee or City Commission/Advisory Board; (c) to produce any deliverables (e.g., a study, an ordinance, etc.)? Please address each item (a), (b) and (c).)

- a. Staff research involved?
- b. Does this matter require review by a City Council committee, or City Commission or Advisory Board? If so, identify the committee/Commission or Advisory Board.
- c. Will deliverables be required (or is a deliverable desired)? If so, identify the required/desired deliverable.

## Anticipated Expenditures

(Does this request require the commitment of city monies to, for example, hire experts, utilize the City Attorney's time? If so, please identify which city fund budget is proposed to be used for the request. If you need assistance from the City Administrator to identify which city fund budget might be appropriate for your request, please contact him/her for help.)

## Desired Completion Date

(What date would you ideally like to set, for the completion of your request?)

## For Internal Use Only



## RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON

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# RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON

## SECTION 1 - AUTHORITY

1.1 Pursuant to RCW 35A.12.~~420~~100, the Black Diamond City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall take effect upon adoption by resolution of the Council and until such time as they are amended or new rules are adopted in the manner provided for by these rules.

1.1.1 ~~1.1.1~~ Duties and authority of the mayor (RCW 35A 12.100). The Mayor shall be the chief executive and administrative officer of the city, in charge of all departments and employees, with authority to designate assistants and department heads. The Mayor may appoint and remove a chief administrative officer or assistant administrative officer, if so provided by ordinance or charter. The Mayor shall see that all laws and ordinances are faithfully enforced and that law and order is maintained in the city, and shall have general supervision of the administration of city government and all city interests. All official bonds and bonds of contractors with the city shall be submitted to the mayor or such person as he or she may designate for approval or disapproval. The Mayor shall see that all contracts and agreements made with the city or for its use and benefit are faithfully kept and performed, and to this end he may cause any legal proceedings to be instituted and prosecuted in the name of the city, subject to approval by majority vote of all members of the council. The Mayor shall preside over all meetings of the city council, when present, but shall have a vote only in the case of a tie in the votes of the ~~councilmen~~ council members with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for payment of money. The Mayor shall report to the council concerning the affairs of the city and its financial and other needs, and shall make recommendations for council consideration and action. The Mayor shall prepare and submit to the council a proposed budget, as required by chapter 35A.33 RCW. The Mayor shall have the power to veto ordinances passed by the council and submitted to him as provided in RCW 35A.12.130 but such veto may be overridden by the vote of a majority of all councilmembers plus one more vote. The Mayor shall be the official and ceremonial head of the city and shall represent the city on ceremonial occasions, except that when illness or other duties prevent the Mayor's attendance at an official function and no Mayor pro tempore has been appointed by the council, a member of the council or some other suitable person may be designated by the Mayor to represent the city on such occasion.

**Formatted:** Outline numbered + Level: 3 +  
Numbering Style: 1, 2, 3, ... + Start at: 1 +  
Alignment: Left + Aligned at: 0" + Tab after:  
0.5" + Indent at: 0.5"

1.1.2 Powers Vested in Legislative Bodies of Noncharter and Charter Code Cities.  
Add 35.A.11.020

**Comment [J1]:** Do we want to add the citation for the powers of the Council?

**SECTION 2 - COUNCIL MEETINGS**

**Comment [J2]:** Should we add RCW 35A.12.110 as an introduction to this section...with some edits?

- 2.1 Meetings shall be open to public. All meetings of the City Council shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in RCW Chapter 42.30 (the Open Public Meetings Act). Pursuant to RCW 42.30.040, no person at the meeting shall be required to register or provide other information, to complete a questionnaire, or otherwise comply with any other conditions as a precondition to be allowed to attend. However, any person wishing to address the Council or otherwise present information to the Council during a Council meeting may be requested to register and identify themselves and their home address. Persons who disrupt a meeting of the Council may lose the right to be present for the remainder of the meeting. See *Section 2.12*.
- 2.2 Agenda. The City Clerk shall be responsible for preparing agendas for all City Council meetings that specify the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and/or his/her designee.
- 2.3 Minutes. The City Clerk shall cause to be prepared action minutes of all of the Council meetings, which minutes shall contain an account of all official actions of the Council. Council meetings shall be electronically recorded and retained for the period of time as provided by State law. No changes shall be made to minutes except by motion approved by a majority of the Council at a properly noticed meeting.
- 2.4 Schedule of Regular Meetings. In accordance with RCW 35A.12.110 and Section 2.04.010 of the Municipal Code, the regular meetings of the City Council shall be held on the first and third Thursdays of every month at 7:00 p.m. in the City Hall Council Chambers located at 25510 Lawson Street, Black Diamond, Washington. The regular meeting location may be changed by a majority vote of the City Council. Town Hall meetings shall be held on the second Thursday of every month at 7:00 p.m. at the Black Diamond Community Center City Hall Council Chambers located at 34605-25510 Third Avenue Lawson Street, Black Diamond, Washington; provided that, nothing herein prohibits the City from holding a Town Hall meeting during a special meeting of the City Council.
- 2.5 Quorum required. A quorum shall be required to transact Council business. The presence of three (3) or more Councilmembers who are also eligible to vote at a council meeting shall constitute a quorum.

**Comment [J3]:** I assume this has already been changed. Also I would like to discuss the last line. Do we need?

- 2.6 Holidays. Should a scheduled Council meeting fall on a legal holiday, the meeting shall be canceled or rescheduled to another day by a simple majority vote of the Council.
- 2.7 Study Sessions. Study sessions, or meetings to review upcoming and pertinent business of the City, may be scheduled as special meetings of the Council subject to the same notification procedures set forth below for special meetings.
- 2.8 Special Meetings. In accordance with RCW 35A.12.110, a special meeting of the City Council may be called by the Mayor or at the request of any three (3) Councilmembers by written notice delivered to each member of the Council at least 24 hours before the time specified for the proposed meeting.
- 2.9 Emergency Meetings. In accordance with RCW 42.30.070, if, by reason of fire, flood, earthquake, or other emergency, there is a need for expedited action by the City Council to meet the emergency, the Mayor or other presiding officer of the Council may provide for a meeting site other than the regular meeting site and the public meeting notice requirements shall be suspended during the emergency.
- 2.10 Executive Sessions. An executive session is a Council meeting that is closed except to the Council, the Mayor, the City Administrator, the City Attorney and staff members and/or consultants authorized to attend by the Mayor or Council Members. Other persons and members of the public are prohibited from attendance, pursuant to RCW 42.30.030 and 42.30.110.

**Comment [J4]:** Do we want to add any of the reasons cited in these statutes?

Executive sessions may be held before or after regular Council meetings, Special Council meetings, or Council Study Sessions. In addition, the Council may retire to hold an executive session during one of these meetings. When this occurs, the portions of the meeting that are not part of the executive session shall continue to be open to the general public. Prior to convening an executive session, the Mayor or other presiding officer shall make an announcement that an executive session is being held and informing the public when the executive session shall end, provided, the ending time of an executive session may be extended by announcement of the Mayor or other presiding officer. Executive sessions may only be called to consider such matters as permitted by state law, as set forth in RCW 42.30.110.

- 2.11 Cancellation of Meetings. Meetings may be canceled by a majority vote of the Council and upon proper notice given by the City Clerk.
- 2.12 Disruption of meetings. Pursuant to RCW 42.30.050, should any Council meeting be interrupted by a person or group of persons so as to render the orderly conduct of such meeting unfeasible, such person or persons causing the interruption may be ordered removed from the meeting and prohibited from

**Comment [J5]:** Do we need a paragraph about 42.30.100 Continuances?

returning to attend the remainder of the meeting. If necessary to restore order, the Council may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the Councilmembers present. In such a session, final disposition may be taken only on matters that appear on the agenda. The Council shall allow any members of the public or representatives of the media who were not participating in the disturbance to attend any session that follows the disturbance, except an executive session, provided that the Council is not prohibited from establishing a procedure for readmitting individuals who were not responsible for disturbing the orderly conduct of the meeting.

### SECTION 3 - REGULAR COUNCIL MEETING ORDER OF BUSINESS

- 3.1 Preparation of Council Agenda. All items to be included on the agenda for consideration at a Council meeting should be submitted to the City Clerk in full no later than 10:00 a.m. on the Thursday preceding each regular Council meeting. At the discretion of the Council, items added to the agenda after that time may be declined to be considered by the Council until a future council meeting. The City Clerk shall then prepare a proposed agenda for approval by the Council. A final agenda will then be prepared by the City Clerk and distributed to Councilmembers as the official agenda for the meeting.

The agenda of a Regular City Council meeting shall be as follows:

- 3.2 Call to Order. The Mayor or other presiding officer shall call the meeting to order.
- 3.3 Flag Salute. The Mayor or other presiding officer shall lead the flag salute. However, the Mayor or other presiding officer may designate a Councilmember or other person to lead the flag salute.
- 3.4 Roll Call. The City Clerk will call the roll. Should less than a quorum be present at the time of roll call, any Councilmember present may, upon belief that late arrival of one or more Councilmembers will enable a quorum to be created, make a motion that the Council meeting be recessed for up to one hour; should a quorum still be lacking at the end of the recess period, the meeting shall be adjourned. As authorized under RCW 42.30.090, the City Clerk may adjourn the meeting if all Councilmembers are absent.
- 3.5 Public Comments. Members of the audience may comment on any matter related to City business during the Public Comment period. See Section 10.

*At the discretion of the Mayor or other Presiding Officer, citizens may also speak on individual agenda items at the time they are considered by the Council.*

**Comment [J6]:** I'm not quite sure what this sentence means....need to discuss.

3.6 Public Hearings and Appeals. Individuals may comment on public hearing and appeal items. However, when the Council is considering a closed record appeal, the Council shall only consider arguments that are limited to matters, information, documents and evidence presented at the underlying hearing from which the appeal is taken, and no new information, evidence or documents may be presented to the Council or added to the record. The Mayor or other Presiding Officer shall state the public hearing and/or appeal procedures before each hearing. No person may testify more than once. Comments are limited to five (5) minutes per person or ten (10) minutes if the person is representing a group. However, a group may only have one designated spokesperson.

**Comment [J7]:** Do we want to address public hearings like the MPDs that took a lot longer than the rules here allowed?

3.7 Quasi-judicial hearings. Quasi-judicial hearings are limited to one (1) hour and fifteen (15) minutes per hearing, as follows: 15 minutes for staff report; 15 minutes for applicant presentation; 15 minutes for proponent testimony; 15 minutes for opponent testimony; 5 minutes for applicant rebuttal; 10 minutes for questions and decision by Council. See Section 11 for complete details.

3.8 Appointments, Announcements, Proclamations and Presentations.

3.8.1 Appointments. Individuals appointed by the Mayor to hold positions within City government ~~may shall~~ require confirmation by the Council. Persons appointed by the Mayor or other Presiding Officer to serve on various committees, boards and commissions shall require confirmation by the Council. Where confirmation is required, the vote of the Council may be preceded by discussion in executive session. See Sections 16 and 17.

**Comment [J8]:** Are these individuals the city administrator and clerk? Or others?

3.8.2 Announcements. An announcement is a brief statement that informs the public of an event or happening of general interest. However, it cannot be a statement regarding a subject prohibited under section 3.8.5.

3.8.3 Proclamations. A proclamation is an official announcement made by the Mayor or the City Council regarding a non-controversial event, activity or special interest group which has had a major city-wide impact. The Mayor will read the proclamation and may invite guests to speak on the topic for no more than five (5) minutes.

3.8.4 Presentations. Any person(s) or organization wishing to make a presentation to the Council must first submit a completed "Request to be on Council Agenda Form" with the City Clerk. The request should be made at least two weeks prior to the intended Council date. The Mayor or his/her designee will determine if the proposed presentation is approved and will notify the applicant of the selected meeting date. If the presentation is not approved, the Mayor or his/her designee will notify the applicant of the decision and the reason(s) for the decision. Presentations

will not last more than five (5) minutes in length. The Council, by majority vote, may authorize presentations and may determine their length.

3.8.5 *Prohibited topics.* No person may use this time to address the Council for the purpose of assisting a campaign for election of a person to any office or for the promotion of, or opposition to, any ballot proposition. Further, no person may use this time to address the Council for the purpose of advertising any item, service, or product for profit or otherwise.

3.9 Agenda Modifications. The Mayor or other Presiding Officer shall announce any changes to the Council's published agenda.

3.10 Unfinished Business. Unfinished business consists of subjects discussed by the Council at a previous regular or special meeting and which have been placed on the agenda for additional discussion or resolution.

3.11 New Business, Ordinances and Resolutions.

3.11.1 *New business.* New business shall mean topics or issues, other than ordinances and resolutions, that have not previously been before the City Council for discussion or other action.

3.11.2 *Ordinances.* All ordinances shall be prepared or reviewed by the City Attorney. No ordinance shall be prepared or presented to the Council unless requested by two members of the Council, or the Chair of a Council Committee, or the Mayor or other Presiding Officer, or the City Administrator. All ordinances shall be in writing, and the titles thereof shall be read aloud by the Mayor or other Presiding Officer followed by a legal notice and a public hearing. At the next appropriate meeting, the ordinances again will be read by the Mayor or other Presiding Office prior to a vote being called. A motion and a second are required to bring an ordinance to a vote. Any Councilmember may request a full reading of the text of a proposed ordinance prior to the vote on its adoption. It shall not require a second to the request for a full reading of an ordinance. It is further provided, however, that the requirement for a reading of the title of the proposed ordinance, or a full reading of the text of the proposed ordinance, may be waived upon a motion duly made, seconded and approved by a majority of the Councilmembers in attendance at the council meeting.

Discussion and debate by the City Council on ordinances will be held prior to the vote on an ordinance. Prior to voting on passage of an ordinance, the Council may decide by majority vote to amend the ordinance or may direct staff to review the proposed ordinance and make a report to the Council.

An ordinance must be adopted by a majority vote of a quorum of the City Council, provided that adoption of any ordinance that grants or revokes a franchise or license shall require the affirmative vote of at least a majority of the whole membership of the Council, and provided that public emergency ordinances require a vote of a majority plus one of the whole Council membership. A public emergency ordinance is one designated to protect public health and safety, public property, or public peace.

Following enactment of an ordinance, either the full text of the ordinance or a summary shall be published in the first possible edition in the City's designated official newspaper. An ordinance becomes effective five (5) days after publication unless otherwise specified in the ordinance or as required by law [\(RCW 35A.12.130\)](#).

- 3.11.3 *Resolutions.* Resolutions may be prepared or presented to the Council at the request of two Councilmembers, or the Chair of a Council Committee, or the Mayor or other Presiding Officer, or the City Administrator. All resolutions shall be in writing, and the titles thereof shall be read aloud by the Mayor or other Presiding Officer prior to a vote being called on their passage, provided that any Councilmember may, upon request, have a full reading of the text of a proposed resolution prior to the vote on its passage. A request for a full reading of a resolution need not be seconded. However, it is further provided that the requirement for a reading of the title of the proposed resolution, or a full reading of the text of the proposed resolution, may be waived upon a motion duly made, seconded and approved by a majority of the Councilmembers in attendance at the Council meeting.

**Comment [39]:** Isn't it customary for all resolutions to be initiated by the Council?

Discussion and debate by the City Council on resolutions will be held prior to the vote on a resolution. Prior to voting on passage of a resolution, the Council may decide by majority vote to amend the resolution or direct staff to review the proposed resolution and make a report to the Council.

A resolution must be passed by a majority vote of a quorum of the Council; if passed, it becomes effective immediately.

- 3.12 Department Reports. Department Directors may report on action and activities of their respective departments.
- 3.13 Mayor's Report. The Mayor may report on significant activities since the last regular meeting, inquire on matters of general City business, or initiate investigation or action on a matter of concern.

- 3.14 Councilmember Reports. Councilmembers may report on Council Committee discussions or other significant activities since the last regular meeting, or on matters of general City business, or may initiate investigation or action on a matter of concern.
- 3.15 City Attorney Report. The City Attorney may report on legally significant events or activities since the last meeting.
- 3.16 Public Comments. Members of the audience may request to comment on any issue discussed during the Council meeting. Comments will be allowed subject to the time limits and other restrictions in Section 10.
- 3.17 Consent Agenda. Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action. Items on the Consent Agenda include but are not limited to the following:
- a. Approval of minutes.
  - b. Fixing dates for public hearings and appeals.
  - c. Approval of claims, vouchers and payroll, bid awards and contracts.
  - d. Approval of property as surplus.
  - e. Authorization of grant applications.
  - f. Approval of interlocal agreements.
  - g. Other items designated by the City Council.
- 3.18 Executive Session. Pursuant to RCW 42.30.110, executive sessions are closed to the general public. *See Section 2.10.*
- 3.19 Adjournment. With no further business to come before the Council, the Mayor or other Presiding Officer may adjourn the meeting.
- 3.20 Recess. The foregoing agenda may be interrupted for a stated time as called by the Presiding Officer to recess for any reason, including executive sessions.
- 3.21 Town Hall Meetings.
- 3.21.1 Purpose. Town Hall meetings are intended to be informal meetings of the City Council and members of the community of Black Diamond held for the

purpose of providing interested members of the community an opportunity to discuss emerging issues and to voice concerns, opinions and preferences for their community as well as an opportunity for the City to provide information to the community and solicit information and opinions regarding specific topics affecting the community, and to respond to questions. It is not the purpose of Town Hall meetings to take final action on any matter before the City Council.

3.21.2 Town Hall Agenda. The agenda for a Town Hall meeting shall be prepared in conformance with Rule 3.1. The order of the Agenda shall be in conformance with Rules 3.2, 3.3, 3.4, 3.5, 3.17 and 3.19 of the City Council Rules of Procedure; provided that, the public comment period may be limited to specific topics identified in the Town Hall Meeting Agenda. The public comment period shall conform to Section 3.8.5 of the City Council Rules of Procedure. Rules 10.1 and 10.2 of the City Council Rules of Procedure will not be applicable to public comment period during Town Hall meetings. Presentations to be made during a Town Hall meeting shall be scheduled and presented in accordance with Section 3.8.4 of the City Council Rules of Procedure.

The presiding officer shall retain authority to impose rules of procedure to ensure open discussion during the Town Hall meeting, an equal opportunity for people with opposing or different viewpoints to speak, an opportunity for everyone who wants to speak to have a turn before anyone is allowed to speak a second time, and to ensure order and decorum. Where necessary, due to the number of persons who want to speak, the presiding officer shall retain authority to limit all persons' remarks to an equal period of time.

3.21.3 Staffing. City staff and the City Attorney shall not be required attend Town Hall meetings unless otherwise directed by the Mayor; with the exception that, the City Clerk, or designee, shall attend Town Hall meetings for the purpose of keeping a journal of the minutes of the meeting and to act as the City Council's parliamentarian in the absence of the City Attorney.

## **SECTION 4 - COUNCILMEMBER ATTENDANCE AT MEETINGS**

- 4.1 Excused absence. Councilmembers shall inform the Mayor or City Clerk in advance if the Councilmember will be unable to attend, or will be late to attend, any Council meeting. The Mayor or other Presiding Officer shall then announce during roll call that the Councilmember will be absent or late. Any absence following prior notice to the Mayor or City Clerk shall be noted in the minutes as an excused absence. Absence at a scheduled Council meeting due to sudden illness or emergency shall be noted in the minutes as an excused absence due to illness or emergency.

- 4.2 Excessive absence shall create vacancy. Pursuant to RCW 35A.12.060, a Councilmember's position shall be deemed vacant if that Councilmember has three (3) consecutive unexcused absences from Regular Council meetings.

## SECTION 5 - PRESIDING OFFICER

### 5.1 Who shall act as Presiding Officer.

5.1.1 The Mayor shall act as Presiding Officer at all meetings of the Council unless absent; in the absence of the Mayor, the Mayor Pro Tem will act as Presiding Officer. If both the Mayor and Mayor Pro Tem are absent and a quorum is present, the Council shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Mayor Pro Tem. See Section 12.

### 5.2 Duties of Presiding Officer.

5.2.1 Preserve order and decorum at all meetings of the Council and cause the removal of any person from any meeting for disorderly conduct.

5.2.2 Observe and enforce all rules adopted by the Council.

5.2.3 Decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember.

5.2.4 Recognize Councilmembers in the order in which they request the floor, and give every Councilmember who wishes an opportunity to speak, provided that the mover of a motion shall be permitted to debate it first, and provided that the Presiding Officer may allow discussion of an issue prior to the stating of a motion when such discussion would facilitate wording of a motion.

5.2.5 Impose a time limit for the handling of each agenda item, pursuant to the rules set out in these Rules of Procedure.

5.3 Reordering items on Agenda. Without the necessity of any vote thereon, Presiding Officer may present matters before the Council for discussion, consideration and voting in a different order than they appear in the agenda when matters on the agenda are able to be placed under more than one classification or category.

5.4 Limitations on political speech. Except where the Council is properly considering a motion regarding whether the City shall take an official position on a political issue, the Mayor shall not use a Council meeting as an occasion to express an

Comment [J10]: Is this constitutional?

opinion regarding a candidate for public office or a ballot measure, provided that the Mayor may, at his or her discretion, express an opinion in response to a direct question from a citizen about a candidate or a ballot measure, and provided further that the Mayor clearly states that he or she is expressing a personal opinion and not the opinion of the City of Black Diamond or its City Council. A brief response to a citizen's direct question shall not constitute a basis for a debate or further discussion on the subject. *See also Section 18.*

## SECTION 6 - COUNCILMEMBERS

- 6.1 Remarks. Councilmembers desiring to speak shall address the Presiding Officer and, when recognized, shall confine their remarks to matters currently under discussion, provided that a Councilmember may move to have a different matter considered by the Council, subject to these Rules of Procedure.
- 6.2 Questioning. Any member of the Council, including the Presiding Officer, shall have the right to question any individual, including members of the staff, on matters germane to the issue properly before the Council for discussion. Under no circumstances shall such questioning be conducted in a manner to the extent that such would constitute a cross-examination of or an attempt to ridicule or degrade the individual being questioned.
- 6.3 Limitations on political speech. Except where the Council is properly considering a motion regarding whether the City shall take an official position on a political issue, Councilmembers shall not use a Council meeting as an occasion to express an opinion regarding a candidate for public office or a ballot measure, provided that a Councilmember may, at their discretion, express an opinion in response to a direct question from a citizen about a candidate or a ballot measure, and provided further that the Councilmember clearly states that he or she is expressing a personal opinion and not the opinion of the City of Black Diamond or its City Council. A brief response to a citizen's direct question shall not constitute a basis for a debate or further discussion on the subject. *See also Section 18.*

Comment [J11]: Constitutional?

## SECTION 7 - DEBATES

- 7.1 Speaking to the Motion. Councilmembers may speak on the motion at the time the motion is before the Council.
- 7.2 Interruption. No member of the Council, including the Presiding Officer, shall interrupt or argue with any other member while such member has the floor, other than the Presiding Officer's duty to preserve order during meetings as provided in Section 5.2.1 of these rules.

7.3 Courtesy. In the discussion, comments, or debate of any matter or issue, all speakers, including the Presiding Officer and members of the Council, shall be courteous in their language and deportment, and shall not discuss or comment on personalities, or indulge in derogatory remarks or make insinuations about any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks only to those facts which are germane and relevant to the question or matter under discussion.

7.4 Violations. If a member of the Council violates these rules on debates, the Presiding Officer shall call such member to order, and the offending member shall be silent except to explain or continue in order. If the Presiding Officer violates these rules on debate or fails to call other members to order, any other member of the Council may, under a point of order, call the Presiding Officer or such other offending member to order, and the person being called to order shall be silent except to explain or continue in order.

7.5 Challenge to Ruling. Any member of the Council, ~~including the Presiding Officer,~~ shall have the right to challenge any action or ruling of the Presiding Officer or other member, as the case may be, in which case the decision of the majority of the members of the Council present, ~~including the Presiding Officer,~~ shall govern.

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## SECTION 8 - PARLIAMENTARY PROCEDURES AND MOTIONS

8.1 Robert's Rules. All City Council meeting discussions shall be governed by *ROBERTS RULES OF ORDER, NEWLY REVISED* (latest edition). If the City Attorney, acting as parliamentarian, determines that a procedural issue is not adequately addressed by Robert's Rules, the Council may handle the issue in any way that the majority of members who are present agrees is appropriate and which, in the opinion of the City Attorney, is not prohibited by law.

8.2 Motions.

8.2.1 If a motion does not receive a second, it dies.

8.2.2 *Matters that do not constitute a motion include:* nominations; withdrawal of motion by the person making the motion; request for a roll call vote; point of order or privilege. Because these matters are not motions, a second is not needed.

8.2.3 A Councilmember may abstain from voting on a motion because of a conflict of interest or to preserve the appearance of fairness, but cannot then participate in discussion or argument about the motion. See *Section 9.3.*

- 8.2.4 A motion that receives a tie vote is deemed to have failed, provided that except where prohibited by law, the Mayor, as Presiding Officer, shall be allowed to vote to break a tie vote.
- 8.2.5 When making motions, Councilmembers shall be clear and concise and not include arguments for the motion within the motion.
- 8.2.6 After a motion has been made and seconded, Councilmembers may discuss their opinions on the issue prior to the vote.
- 8.2.7 A motion may be withdrawn by the maker of the motion at any time without the consent of the Council.
- 8.2.8 A "motion to table" is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table is to be used in instances where circumstances or situations arise which necessitate the interruption of the Councilmembers' consideration of the matter then before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, or until a time certain, if specified in the motion to table. To remove an item from the table in advance of the time certain requires an affirmative vote by at least two-thirds of the Council.
- 8.2.9 A "motion to postpone to a certain time" is debatable and amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or may be postponed to a date certain at a future Regular or Special City Council meeting.
- 8.2.10 A "motion to postpone indefinitely" is debatable but not amendable, and may only be reconsidered at the same meeting if it received an affirmative vote.
- 8.2.11 A "motion to call for the question" shall immediately close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds vote. Debate is reopened if the motion fails.
- 8.2.12 A "motion to amend" is a motion to modify the wording of a pending motion before that pending motion is voted upon by the Council, by inserting, adding, striking out, striking out and inserting, or substituting language. A motion to amend must be seconded. However, some motions cannot be amended. See 8.2.13.

- 8.2.13 *Motions that cannot be amended include:* motion to adjourn; motion to lay on the table; motion to take from the table; motion for roll call vote; motion to reconsider; point of order; motion to amend. (A motion to amend an amendment is allowed.)
- 8.2.14 Amendments shall be voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 8.2.15 Debate of the motion only occurs after the motion has been moved and seconded.
- 8.2.16 The Mayor, City Attorney or City Clerk shall repeat the motion prior to voting by the Council.
- 8.2.17 The City Clerk shall take a roll call vote, if requested by the Mayor, City Attorney, a Councilmember, or as required by law.
- 8.2.18 When a question has been decided, any Councilmember who voted in the majority may move for reconsideration, but no motion for reconsideration of a vote shall be made until the next Regular City Council meeting.
- 8.2.19 The City Attorney shall act as the Council's parliamentarian and shall ~~decide~~advise on all questions of interpretations of these rules which may arise at a Council meeting.
- 8.2.20 These rules may be amended, or new rules adopted, by a majority vote of the full Council at a Regular or Special City Council meeting.

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## SECTION 9 - ~~VOTING~~

Comment [J12]: What if the mayor threatens a veto? Do we want to address this? RCW 35A.12.130?

- 9.1 Voice vote. In general, voice votes shall be used. Voice votes are a generalized verbal indication by the Council as a whole of "yea or nay" on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side, except where such a Councilmember abstains because of a stated conflict of interest or appearance of fairness. The Mayor or other Presiding Officer shall announce the outcome of each voice vote immediately thereafter and the result of each vote shall be recorded in the minutes.
- 9.2 Roll call vote. A roll call vote may be requested by the Mayor or by any Councilmember. When a roll call vote has been requested, the Clerk shall call upon each Councilmember and request an individual "yes or no". The Mayor or other Presiding Officer shall announce the result of the vote immediately thereafter and the result of the vote shall be recorded in the minutes.

9.3 Abstentions.

9.3.1 *Abstention allowed for conflict of interest or appearance of fairness.* It is the responsibility of the Mayor and each Councilmember to vote when requested on a matter before the full Council. However, the Mayor or a Councilmember may abstain from discussion and voting on a question because of a stated conflict of interest or to preserve the appearance of fairness. Should the City Attorney indicate that the Mayor or a Councilmember is required to abstain from further participation on an issue, the affected person must abstain except where abstention would result in a lack of a quorum (or lack of a majority vote where required by law). See Section 9.6.

9.3.2 *Notice of intent to abstain required.* Notice of intent to abstain shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Mayor or Councilmember perceives a need to abstain.

9.3.3 *Need to abstain shall be confirmed by City Attorney.* Prior to the time that the Mayor or a Councilmember gives notice of intent to abstain, the affected person shall confer with the City Attorney to determine if abstention is truly required. If the intended abstention can be anticipated in advance, the conference with the City Attorney should occur prior to the meeting at which the subject matter is scheduled to come before the City Council. If that cannot be done, the affected person should advise the City Council that he/she has an "abstention question" that he/she wants to review with the City Attorney. A brief recess should then be taken for that purpose.

9.3.4 *Abstaining member shall advise the Council and end participation.* After conferring with the City Attorney, the Mayor and/or any Councilmember wishing to abstain from a vote because of a conflict of interest or to preserve the appearance of fairness shall so advise the Council, and shall then remove and absent himself/herself from the Council's deliberations and considerations of the motion, and shall have no further participation in the matter.

9.4 Votes by Mayor. Except where prohibited by law, the Mayor, as Presiding Official, shall only vote to break a tie vote of the Council.

9.5 Votes by Council Member serving as Presiding Officer. Pursuant to RCW 35A.12.110, a Council Member serving as Presiding Officer in the absence of the Mayor shall have the same rights to vote on matters before the Council as the person would otherwise have as a Councilmember.

9.6 Effect of challenges based on conflict of interest or appearance of fairness.

9.6.1 *If abstention removes quorum or majority.* Should the City Attorney determine that the participation of the Mayor or a Councilmember in discussion and voting on an issue would be a conflict of interest or appear to violate the appearance of fairness doctrine, or any specific part of ~~Chapter 42.36 RCW~~ **RCW 42.36**, that person shall abstain from further participation unless, as provided by RCW 42.36.090, a challenge to a member or members of the decision-making body would cause a lack of a quorum or would result in a failure to obtain a majority vote as required by law; in such cases, any challenged member(s) shall be permitted to fully participate in the proceedings and vote as though the challenge had not occurred, if the member(s) publicly disclose the basis for disqualification prior to rendering a decision. Such participation shall not subject the decision to a challenge by reason of violation of the appearance of fairness doctrine.

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9.6.2 *Refusal to abstain.* Should the Mayor or a Councilmember refuse to abstain from participation and voting on an issue after the City Attorney has determined that abstention is necessary, the challenged person may be disqualified from participating and voting on that issue upon a vote to disqualify that is passed by a majority of the other Councilmembers present who are eligible to vote on the underlying issue.

~~9.7 Vote by Proxy. Except as prohibited by law, if the Mayor or a Councilmember is eligible to vote on an issue but will unable to be present to cast the vote, the absent person may arrange for another Councilmember who will be present to vote on behalf of the absent person, *provided*, if the item being voted upon has been substantively amended during the council meeting, a proxy vote shall not be allowed unless the absent Councilmember has been informed of the change to the item and indicated how they wish to vote on the amended item.~~

## SECTION 10 – PUBLIC COMMENTS

10.1 Requesting to speak. During the Public Comment period, members of the audience may comment on any matter related to City business. At the discretion of the Mayor or other Presiding Officer, citizens may also speak on individual agenda items at the time they are considered by the Council. Persons addressing the Council who are not specifically scheduled on the agenda will be requested to fill out the speaker sign-in sheet at the City Clerk's desk, then step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes. All remarks must be addressed to the Council as a whole. The City Clerk shall serve as timekeeper. The Presiding Officer may

make exceptions to the time restrictions when warranted. See *Section 3.6 for requests to make special presentations to the Council.*

- 10.2 Time limit. Comments are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic. Groups who have a designated speaker may have a total of ten (10) minutes to speak. The Mayor or other Presiding Officer may make exceptions to the time restrictions when warranted by special circumstances.
- 10.3 Advertising or promoting political cause is prohibited. No person may address the Council for the purpose of assisting a campaign for election of a person to any office or for the promotion of, or opposition to, any ballot proposition. Further, no person may address the Council for the purpose of advertising any item, service, or product for profit or otherwise.
- 10.4 Other prohibited remarks. Any person making personal attacks, using hate speech or making slanderous remarks while addressing the Council shall be barred from further participation by the Presiding Officer, unless permission to continue is granted by a majority vote of the Council.

## **SECTION 11 - PUBLIC HEARINGS AND APPEALS**

- 11.1 Quasi-judicial hearings. Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include making a record of the evidence considered by the Council and also require the Council to issue specific findings. The following procedures shall apply:
  - 11.1.1 The Department Director of the department most affected by the subject matter of the hearing, or said Director's designee, shall present the City's position and findings. City staff shall be available to respond to Council questions.
  - 11.1.2 The proponent spokesperson shall speak first and be allowed fifteen (15) minutes. The proponent may divide up the fifteen minutes between more than one speaker, and time may be reserved and added to the maximum time for rebuttal. Council may ask questions.
  - 11.1.3 The opponent spokesperson shall be allowed fifteen (15) minutes for presentation and may divide up the fifteen minutes between more than one speaker, and time may be reserved and added to the maximum time for rebuttal. Council may ask questions.
  - 11.1.4 Each side shall then be allowed five (5) minutes for rebuttal, with the proponent spokesperson speaking first, followed by the opponent

spokesperson. Any time reserved from the speaker's presentation may be added to the five minute limit. The Council, by majority vote, may extend these times.

11.1.5 The City Clerk shall serve as timekeeper during these hearings.

11.1.6 After the proponent and opponent have used their speaking time, ten (10) minutes shall be allowed for the Council to ask further questions of the speakers, who shall be entitled to respond but who must limit their response to the question asked.

Comment [J13]: Is 10 minutes enough time?

11.1.7 When necessary in the interests of fairness or when required by circumstances, the hearing may be recessed and continued to a date certain upon approval by a majority vote of Council ~~members~~ Members present, provided, only ~~Councilmembers~~ Council Members who were present for the earlier portion of the hearing may participate when the hearing resumes. Examples of reasons to allow a recess include, but are not limited to, absence of a necessary party due to illness or emergency; request for additional argument on an issue by a majority vote of the Council; inability to complete the hearing due to circumstances beyond the parties' control, such as power failure or natural disaster.

11.1.8 Except as otherwise allowed by law, after the Council has publicly considered the arguments and evidence presented, the Council shall then vote on the issue that was the subject of the hearing.

11.2 Public hearings where a general audience is in attendance to present arguments for or against a public issue:

11.2.1 The Department Director or designee shall present the issue to the Council and respond to questions.

11.2.2 A person may speak for five (5) minutes. A person may speak for ten (10) minutes if representing a group of two or more. No one may speak for a second time without the approval of the Presiding Officer, and only after everyone who wishes to speak has had an opportunity. The Presiding Officer may, at his or her discretion, make exceptions to the time restrictions when warranted by circumstances.

11.2.3 The City Clerk shall serve as timekeeper during these hearings.

11.3.4 After the speaker has used their allotted time, Council ~~M~~members may ask questions of the speaker and the speaker may respond, but may not engage in further debate.

11.3.5 The hearing will then be closed to public participation and open for discussion among Councilmembers.

11.3.6 The Presiding Officer may request to change or modify the procedures at a particular meeting or hearing, but the decision to do so may be overruled by a majority vote of the Council.

11.3.7 When necessary in the interests of fairness or when required by circumstances, the hearing may be recessed and continued to a date certain upon approval by a majority vote of Council Mmembers present.

## **SECTION 12 - MAYOR PRO TEMPORE SELECTION PROCESS**

12.1 Annually at the first meeting of a new Council, the members thereof, by majority vote, shall designate one of their members as Mayor Pro Tempore for such period as the Council may specify. The Mayor Pro Tempore shall serve in the absence or temporary disability of the Mayor. In the event the Mayor Pro Tempore leaves, the Council shall, by a majority vote, designate one of the remaining Councilmembers as Mayor Pro Tempore.

## **SECTION 13 – SELECTING A COUNCIL MEMBER PRO TEMPORE OR FILLING A VACANT COUNCIL POSITION**

13.1 Selecting a Council Member Pro Tempore. Pursuant to RCW 35A.12.065, in the event of extended excused absences or disability of a Council Member, the remaining members by majority vote may appoint a Council Member Pro Tempore to serve during the period of absence or disability.

13.2 Filling vacant Council position. In the event that an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the Council, a qualified person to fill the vacancy pursuant to RCW 42.12. The Council may make such appointment at its next regular meeting, or at a special meeting called for that purpose.

## **SECTION 14 - COUNCIL MEETING STAFFING**

14.1 The City Administrator must attend all meetings of the Council, unless excused, or appoint a designee.

- 14.2 The City Attorney shall attend all meetings of the Council unless excused, and shall, upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian. The Assistant City Attorney shall attend meetings when the City Attorney has been excused or is unable to attend due to illness or emergency.
- 14.3 It shall be the responsibility of each Department Head to ensure that representatives of their department or other City staff attend as necessary to present a department's agenda items to the Council and answer any questions Councilmembers may have.

## SECTION 15 - COUNCIL RELATIONS WITH STAFF

- 15.1 The Mayor, City staff and Councilmembers shall respect the different roles each one plays in a successful City and will always strive to treat each other with courtesy and respect when questions, comments or criticism are expressed in a public meeting.
- 15.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge the Mayor and City staff as administering the Council's policies.
- 15.3 All written informational material requested of City staff by any individual Council Member that the requesting Council Member then intends to reference or introduce at a Council meeting shall be submitted or made available to all Council Members prior to being referenced or introduced at the meeting, unless other reasons preclude such distribution, in which case the reasons shall be communicated by the requesting Council Member to the Mayor or designee and such reason provided to all Council Members.
- 15.4 Council Members shall not attempt to coerce or influence City staff in the administration of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or purchases of City licenses or permits.
- 15.5 Council Members shall not attempt to change or interfere with the operating rules and practices of any City department.
- 15.6 No Council Member shall direct the Mayor or City staff to initiate any action or prepare any report that is significant in nature, or initiate any project or study, without the consent of a majority of the Council.
- 15.7 Individual requests for information can be made directly to Department Directors unless otherwise determined by the Mayor. If the request would create a change

in work assignments or City staffing levels, the request must be made through the Mayor.

## **SECTION 16 - APPOINTMENT BY MAYOR & CONFIRMATION BY CITY COUNCIL – WHEN REQUIRED**

- 16.1 Mayor's Power to Appoint. Pursuant to RCW 35A.12.090, The Mayor shall have the power of appointment and removal of all appointive officers and employees subject to any applicable law, rule, or regulation relating to civil service, provided that in accordance with BDMC 2.08.020, each officer may hire any employee assigned to his or her department.
- 16.2 Confirmation by Council. Pursuant to RCW 35A.12.090, confirmation by the City Council of mayoral appointments of officers and employees is required when the city charter or a city ordinance provides for the confirmation of such appointments; in addition, the City Council may require confirmation of mayoral appointments by the Council whenever the qualifications for the office or position have not been established by the city charter or a city ordinance.

## **SECTION 17 - COUNCIL COMMITTEES AND CITIZEN ADVISORY BOARDS**

- 17.1 Annual confirmation by Council. Annually at its first meeting in January, the City Council shall vote on whether to confirm the Mayor's appointments to the Council Standing Committees. The purpose of the committees is to provide recommendations on major policy items to the City Council. Issues are forwarded by the Mayor to the appropriate committee for discussion. Membership of any given committee may include no more than two (2) Council ~~M~~members, with one (1) Council ~~M~~member serving as the Chair. The permanent Standing Committees of the City Council and rules are as follows:
- 17.1.1 Budget/Finance/Administration Committee: The Budget, Finance and Administration Committee, in conjunction with City Staff, may consider matters related to the financial issue of the City, including the annual and capital budgets including revenues and expenditures, sales of bonds, general fiscal and financial conditions, voucher approval, rates and fees, audit and operations of the City, including but not limited to, facilities and properties computerization, periodic budget and financial reports, and policy matters related to personnel, in coordination with the finance and administration departments.

17.1.2 *Parks/Cemetery Committee*: The Park and Cemetery Committee, in conjunction with City Staff, may consider matters related to planning and implementation of park and recreational facilities, capital improvement program, trails and cemetery.

17.1.3 ~~*Planning/Community Services Committee*~~ *Growth Management Planning and Community Service Committee*: The *Growth Management Planning and Community Services Committee*, in conjunction with City Staff, may consider matters of a non-quasi-judicial nature related to community growth and development, including but not limited to, planning of the physical, economic, aesthetic and social development of the City, comprehensive plan, zoning code, and housing, annexation policies, code enforcement, this committee may also consider matters not included in other committee's scopes of authority.

Comment [J14]: New Title

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17.1.4 *Public Safety Committee*: The Public Safety Committee, in conjunction with City Staff, may consider issues related to the public health, safety and welfare of the citizens of Black Diamond including but not limited to, law enforcement, fire safety, court, hazardous materials, animal control, special events and emergency services.

17.1.5 *Public Works Committee*: The Public Works Committee, in conjunction with City Staff, may consider matters related to water, sewer, solid waste, recycling, utility franchises, stormwater management, transportation, capital improvement program, transit, streets, street lighting, ~~signalizaiton~~ *signalization* and street local improvement.

17.1.6 The Committee Chair will work with the Mayor and staff to finalize the agenda to help guide the direction of the meeting.

17.1.7 If the Committee Chair is unable to attend a scheduled meeting, the remaining committee member shall chair the meeting.

17.1.8 In instances where a committee member can not be present at a committee meeting, it is the responsibility of that member to contact an alternate Council ~~M~~member to attend in their place.

17.1.9 Committees may forward issues with or without changes to staff recommendations to the City Council. Reports on the activities of the committees may be given under the Council Reports section of the Council agenda by the Committee Chair.

17.1.10 Matters forwarded from a standing committee to the City Council as a whole will remain at that level unless requested to be returned to committee by a majority of the Council.

17.1.11 Matters may be removed from committee and brought before the Council as a whole by a motion of the Council receiving an affirmative from the majority.

17.1.12 Should a committee be split on whether a matter should be approved, the matter may move forward to Council without a recommendation. It is the Mayor's responsibility to bring matters before Council.

17.1.13 Frequency of committee meetings shall be determined by the Mayor and Committee Chair, or City Administrator.

17.1.14 Any direction from the committee for work to be performed by staff must be approved by the Mayor.

17.1.15 Audience participation at a committee meeting is at the discretion of the committee. It is understood that the purpose of committee meetings is to discuss City business and that citizens will have the opportunity to address the full Council as its meetings.

17.2 Ad hoc committees and intergovernmental groups.

17.2.1 The Mayor or a majority of the City Council may establish such ad hoc committees as may be appropriate to consider matters that require a special approach or emphasis. Such ad hoc committees may be established and matters referred to them at study sessions, without the requirement that such establishment or referral take place at a regular City Council meeting. The Mayor shall also appoint Council representatives to intergovernmental councils, boards and committees. Such appointments and their terms shall be communicated to the Council by the Mayor as soon as practical.

17.2.2 Ad hoc council committees shall consider all matters referred to them. The chair of each ad hoc committee shall report the findings of the committee to the City Council. Committees may refer items to the Council with no committee recommendation. Once the committee's findings have been delivered to the Council, the committee's duties shall be considered complete and the committee terminated, unless specifically re-tasked by the Council.

17.3 Advisory boards, committees and commissions. Citizen advisory boards, committees and commissions may be established by ordinance from time to time, and shall consist of citizens appointed pursuant to the establishing ordinance and serving in the capacity and for the purposes indicated in the

ordinance; such boards, commissions and committees shall act in an advisory capacity to the City Council.

## SECTION 18 - SPEAKING WHEN REPRESENTING THE CITY COUNCIL

18.1 An official City position requires a public vote. The City does not have an official position on any issue, whether the issue is political or non-political in nature, unless the City Council has taken a public vote and a majority of a quorum of the Council vote to adopt the position. Failure of a majority of the Council to vote in favor of a position shall not constitute adoption of a contrary position; in such cases the City shall continue to have no official position on the issue.

18.2 Personal opinions must be distinguished from City positions on an issue.

18.2.1 *Speaking to persons about issues.* Whenever the Mayor or a Council Mmember is speaking to a person or group of persons and the Council Mmember expresses an opinion on an issue, whether the issue is political or non-political, the Mayor or Council Mmember must clearly state whether the opinion represents the official position of the City of Black Diamond and its City Council, or whether it is only the speaker's personal opinion.

18.2.2 *Speaking on behalf of the City.* If the Mayor or a Council Mmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Mayor or Council Mmember needs to state the official position of the City Council, if known, on such issue. Personal opinions and comments which differ from those of the official position of the Council may be expressed only if the speaker clarifies that these statements do not represent the City Council's position.

18.2.3 *Expressing the views of other Council Mmembers.* Prior to representing the position of an elected City official on an issue to the media, another government agency, a community organization, or members of the public, the Mayor and Council Mmembers must have permission from that elected official, provided, presenting how another elected official voted in an official public vote of the Council shall not require permission.

## SECTION 19 - TRAVEL AUTHORIZATION

19.1 The City Council shall only authorize and approve expenditure of city funds to pay for travel-related costs in accordance with Chapters 2.56 and 2.57 of the City of Black Diamond Municipal Code and any administrative policies adopted to implement the provisions of those chapters.

**SECTION 20 - CONFIDENTIALITY**

- | 20.1 In general. The Mayor and Council ~~M~~members must keep confidential any information that has been provided to them by City staff or otherwise becomes known to them during performance of their duties in office, when such information is required to be kept confidential under state or federal law, including but not limited to certain personnel and employment information or certain information regarding pending contracts, and certain information regarding negotiations for the sale or purchase of property. It is the duty of each elected official to consult with the City Attorney should the official have a question about whether any particular information is confidential and may not be released.
  
- 20.2 Executive sessions. Councilmembers must keep confidential all written materials and verbal information provided to them during Executive Sessions.

City Council Rules of Procedure

Date of Adoption: \_\_\_\_\_

Resolution No. \_\_\_\_\_